



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR PROPOSAL

Tender Number

F18-FIN-2017-002

Banking Services

Request for Tenders Issued On: 28-Apr-2017

Tender Submission Deadline: 2:00:00pm on 24-May-2017 Local Time in Clarence-Rockland Ontario,
Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**



TABLE OF CONTENTS

PART 1 - INTRODUCTION.....	5
1.1 Invitation to Proponents.....	5
1.2 Background	5
1.3 Purchaser’s Code of Ethics	5
1.4 Contract Term	6
1.5 Type of Agreement.....	6
1.6 No Guarantee of Volume of Work or Exclusivity of Agreement	6
1.7 Proponent Consortium Information	6
1.8 Rules of Interpretation	7
1.9 Interpretation	7
1.10 Bid Irregularities	10
1.11 Personnel	11
1.12 Work Plan and Timelines	11
1.13 Delivery Lead Times.....	11
1.14 Payment Terms	12
1.15 Accessibility for Ontarians with Disabilities Act.....	12
1.16 Supplier’s Insurance.....	12
1.17 Liability Insurance.....	13
1.18 Workplace safety and Insurance Board	14
PART 2 - THE DELIVERABLES	15
OBJECTIVE OF THE PROPOSAL	15
OUTCOMES EXPECTED	15
BANK ACCOUNT STRUCTURE AND ACTIVITY	15
BANK STATEMENTS, CHEQUES AND DEPOSIT SLIPS.....	17
ONLINE BANKING FACILITIES	17
REQUIREMENTS FOR ELECTRONIC/ONLINE BANKING	19
BORROWING/LINE OF CREDIT	22
INTEREST EARNED	22
DEBT ISSUES	23
CREDIT REPORTS	23
SERVICE CHARGES.....	23
BASIC REQUIREMENTS	23
ACCOUNT ACTIVITY FOR 2015 and 2016	26
PART 3 - EVALUATION OF PROPOSALS	28
3.1 Stages of Proposal Evaluation	28
3.1.1 Stage I - Review of Mandatory Requirements.....	28
3.1.2 Stage II - Rated Requirements (Appendix “D”)	28
3.1.3 Stage III - Pricing.....	28
3.1.4 Stage IV - Cumulative Score	29
3.2 Stage I - Review of Mandatory Requirements (Pass/Fail)	29
3.2.1 Form of Offer - Appendix A (Mandatory Form).....	29
3.2.2 Rate Bid Form - Appendix B (Mandatory Form).....	30
3.3 Stage II - Evaluation of Rated Requirements (75 points).....	31
3.4 Step 2 - Evaluation of Cost Proposals.....	32
3.5 Potential Negotiations	33
3.6 Discussions with Preferred Proponent	33
PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS.....	34
4.1 General Information and Instructions	34
4.1.1 RFP Timetable	34
4.1.2 Proposals in English.....	34



4.1.3	Purchasers Information in RFP Only an Estimate.....	34
4.1.4	Proponent's Costs	35
4.2	Communication after RFP Issuance.....	35
4.2.1	Contracting Authority Contact Information	35
4.2.2	Proponents to Review RFP	36
4.2.3	Proponent to Notify.....	37
4.2.4	All New Information to Proponents by way of Addenda	37
4.3	Proposal Submission Requirements	38
4.3.1	General.....	38
4.3.2	Proposal Submission Requirements	38
4.3.3	Other Proposal Considerations	39
4.3.4	Proposal Receipt by Purchaser.....	40
4.3.5	Withdrawal of Proposal	40
4.3.6	Amendment of Proposal.....	40
4.3.7	Completeness of Proposal	41
4.3.8	Proponent's Proposals Retained by Purchaser	41
4.3.9	Proposal Irrevocability	41
4.3.10	Acceptance of RFP	41
4.3.11	Amendments to Proposals	41
4.3.12	Proposals will not be Opened Publicly	41
4.3.13	Clarification of Proponent's Proposals	41
4.3.14	Verification of Information.....	42
4.3.15	Proposal Acceptance	42
4.3.16	RFP Incorporated into Proposal.....	42
4.3.17	Exclusivity of Contract	42
4.3.18	Substantial Compliance.....	43
4.3.19	No Publicity or Promotion.....	43
4.4	Execution of Agreement, Notification and Debriefing.....	43
4.4.1	Selection of Proponent.....	43
4.4.2	Failure to Enter Into Agreement	43
4.4.3	Notification to Other Proponents of Outcome of RFP Process	44
4.4.4	Debriefing	44
4.4.5	Bid Dispute Resolution	44
4.5	Prohibited Communications, Confidential Information and FIPPA.....	45
4.5.1	Confidential Information of the Purchaser.....	45
4.5.2	Confidential Information of the Proponent.....	45
4.5.3	Proponent's Submission.....	45
4.5.4	Personal Information	46
4.5.5	Non-Disclosure Agreement	46
4.5.6	Municipal Freedom of Information and Protection of Privacy Act	46
4.5.7	Competition Act.....	47
4.5.8	Trade Agreements.....	47
4.5.9	Intellectual Property.....	47
4.6	Reserved Rights and Governing Law of the Purchaser	47
4.6.1	General.....	47
4.6.2	Rights of the Purchaser - Preferred Proponent	49
4.6.3	No Liability.....	50
4.6.4	Assignment.....	50
4.6.5	Entire RFP	50
4.6.6	Priority of Documents	51
4.6.7	Governing Law	51
4.6.8	Indemnification	51
	APPENDIX A - FORM OF OFFER	53
	APPENDIX B - RATE BID FORMS	58
	APPENDIX C - REFERENCE FORM.....	61
	APPENDIX D - RATED REQUIREMENTS.....	62



APPENDIX E - NOTICE OF "NO BID" 67
COURTESY LABEL 68



PART 1 - INTRODUCTION

1.1 Invitation to Proponents

The City is seeking proposals from potential service providers for core banking services in accordance with the terms of this Request for Proposal. As further detailed in Section 2.0, we are defining core banking services to include all operational bank accounts and related services including our corporate purchasing card program and investment accounts.

