



REQUEST FOR PROPOSAL NO. PS11005

THE SUPPLY OF FINANCIAL SERVICES

Proposals will be received in the City of Vancouver's ("City's") Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M., Vancouver Time (as defined in Note 2 below), Tuesday, March 15, 2011 and publicly opened and registered at 11:00:00 A.M. Wednesday, March 16, 2011.

NOTES:

1. Proposals are to be submitted in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days from 8:30 am to 4:30 pm Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFP shall be submitted

in writing to the attention of:

Harinder Kainth

Contracting Specialist

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART A - INTRODUCTION**

PART A - INTRODUCTION

Page A1 - A4

- 1.0 Overview
- 2.0 Background
- 3.0 Objectives
- 4.0 Requirements

PART B - INSTRUCTIONS TO PROPONENTS

Pages B1 - B8

- 1.0 Administrative Requirements
- 2.0 Conduct of RFP - Inquiries and Clarifications
- 3.0 Contract Requirements - Form of Agreement
- 4.0 Pricing
- 5.0 Consortium Proposals
- 6.0 Submission of Proposal
- 7.0 Format of Proposal
- 8.0 Bid and Performance Security
- 9.0 Conflict of Interest
- 10.0 Opening of Proposals
- 11.0 Evaluation of Proposals
- 12.0 Proposal Approval
- 13.0 Quantities
- 14.0 Brand Names
- 15.0 Alternate Solutions
- 16.0 Sustainability
- 17.0 Freedom of Information and Protection of Privacy Act
- 18.0 Confidentiality
- 19.0 Advertising
- 20.0 Non-Resident Withholding Tax - Intentionally Omitted
- 21.0 Legal Terms and Conditions

PART C - PROPOSAL FORM

Pages PF1 - PF11

- 1.0 Required Documents
- 2.0 Proponent's Declaration and Acknowledgment

Attachment A - Legal Terms and Conditions

SCHEDULES:

- Schedule A - Requirements
- Schedule B - Pricing
- Schedule C - Deviations and Variations
- Schedule D - Sub-contractors

APPENDICES:

- APPENDIX 1 - FORM OF AGREEMENT (17)**
- APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES (6)**
- APPENDIX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE (3)**
- APPENDIX 4 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE (1)**

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART A - INTRODUCTION

1.0 Overview

1.1 This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent(s) to provide various comprehensive financial services as listed below. The City of Vancouver, (“City”) is requesting proposals from innovative service oriented Proponents and is committed to seeking out new and enhanced service and technology to keep it on the leading edge of providing cost effective quality based services. The successful Proponent(s) work will consist of but not be limited to:

- being the City’s “Bank” (as defined in the Canada Bank Act) and providing the City with all core financial services including collector bank services;
- providing coin processing services to handle the City’s parking meter coins;
- providing merchant credit and debit card services to the City;
- providing investment custodial services to the City;
- providing purchasing card services to the City; and
- various other value-added services,

in accordance with the Requirements (the “Requirements” as described in Schedule A - Requirements), as set out herein in Schedule A.

1.2 The purpose of this RFP is to assist the City in selecting a Proponent(s) with the product mix and service capability to efficiently and cost-effectively supply quality services as per the Requirements set out herein. The Requirements stated within this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and negotiation process.

1.3 The City will consider Proposals that meet either all or part of the Requirements. The successful Proponent will be the Proponent who offers the best value, which will be assessed as a combination of experience, pricing, scope, duration and level of services offered and proposed service enhancements.

2.0 Background

2.1 The City of Vancouver

The City, with a population of approximately 630,000 lies in a region of more than two (2) million people. Vancouver is the largest City in the province of British Columbia and the third largest in Canada. As the main western terminus

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART A - INTRODUCTION

of Canada's transcontinental highway and rail routes, as well as home to the Port Metro Vancouver, Vancouver is the primary City of western Canada, one of the nation's largest industrial centres and is consistently rated as one of the most livable cities in the world.