We are seeking partnership on meeting the following goals and activities:

- To make use of best practices throughout our processes related to banking activities.
- To use up to date technology to enable automated and modern processes related to banking activities.
- To ensure key reports from service providers meet our reporting requirements and that robust reporting tools are available. Key reports will also enable automated and modern processes related to banking activities.
- To use appropriate security and fraud prevention methodologies throughout our processes related to banking activities.
- To seek continuous improvement of all processes related to banking activities, including staying current on best practices, emerging technologies and new banking products and services.

1.2 Background

The City of Clarence-Rockland has 25,000 residents. Situated 32 kilometers east of Parliament Hill and 145 kilometers west of Montreal, the region offers an outstanding quality of life and countless business opportunities. The City employs 128 Full time employees and 128 part time and seasonal employees. The City also has 62 volunteer fire fighters.

1.3 Purchaser's Code of Ethics

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.

- Facilitate the Purchaser's purchases without limiting the Purchaser's choice or negate any other requirement.

1.4 Contract Term

The term of the contract(s) will be five (5) years. The contract(s) may be extended at the City's discretion for an additional one (1) five (5)-year term. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the Proponent and City and contingent upon a sufficient budget and / or Council approval if applicable.

1.5 Type of Agreement

The Preferred Proponent shall be required to enter into an Agreement ("Agreement") for the provision of the Deliverables.

The Purchaser intends to award Agreement to one (1) Proponent.

The Agreement will be signed on or around July 1, 2017 and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Agreement executed with the Supplier will be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.7 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

1.8 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:

Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.

The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.

The term “will” describes a procedure that is intended to be followed.

1.9 Interpretation

In this RFP, the Agreement and the Agreement Documents, unless expressly provided otherwise, the following definitions shall apply:

- a) “Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;
- b) “Agreement” means the Contract arising upon the acceptance of a Proposal and award of the Contract by the City in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Proponent;
- c) “Agreement Documents” means all of the following documents:



- I. The signed and executed Contract;
 - II. This RFP and any Addenda that form part of this RFP; and
 - III. Proponent's Proposal, as accepted by the City;
- d) "Benchmark" means the minimum required score of a Proponent's Proposal in order to proceed from Step 1 to Step 2 of the evaluation process. For this RFP, the Benchmark shall be 50 marks out of a possible 75 marks from evaluation of Step 1 - technical Proposals;
 - e) "Business Day" means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed; "City" means the Corporation of the City of Clarence-Rockland and includes any of its designated employees, officials or agents who are engaged to represent the City in their capacity and also includes an employee designated to exercise a discretion on behalf of the City; "Closing Time" means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the City; "Proponent" means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the City; "Contract" shall be synonymous with Agreement; "Contract Documents" shall be synonymous with Agreement Documents;
 - f) "Default" means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Sub Proponent or agent (or an officer, director, partner or employee of a Sub Proponent or agent) of the Proponent shall constitute a default by the Proponent;
 - g) "Disbursements" means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract,. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the City.
 - h) "Evaluation Team" means a team consisting of members of the City's staff and, where considered appropriate by the City, independent Proponents, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

- i) "Form of Proposal" means the Form of Proposal set out in the Form of Proposal section to this RFP comprising of two (2) steps, namely, the "Form of Proposal - Step 1" and the "Form of
- j) "Goods" means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- k) "Project" means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;
- l) "Proponent" means any person submitting a Proposal in response to this RFP;
- m) "Proposal" means a proposal submission made by a Proponent in response to this RFP;
- n) "Purchasing Manager" means the City's Manager of Supply & Processes or his designate;
- o) "RFP" means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Form of Proposal - Step 1, the Form of Proposal - Costing Step 2 and any schedules, the Terms of Reference, Sample Contract any other Appendices and all Addenda to the RFP together with all other documents expressly forming part of the RFP for this Project (also collectively referred to as "RFP Documents");
- p) "Services" means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:
 - all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;
 - all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;
 - all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Proponent under the Contract;
- q) (v) "Sub Proponent" is a person or entity having a direct contract with the Proponent to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;
- r) "Taxes" means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or

excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;

- s) “Total Contract Price” means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the City otherwise, shall be the maximum compensation and consideration receivable by the Proponent under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.
- t) “Work” means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the City elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.

1.10 Bid Irregularities

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

Irregularity	Consequenc
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the bidder or the bonding company.	Rejection.
Bids not completed in ink.	Rejection.
Signature missing from signature	Rejection.
Qualified bids (bids qualified or restricted by an attached or added statement).	Rejection, unless allowed for in the bid solicitation.
Bids received on documents other than those provided in the	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the
Failure to attend a mandatory	Rejection.

Bids containing errors in extensions, additions, or	The City has the right to correct mathematical errors.
The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed	The bidder has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes.
Bids which suggest that the bidder has made a major mistake in calculations or the bid.	Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department.
Addenda not acknowledged.	The bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids.
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the City, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity.

1.11 Personnel

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

1.12 Work Plan and Timelines

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

1.13 Delivery Lead Times

All work in this Project is to be completed 90 days from the date of award which will include exterior and site inspection reports.



1.14 Payment Terms

The Purchaser's standard payment terms are net thirty (30) days.

1.15 Accessibility for Ontarians with Disabilities Act

The Purchaser is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities. These policies, practices and procedures are available for review at

Suppliers are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

1.16 Supplier's Insurance

Throughout the term of the Contract, the Proponent covenants and agrees at all times during the term hereof to take out and keep in full force and effect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Brantford before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

- a. Include as additional insured "The Corporation of the City of Clarence-Rockland"
- b. Contain a cross-liability clause, severability of interest's clause endorsement
- c. Contain a clause including Contractual Liability coverage arising out of the contract or agreement

d. Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Clarence-Rockland. All requested lines of coverage to be shown on the Certificate

e. If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)

f. It shall be the sole responsibility of the Proponent to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Proponent.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Proponent for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Proponent for the provisions of Services

Professional Liability Insurance (Errors and Omission) Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less than \$2,000,000 or, alternatively, the Proponent shall purchase and maintain in force for the duration of the project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than \$2,000,000 per claim

1.17 Liability Insurance

No Services should be delivered until the Purchaser is in receipt of a satisfactory certificate, as set out below or as per the insurance broker's instructions. The following are sample provisions only and may not be appropriate in all cases. As such, these provisions need to be customized for each specific procurement and the limitations of liabilities/amounts set out below ascertained from the appropriate sector insurance broker. For example, errors and omissions insurance may be required in some cases.

1.18 Workplace safety and Insurance Board

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self - employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

[End of Part 1]

PART 2 - THE DELIVERABLES

OBJECTIVE OF THE PROPOSAL

There are six key objectives in requesting banking proposals.

1. To review current banking services
2. An opportunity to review potential areas of improvement of the overall banking arrangement and services
3. To find efficiencies in the various services provided, allowing proponent to recommend or propose alternatives to current procedures.
4. To explore the option of new services which banks may be able to provide
5. To have an efficient and effective banking service provided at the least cost to the City of Clarence-Rockland.
6. To offer improved services to our customers.

OUTCOMES EXPECTED

The term of this agreement shall be for a period of five years, with services to commence on August 1, 2017. Upon the completion of the successful five year term, the City may negotiate a further extension for an additional five year term based on satisfactory performance and price negotiations. It is a condition of the agreement that the service may be terminated, by either party upon 180 days written notice. In the event the agreement is terminated by the bank, it is understood that the cost of any cheques on hand at the termination date shall be paid to the City by the bank.

The City's bank accounts are to be at a bank location to be accepted by the City.

The successful proponent shall provide the City with personalized service with a dedicated team to offer strategic banking initiatives and to ensure the City is well informed throughout the contract term on current technologies, trends, features and services that best suit the City's needs. The proponent shall describe customer service strategies on resolving any issues that may arise. Proponents are to identify the key personnel who will be working on the City's account, outlining each of the team member's responsibilities, qualifications and experience.

The City's bank must provide services to comply with the *Municipal Act, 2001* or any subsequent legislation that may affect the City's banking services.

BANK ACCOUNT STRUCTURE AND ACTIVITY

The following is a description of the bank account structure and support services which the City considers necessary to carry on its normal banking operations. In preparing

your submission, provide complete details indicating how your bank would accommodate these service requirements including security features, any software or websites required to be accessed and ability to integrate with City applications to streamline import and export of data between the City and bank systems.

GENERAL ACCOUNT

All cash revenues and cheque disbursements are credited/charged to the City's General Account. This General Account is a current account requiring a full range of services. Income will be handled by deposit, bank transfer, or through direct access banking, and expenditures will be paid out by cheques, electronic funds transfers and wire transfers.

The City will purchase any new banking supplies (i.e. deposit slips and bags, accounts payable cheques, authentication devices) required, but the cost of any banking supplies on hand as of the contract start, that have to be discarded solely as a result of switching banks, will be considered as a transition cost during the evaluation process. All banks should indicate on the pricing summary, whether or not it will reimburse the City for the value of discarded banking supplies by indicating a Credit for changing financial institutions.

(a) TAX ACCOUNT

The City may require a second account specifically for receipt of tax payments. All tax related payments will be received in this account and the balance in the tax account will automatically be transferred to the General Account at the end of each business day. These payments include tax deposits made by the City.

(b) OTHER ACCOUNTS

The City may require other accounts for special purposes. The funds accumulated in these accounts will need to be automatically transferred to the General account at the end of each business day.

- a. Library Account - This account allows the City to keep the Library revenue from deposits and electronic payments separately for tracking and reconciliation purposes and meeting legislated requirements
- b. EFT Account - The purpose of this account is for the collection of large recurring electronic payments.
- c. High Interest Savings Account - This demand deposit account receives a preferential interest rate and allows the City to transfer funds to/from the General account so the City can benefit from the higher interest rate. This transfer can be done online and receives value immediately.

BANK STATEMENTS, CHEQUES AND DEPOSIT SLIPS

Bank statements will be issued electronically to the City on a daily basis showing at a minimum, the daily total of cheques cashed, daily totals of deposits made, individual debit and credit memos including all transfers to and from the accounts. For each transaction date, the individual deposits must be listed, as well as the individual batch totals of the cheques cashed, the individual debit/credit memos including all transfers/credits from other banks and accounts. The City will also require detailed listings of the individual cheques included in each batch. Hard copies of monthly bank statements should be mailed to the City.

- (c) In addition to hard copy bank statements, all online banking services must apply to each of the City's accounts.

All cashed cheques are to be returned to the City via electronic file.

Copies of all debit and credit memos affecting the City's accounts will be returned to the City the day after they are made and a complete set of memos will accompany the monthly bank statements. Such transactions requiring memos include bank transfers to and from outside banks, returned items, interest earned and charged, direct deposits from outside banks, bank transfers to and from other accounts, and any "error correction" memos. Each memo should clearly indicate the reason for the memo and any related documentation should be attached.

ONLINE BANKING FACILITIES

The City does not currently have on-line functionality but will be looking into this in the near future. Please describe your experience with helping a municipality with on-line payment functionality.

- (d) OUTGOING FUNDS

1. ELECTRONIC FUNDS TRANSFER (EFT) - ACCOUNTS PAYABLE

The City requires direct deposit to vendors with the option to send a corresponding email notification to the vendor. Payment information from the City is provided to the bank twice a week. Funds are deposited to vendors' accounts at various financial institutions. Email notifications, with details on each of the payments, are currently generated by the bank.

2. EFT - PAYROLL



The City requires bi-weekly, direct-deposit payroll service for all of its full-time and part-time employees. Payroll information from the City's is provided to the bank on a bi-weekly basis and funds are deposited in employees' accounts at various financial institutions. Pay stubs are generated by the City and provided to employees. The City deposits approximately 250 payments on a bi-weekly basis.

3. WIRE TRANSFERS

The City uses wire transfers on a limited basis but may investigate increasing usage at a later date.

4. CHEQUE FRAUD PROTECTION

The City's financial system generates an electronic register which is used by the bank to confirm the cheques issued by the City. As the vendors cash each cheque, the bank verifies that the name and amount on each cheque matches the detail on the register prior to releasing the money.

5. STOP PAYMENTS

All stop-payments for cheques issued by the City are administered online. The successful bank shall accept stop payment instructions online, by email or phone. The bank is to ensure that the request is enforced ~~immediately~~.

(e) INCOMING FUNDS

1. PRE-AUTHORIZED TAX PAYMENT PLANS

The City currently offers pre-authorized tax payment plans whereby fixed payments are withdrawn from the taxpayer's bank accounts over a twelve month plan or on each of the four regularly scheduled property tax installment due dates. Presently, a combined total of 3,000 participants utilize these payment programs. In addition, the City offers arrears planning, which results in intermittent preauthorized withdrawals throughout the year. Your proposal should clearly indicate if your solution can provide service of that nature and whether or not the service can be provided entirely online with no manual paper transfers required. The fee per transaction should be reported in the pricing summary.

2. TAX PAYMENTS WITH BANKING INSTITUTIONS

Property taxes can be paid at various banking institutions in person (using MICRE line technology), online, or phone. The lead bank must ensure that tax payments made to their own bank branches are credited to the City's tax account the same day. In addition,



arrangements must be made with all other financial institutions to accept payments and automatically credit to the City's tax account on the same day. Details regarding payee information must also be submitted to the City within 48 hours, electronically, in a format that allows for importing data directly into City software.

3. DEBIT AND CREDIT CARD DEPOSITS

Global Payments, the City's processor and acquirer of debit card payments, deposits money on a daily basis. The City currently does not accept credit card payments.

4. WIRE TRANSFER

Infrequently, the City will accept incoming wires.

REQUIREMENTS FOR ELECTRONIC/ONLINE BANKING

In addition to traditional banking services, the City in the future will be reviewing online banking services through web based internet services. Electronic banking services should involve a web based system allowing transactions such as wire transfers, stop payments, account transfers and other day to day banking activity to be performed. As a minimum, the electronic banking service should provide the following:

- a. Able to perform electronic/online current services listed above.
- b. Have an EFT solution that has the ability to manage the payments independently to hold payments or draw down payments, sort payments (i.e. by payment date)
- c. Have the ability to set up various levels of approvers for the various options for outgoing funds, specifically, the security can be set up differently depending on amounts and/or service used.
- d. Online inquiries during each working day from 8:00 a.m. to 5:00 p.m., to obtain information as of closing time on the previous workingday.
- e. A "Consolidated Balance Report" listing all City accounts and the Previous Day's Balance, Amount Credited, Amount Debited, Net Change and Present Balance for each account.
- f. A "Current Account Statement" for each City account listing all transactions occurring during a working day including individual deposits, credit memos, debit memos, and individual cheques cashed.
- g. A means of creating a "current account statement" for a specified period and downloading the information into spreadsheet format (i.e. Excel) to enable sorting and manipulating the information as needed for bank reconciliations and posting to the general. It should allow a range of dates with historical reporting of at least six months.

- h. Administrative tools with the ability to set up security settings that can be modified by a minimum of two levels of administrators, with some changes requiring one approver and other changes requiring dual approval.
- i. Ability to send out alerts i.e. expiring payments with outstanding approval.



- j. Supply, on daily basis, supporting documents for situations such as returned cheques, incoming wires, returned PAP, deposit confirmations and back up.

Your proposal should be as specific as possible concerning PC based online banking capabilities and recommendations regarding automating the City's reconciliations and/or payable or receivable processes. The City performs its own banking reconciliation services. In doing so, it requires an electronic listing of all items that have cleared the general account. Cheque numbers should be clearly identified on this listing.

Your proposal should include the names, addresses, and telephone numbers of two of your customers who are presently using your online banking facilities.

The cost of any additional hardware/software required to implement the successful proponent's online banking services will be taken into consideration during the selection process. Accordingly, your proposal should indicate exact hardware and software requirements including all backend infrastructure requirements, servers, specialized Hardware Appliances, etc., and all desktop/PC requirements, including but not limited to specialized or proprietary software, customized or proprietary plugins, etc., and all network traffic related routing requirements, including but not limited to, specific firewall routing requirements, port assignments, VPN requirements, etc. Additionally, the solution will indicate whether your bank is prepared to absorb the cost of any additional hardware/software the City would need to acquire, or if your bank would provide an allowance for customizations the City would need to meet any hardware/software requirements.

The City would require any PC based online banking to successfully interface directly with the City's financial system (Vadim). Proposals should include a sample package of reports as well as detailed descriptions of all costs including those pertaining to user fees, flat rate and connect charges, responsibility for equipment and software servicing and training and support. The proposal is to indicate all the software and hardware requirements of the workstation as well as any training and support offered with the respondent being responsible for supplying the software at no cost to the City.

(f) **AUDIT TRAIL REQUIREMENTS**

- b. Ability to track all changes made within the banking software
- c. Ability to date and time stamp all changes made
- d. Ability to identify which users made which changes
- e. Ability to track approval/s streams

BORROWING/LINE OF CREDIT

The City does not typically require short term borrowing to meet cash flow needs but in the event that short term borrowing might be required, the City annually passes a by-law to govern its borrowing requirements for current operations.

The successful proponent may be expected to provide a line of credit for the City which can be drawn upon in the event the City's bank balance becomes overdrawn. Provide a quote for this service and outline any impacts acquiring this service would have on any other services or fees.

Your proposal should specify the rate of interest you will charge the City on any draw on the line of credit and you should clearly indicate how it will be calculated. It should also specify the procedures to be followed if the City were to regularly require short term loans. (I.e. would the City be required to sign individual promissory notes each day or would some type of open line of credit suffice.) Proponents are encouraged to provide additional information on other short term borrowing options, other than those detailed in this proposal.

The City does not guarantee that all short-term borrowing will be done through the successful proponent. However, the successful proponent shall be given an opportunity to quote on short-term loan requirements of the City. The quote shall be successful if it results in the lowest net cost to the City.

INTEREST EARNED

Interest is to be credited to the City's account on a monthly basis. Your proposal should be specific as to the timing, methodology and interest rates to be used to determine the interest calculation.

Your submission should clearly indicate the rates that will apply when calculating interest to be credited to the City accounts, and when the credit will actually be received. All interest entries must be supported by detailed memos and supporting calculations outlining dates, daily balances, average balances, compensating balances, rates used, etc.

Any preferential High Interest Savings Accounts (HISA) should also be detailed showing the interest rate and any associated fees (and whether a flat fee applies or variable rate on balances). Please state how the HISA interest rate is calculated and whether it is based on a formula (i.e. prime rate+/-) or subject the banks discretion. Please state

Any minimum balances that are required and whether transfers to / from this account can be made through the online banking system and if these transfers incur any fees and when cleared value is received (i.e. immediate, end of day, etc.)

Any preferential rates on short term money market deposits (30, 60, 90, 180, 365 days) should also be identified. Please state how this preferential rate is calculated (i.e. a formula based on posted rates or other method).

DEBT ISSUES

The bank must be able to segregate the payments made by our debtors to facilitate bank reconciliation and debt management.

CREDIT REPORTS

The bank must be able to provide credit reports on individuals or corporations as required at no cost. Reports must be submitted to the City within 10 days of request.

SERVICE CHARGES

Bank service charges, in any form, shall not be charged to the City's bank accounts except for the fees expressly established in the agreement and detailed in the pricing summary.

BASIC REQUIREMENTS

In an effort to cut costs and improve efficiencies and service, many banks are centralizing operations and local bank personnel may not necessarily be the customer's account representative. Your proposal document should clearly outline your bank's current administrative structure, any proposed changes which may be forthcoming, and indicate the name, title, and address of the Bank's representative who will be responsible for the City's account during the term of the agreement.

- (a) NOTE - Information supplied by proponents under this clause shall be held in strict confidence by the City of Clarence-Rockland and will not be made available as public information.

The date for transfer of accounts and full implementation shall be negotiated with the successful proponent. It is recognized that there may be a transition cost to the City in the form of staff time and new forms required to transfer accounts. By the same token it might be expected that the successful proponent in offering a comprehensive line of services can, in fact, provide resources to assist with the transition. In your proposal please detail/outline the level of support you are prepared to offer.

The negotiated transfer and implementation date should provide the City and the successful proponent sufficient time to have new cheques printed and all required

hardware and software installed to support the automated banking features of the successful bank. However, the City shall not be held liable if the transfer is delayed beyond the implementation date due to circumstances beyond the City's control.

As indicated above, the pricing impact over the term of the agreement, including any transition costs such as new computer hardware/software cost to implement PC online banking, cost of cheques on hand at the transition date that have to be scrapped, will be considered during the evaluation process. To help identify all relevant costs, and to facilitate the evaluation process, you must complete the pricing summary appended to this document. Narratives and detailed descriptions of the services to be provided can be detailed elsewhere in your proposal but the pricing summary included in Appendix B must be completed.

Those banking services needed to meet existing levels of service have been outlined in this proposal. However, the City requires the ability to call on its bank to provide in-depth evaluation of present cash handling techniques with a view to eliminating manual procedures, speeding cash flows and eliminating duplication. With this in mind proponents are invited to provide information and prices in their proposal for the supply of other related banking services which could be of benefit to the City's operations (i.e. Accounts Payable or Payroll processing services, cheque deposits, loose coin counting/rolling).

The City would like to explore the option to pay most of its banking fees through a flat-rate monthly fee. Indicate the monthly flat rate fee your bank would charge during the term of the agreement and list all other fees not specifically covered under the flat rate fee.

- (b) The City will not be subject to any fee or service charge during the term of the agreement which is not expressly indicated in the pricing summary.

The fees established in this agreement are to remain firm over the term of the agreement.

References - Municipal Clients

Provide a list of two (2) Ontario municipal clients as references. Include the contact person, address, telephone number, fax number and email address and number of years your institution has been providing service or has serviced the client.

QUESTIONS

In addition to the requirements listed in the previous sections, your proposal should also include answers to the following questions. Proponents should indicate question

number and answer each question in the same order as presented below. If there is additional information relevant to your product offering and capabilities that are not addressed in the questions below please include the information in your proposal.

(c) General:

1. Outline your security measures to detect or prevent fraud.
2. Will you be outsourcing or contracting with a third party for any service or technology aspect(s) of your proposal? If so, please elaborate.
3. New products:
 - a. Can you offer a view of what is in the development phase/near release?
 - b. Can you offer provision for new services at a reasonable rate as they come online? If successful in this proposal, would the City receive preferential access to, and pricing for, these new opportunities? Elaborate.
4. Do you recommend any other banking services that you can supply?
5. Please outline your calculation methodology for interest rates on bank balances, including the various criteria that would have to be met.
6. Are there opportunities for better than market interest rates for investing?
7. Describe the details of your deposit insurance?
8. Who is responsible for training and support?
9. What are your notification tools for situations such as returned cheques, incoming wires, returned PAP, deposit confirmations and backup?
10. Please elaborate on the use of EFT vs wire transfers when paying suppliers. Describe the differences, including timing, security, etc.
11. In relation to all deposits, including property tax payments can your institution, and your institution in harmony with all other financial institutions, accept payments and ensure that the City's bank account will be credited on the same day?
12. Outline the support your institution can offer in terms of tracing and handling customer related problems.
13. The City requires daily online access to all account balances and transactions on a current and prior days' basis. The online system must provide daily reports for all of the City's accounts showing balances and transactions for the prior day's activity with the ability to specify dollar ranges, as a minimum level of service. The account balances should be presented in a summary and detailed format, including a report showing the City's consolidated account position. Describe your system with respect to these needs. How current is this information? We prefer that online access be a web based system allowing transaction such as wire transfers, stop payments, account transfers and other day to day banking activity to be performed. It should have security settings that can be modified by a specified administrative user. It should allow a range of dates with historical reporting of at least six months. Describe your system with respect to these needs.
14. Does the bank offer a POS solution? If yes, please elaborate.

- 15. Do you offer fixed pricing option?
- 16. What is your customer support escalation process?

(d) Technical:

- 17. How can the bank assist in ensuring City’s PCI compliance?
- 18. Describe your data center back-up procedures.
- 19. Outline your Disaster Recovery Measures.
- 20. Please describe the security measures in place to ensure the security of the electronic file transfers. What measures do you make use of? (for example, do you only allow certain machines to access the accounts?)
- 21. Please specify the supported network protocols and proposed connectivity approach to the online banking site.
- 22. Describe your solutions’ data transmission encryption approach for file transfers and information over public networks.
- 23. What browsers are supported by your application? Include vendor, browser version and operating system.
- 24. Indicate all of the software and hardware requirements of the workstation as well as the training and support offered. We anticipate that any software will be no-charge. Indicate if otherwise.
- 25. Describe your implementation strategy with regards to:
 - a. Project management methodology
 - b. Project plan
 - c. Implementation Team
 - d. Implementation timeline
 - e. Acceptance criteria
 - f. Go-Live Plan
 - g. Service Level Agreement details
 - h. Post-go live support and escalation procedures
 - i. Governance structure
- 26. Who is responsible for equipment and software servicing?

ACCOUNT ACTIVITY FOR 2015 and 2016

	2016	2015
Monthly Average Cash and Cash Equivalents Balance	\$14,935,931	\$12,967,852
# of Monthly Average Debits	468	447
# of Monthly Average Credits	495	489
Payables:		
# of Cheques Written/EFT	5,070	5,252
Value of Written Cheques	52,329,100	48,932,004

[End of Part 2]



PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

3.1.1 Stage I - Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

3.1.2 Stage II - Rated Requirements (Appendix "D")

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it related to reference checks.

3.1.3 Stage III - Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix B. All provisional pricing shall include, without limitation, all professional fees, consulting fees, materials, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice

3.1.4 Stage IV - Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent.

Reference checks will be performed to confirm or clarify information provided within the Proponent’s Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

3.2 Stage I - Review of Mandatory Requirements (Pass/Fail)

Proponents must meet the following mandatory qualifications in order to be considered to provide banking services required in this RFP. Submission not meeting the mandatory criteria will be disqualified from the process.

Financial Institution Capabilities:

- i) Shall be a Schedule 1 financial institution chartered under the Canada Bank Act;
- ii) Shall provide a current credit rating;
- iii) Shall have online electronic web-based banking services;
- iv) Shall be able to provide electronic fraud protection services for cheques issued by the City.

Proponents shall include documentation within their submission to acknowledge meeting the above mandatory criteria. A Proposal must include the following two (2) mandatory forms:

Appendix	Title of Appendix
Appendix A	Form of Offer
Appendix B	Rate Bid Form

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

3.2.1 Form of Offer - Appendix A (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix A) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form - Appendix B (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix B, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately

- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- Travel, accommodation, and other costs shall be at the Proponent's expense.
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.3 Stage II - Evaluation of Rated Requirements (75 points)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

Rated Requirements- Refer to Annex "E"

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponents understanding of the Purchaser's business needs and should provide a detailed answer to the information requested.

- Be provided in the same sequential order as set out.

A minimum score 50 out of 75 for rated requirements must be achieved for any Proponent to move into Stage III - Pricing.

3.4 Step 2 - Evaluation of Cost Proposals

Only those Proponents who have met or exceeded the Benchmark in step 1 will proceed to step 2.

All Proposals succeeding through step 1 and receiving an evaluation score, as adjusted after the interview (if at all), at or greater than the Benchmark, will have their Form of Proposal - Costing - Step 2 envelope opened and evaluated during step 2.

Provisional Pricing will be evaluated by using the following calculation:

$$\frac{\text{Lowest overall fixed price}}{\text{Proponent's overall fixed price}} \times 25 \text{ points}$$

3.5 Potential Negotiations

Notwithstanding any other provision contained in this RFP or a Proponent's Proposal, the City reserves the right to negotiate with the recommended Proponent in the following circumstances:

- Where the lowest cost per point and compliant Proposal exceeds the City's budgeted or estimated costs, the City in its sole and absolute discretion may, but is not obligated to
- cancel the RFP;
- re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;
- provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;

3.6 Discussions with Preferred Proponent

Subject to the requirements, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to ten (10) Days after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]



PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	April 28,2017
Proponent Deadline for Questions:	May 15, 2017
Proposal Submission Deadline:	2:00:PM on May 24,2017
Anticipated Agreement start date:	August 01, 2017

Note - all times specified in this RFP timetable are local times in Rockland Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™ and the City Web page.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

4.1.3 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates



only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.4 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.2 Communication after RFP Issuance

4.2.1 Contracting Authority Contact Information

All communications regarding any aspect of this RFP must be directed to the following Contracting Authority:

Gerald (Gerry) Lalonde
Manager of Supply & Processes
Cite/City Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K1P7
613-446-6022 Ext 2206
Cell 613-808-6372
Glalonde@clarence-rockland.com

Proponents that fail to comply with the requirement to direct all communications to the Contracting Authority may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the Contracting Authority);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team;
- any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees); and
- any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the Contracting Authority

All questions submitted by Proponents by email to the Contracting Authority shall be deemed to be received once the email has entered into the Contracting Authorities' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than Contracting Authority. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the Contracting Authority on any matter it considers to be unclear. The Purchaser shall not be

responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the Contracting Authority in writing prior to submitting a Proposal. If appropriate, the Contracting Authority will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of, MERX™. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchaser. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™ a, since they must obtain them through MERX™.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and RFP number, and the Contracting Authority's name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery—chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

City Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K1P7
(Attn.: Gerald Lalonde)

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP.

The Proponent will provide a final report in hard copy bound, with tabbed sections.

Three (3) copies of the report to be provided as described as well as two (2) Electronic Copies on two (2) reproducible USB/CD's

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 - Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

Envelope 1 - Proposal, to include:

- One (1) bound original (prominently marked “original”) of the Proposal
- Two (2) unbound photocopies of the Proposal including all Appendices
- Two (2) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices.

Envelope 2 - Financial Information, to include:

- One (1) original (prominently marked “original”) of Appendix B.
- One (1) photocopy of Appendix B.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix B in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix B), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

Proposals should be prepared simply and provide a straightforward concise description of the Proponent’s capabilities for satisfying the requirements of the City’s Proposal call. Emphasis should be on completeness and clarity of content. Proposals should be no more than thirty (30) pages. Appendices, CVs, resumes are not to be considered in the number of pages.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered



- Any embedded literature links within a Proposal should be a direct link to the Services page rather than the Proponent's main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix D and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by **on or before** the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the Contracting Authority before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for ninety (90) Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

4.3.13 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

4.3.14 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within five (5) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the Contracting Authority.

The Preferred Proponent shall execute the Agreement in the form and Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) Days of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser will consider such requests for clarification in accordance with Section 4.2.1 of the RFP.

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

4.4.4 Debriefing

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Contracting Authority requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of Information - The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use - Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- Consent - It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.6 Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, and c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.

- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work

- The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
- The Proposal prices exceed the funds available for the Services, or
- The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

4.6.2 Rights of the Purchaser - Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

4.6.8 Indemnification

The Proponent shall indemnify and save harmless the City and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Proponent, its employees, officers or agents in the performance of this Agreement, subject to the following:

- CITY PROVIDED INFORMATION: The City further acknowledges and agrees that the Proponent will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Proponent by the City. The City agrees to accept full responsibility for the accuracy of all information and data that it provides to the Proponent.
- WORK PRODUCT LIMIT: The City further acknowledges and agrees that the Proponent cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Proponent.

4.6.9 Force Majeure

A party hereto shall not be responsible for failures in performance due to Force Majeure.

"Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;

- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Proponent, the Proponent notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Proponent first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Proponents agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

[End of Part 4]



APPENDIX A - FORM OF OFFER

Each Proposal must include this form completed and signed by the Proponent.

To: [Insert Purchaser's Name]

1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
<p>If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must:</p> <ul style="list-style-type: none"> Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.6 of this RFP). Describe the consortium members. Describe the contingency plan if a consortium member is no longer part of the consortium. 	



2. Offer

The Bidder declares that:

- (a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.
- (b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Submission are in all respects true.
- (g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- (h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the City.

The Bidder acknowledges that the City shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the City in its sole unfettered discretion deems most advantageous to itself.

The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the City for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the City. By submitting a Tender, the Bidder acknowledges the City's rights under this section and absolutely waives any right, or cause of action against the City and its Proponents, by reason of the City's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

The lowest, or any, Tender will not necessarily be accepted and the City shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
- (ii) Accept a Tender which is not the lowest Tender; and
- (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The City reserves the right to consider, during the evaluation of Tenders;

- (i) information provided in the Tender document itself;



- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the City of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;
- (vi) the compliance of the Bidder with the City's requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;
- (viii) whether the Bidder has been involved in litigation with the City during the last sixty (60) months before the date of this RFP.

The Bidder acknowledges that the City may rely upon the criteria which the City deems relevant, even though such criteria may not have been disclosed to the Bidder.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.

4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix A - Form of Offer	Envelope 1	
Appendix B - Rate Bid Form	Envelope 2	

5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.



The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for ninety (90), Days following the Proposal Submission Deadline.

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement.

9. Criminal Background Checks

If its Proposal is selected by the Purchaser, the Proponent specifically acknowledges and agrees to comply with the Criminal Background Checks provisions as set out in the Form of Agreement.

10. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.



Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the Contracting Authority, in the form prescribed by the Contracting Authority.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

11. Execution of Agreement

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title



APPENDIX B - RATE BID FORMS

The Proponent should use Appendix C to respond to Section 3.2.2 - Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

Service/Activity	Flat Monthly Fee	Fee per Transaction	Other Fees	Comments
Electronic Fees				
Reporting				
Standard Balance Reporting				
Incoming Wires Notifications				
Returned EFT Notifications (Payroll and AP)				
Insufficient Funds Notifications (PAP and Cheques)				
Cheque Reconciliation				
Cheque Processing				
Image Extraction				
Issue Record				
Transmitted Void Issue Record				
Outstanding Issue File Transmission				
Online Report Request				
Issue File Transmission				
Outstanding Issue Record				
Paid Record				
Monthly Maintenance				
Online Enquires				
Electronic Funds Transfer (EFT)				
Payments to Suppliers				
Email Notification for Payments to Suppliers				
Payroll				
Wire Payments				
Incoming				
Outgoing				



Authentication Devices				
Account Management Fee				
Overdraft Charges				
CD/DVD ROM with Cheque Images				
Software Required to View Cheque Images				
Tax Bill Payments				
Customer Payment of Taxes at Bank Branches				
Pre-Authorized Payment Plan				
Tax Payment and Filing				
Remote Deposit Capture				
Online Bill Payments				
Non-Electronic Fees				
Deposits (Cash and Cheques)				
Certified Cheques				
DR/CR Memos				
Annual Audit Verification				
Stop Payment Notices				
Statements (Hard Copies via Mail)				
Bank Account Statements				
Interest Statements				
Investment Statements				
U.S. Drafts/Money Orders				
Insufficient Fund Cheque Returns				
Other Services				
Hardware/software Costs				
Allowance/Credit for changing financial institution (i.e. surplus cheques)				



APPENDIX C - CREDIT INTEREST SCHEDULE

Service/Activity	Interest Formula	Minimum Balance (if applicable)	Comments
Current Account (General)			
High Interest Savings Account (HISA)			
Other Deposit Account (if applicable)			
Bankers' Acceptance Notes (term and rate)			
Money Market Deposits (separate line for each term 30, 60, 90, 180, 365 day terms)			



APPENDIX C - REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

APPENDIX D - RATED REQUIREMENTS

1.0. Evaluation Criteria

1.1.1. The criteria in Table 1 will be used in the step 1 evaluation. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent's score.

1.1.2. The following is a table listing the evaluation categories, indicating:

- i) the maximum score attainable in each category; and
- ii) the overall minimum score that must be attained ("Benchmark") in order to proceed to step 2 of the evaluation.

Criteria for the Evaluation of Proposals
TABLE 1

Evaluation Criteria	Points
<p>A. Proponent's Corporate Qualifications and Experience Proponents shall provide:</p> <ul style="list-style-type: none"> • Qualifications, expertise and past performance on projects of similar size/complexity (preferably in municipalities). • A minimum of two (2) client references, including client contact information from projects of a similar size and scope within the past five (5) years. For each reference, provide a detailed project description/example including scope of work, budgets, photographs and project locations. 	10

<p>B. Proponent's Project Lead's Qualifications and Experience Proponents shall provide the following information regarding the Project Lead:</p> <ul style="list-style-type: none"> • Qualifications, expertise and past performance on projects of similar size and complexity. • A minimum of two project examples demonstrating relevant experience. • Description of the project lead's respective role and availability for the Project including capacity to respond to critical time and complex scope requirements • Resume to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. 	<p>10</p>
<p>The City reserves the right, at their sole discretion, to reject a Proponent's Proposal if it is determined by the RFP Evaluation Team that the proposed Project Manager lacks the required qualifications to perform the task of Project Manager. Their decision regarding this matter will be final.</p>	



<p>C. Proponent’s Team Qualifications and Experience Proponents must demonstrate the capability and experience of the team (including Sub-Proponents) to provide the quality of services and commitment to a timeline, including:</p> <ul style="list-style-type: none"> • Completeness of the <u>team</u> roles, experience of the key individuals who will be part of the team for this project, including but not limited to experience with this type of work. • Sufficient staff and technical resources to meet the timeframes of the work plan. • Demonstrated commitment to provide qualified resources to the Project. <p>For each of the “Key Members” of the Proponents Team (including all Sub-Proponents to be utilized on the Project), Proponents shall provide:</p> <ul style="list-style-type: none"> • qualifications, expertise and past performance on projects of similar size and complexity. • description of the key member’s respective role and availability for the Project including capacity to respond to critical time and complex scope requirements. • resume for each key member to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. Please limit resumes to two (2) pages per person. <p>Proponents should identify if the proposed Proponent team has worked together in past projects.</p>	<p>10</p>
<p>D. Comprehensive Project Understanding, Approach & Methodology</p> <ul style="list-style-type: none"> • Provide details of your understanding of this Project. • Describe your approach and methodology as they relate to the objectives and scope of work detailed in the Terms of Reference; • Identify any anticipated challenges to the Project; • Outline and describe in detail any other options, innovative ideas or suggestions that would result in cost savings. 	<p>10</p>



E. Project Schedule and Work Plan Proponents shall provide: <ul style="list-style-type: none"> • Project Work Plan and Time Schedule - Include a breakdown of the major tasks, start date and end date. Highlight in the schedule where/when key deliverables (as outlined in the Terms of Reference) will be provided. Demonstrate ability to deliver on all Project objectives including demonstrating how the proponent plans to facilitate the transition for the City. 	10
F. Banking Services & Functionality <ul style="list-style-type: none"> • including and not limited to Regular Banking Services, Collection Services, Disbursement Services 	15
G. Technical Integration	10
Maximum Attainable Score for Stage 1 - Technical Proposals	75 points
Minimum Score to proceed to Stage 2 (“Benchmark”)	50 points
Service Fees	25 points

Where required in Table 1 or where any project example is given in a Proposal, Proponents shall include:

- the name and description of the project;
- the contact information including the individual’s name, title, organization name, telephone number and e-mail address if available;
- the cost of the project; and
- the start and completion date of the project.

The City reserves the right, at its sole discretion to contact references and/or use references in the Proponent selection process.

In addition, any information received in response to enquiries made by the City of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent may also be considered.

1.2 Optional Interviews



Prior to step 2, the City, at its sole discretion, reserves the right to conduct interviews with any number of the top scoring Proponents. The interviews will be held for clarification purposes and to verify the scores which the Evaluation Team has applied to those Proponents being interviewed.

After the interviews, the Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.

The Proponent's project manager and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Unless otherwise instructed by the City, Proponents shall keep the number of presenters to the interview to no more than three (3) people.

Any interviewed Proponent falling below the Benchmark will not move on to step 2. All interviewed Proponents whose scores remain at or greater than the Benchmark will move on to step 2.



APPENDIX E - NOTICE OF "NO BID"

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Title: _____

Name: _____ Date: _____

(Print)



COURTESY LABEL

From:



BID SUBMISSION
F18-FIN-2017-002
Banking Services
(TECHNICAL SUBMISSION ENVELOPE #1)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 Laurier
Client Service Center
Rockland, ON
K4K1P7

CLOSING DEADLINE – no later than 2:00 P.M., May 24, 2017



From:



BID SUBMISSION
F18-FIN-2017-002
Banking Services
(FINANCIAL SUBMISSION ENVELOPE #2)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

CLOSING DEADLINE – no later than 2:00 P.M., May 24, 2017