2.2 Scope

The City of Vancouver requires a range of financial services to support its operations. Through this RFP the City is seeking a Bank and potentially one or more other entities to provide the City these financial services that are detailed in Schedule A - Requirements of this RFP.

Proponents who wish to become the City's Bank must submit a Proposal for all the services described in Sections 2.0 (Core Financial Services) and 3.0 (Coin Processing Services) of Schedule A - Requirements. However, as the City is seeking to integrate its financial services to the greatest extent possible, in their Proposals, Proponents are encouraged to address all the requirements laid out in Schedule A. Proponents who do not wish to become the City's Bank, but wish to submit a Proposal for one or more of the service components described in Sections 3.0 (Coin Processing Services), Section 4.0 (Credit and Debit Card Merchant Services), Section 5.0 (Investment Custodial Services) and Section 6.0 (Purchasing Card Program) of Schedule A - Requirements may do so.

The preferred Proponent for the services outlined in Section 2.0 of Schedule A will be invited to enter into an Agreement with the City and become the City's Bank. In addition to becoming the City's Bank, it is expected that the selected Proponent will act as a strategic partner. The City prefers to enter into an Agreement with a single Proponent for all of the services listed in Schedule A - Requirements, however, where there are Proponent(s) for the services listed in Sections 3.0 through 6.0 of Schedule A - Requirements that offer better value, such Proponent(s) will also be invited to enter into an Agreement to provide such service.

3.0 Objectives

3.1 The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively meet the Requirements as set out in Schedule A - Requirements. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

3.2 The objectives of this RFP are to:

- ensure the City is receiving competitive pricing for financial services;
- ensure that the City is receiving high quality financial services;
- consolidate financial services wherever possible; and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART A - INTRODUCTION

- enhance and improve the efficiency of City processes wherever possible, especially in areas where current technologies can be applied.

4.0 Requirements

- 4.1 A sample of the City's Form of Agreement outlining the City's contractual requirements for payment, insurance, WorkSafeBC coverage and compliance, change orders and all other relevant business issues and risk allocations is attached as Appendix 1. Proponents are requested to review and confirm as part of their Proposal that they are agreeable to and can meet the requirements of all of the terms of the sample form of Agreement or if they consider any part of the sample Form of Agreement to be inconsistent with their proposal, to suggest alternative contractual language in Schedule C - Deviations and Variations.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part C) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.
- 1.2 Proponents are to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Director of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries are to be in written form only e-mailed to purchasing@vancouver.ca or faxed to 604.873.7057 to the attention of the contact person shown on the cover page no less than five (5) Business Days prior to the Closing Time. If required, an addendum will be issued and posted on the City's website.

3.0 Contract Requirements - Form of Agreement

- 3.1 The term of the Contract shall be for a five (5) year period with the option to renew for five (5) additional one (1) year periods to a maximum of ten (10) years. The option to extend the Contract is subject to agreement between the Contractor and the City. Where the City and Contractor continue to deal with each other following the expiry of the Term, without any additional or other written agreement in respect thereof, the Contract will be deemed to be renewed on a year to year basis on the same terms and conditions as before the expiry of the Term and may be cancelled without cause by either party on ninety (90) days' prior written notice to the other.
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into a Contract substantially in accordance with the sample form of agreement provided as Appendix 1. If any of the terms set out in the sample agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal Form (Schedule C - Deviations and Variations).

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS

- 3.4 While the City is not obligated to accept any alternatives, deviations or variations to the sample Form of Agreement, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

- 4.1 Prices quoted are to be exclusive of HST, except where expressly requested.
- 4.2 Pricing shall be fixed for the full term of the Contract. Prices may be adjusted after the term of Contract, at the beginning of each renewal period only, by giving the City at least one hundred and eighty (180) days prior written notice of the Contract Price increase. Pricing adjustments will be by mutual agreement by both the Contractor and the City, subject to documented proof which can be verified with an independent published source or mutually acceptable market index as related to the Services.
- 4.3 In order for the City to be able to compare proposals, Proponents are asked to separately price in Schedule B - Pricing, Sections 2.0 through 7.0.
- 4.4 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.5 Prices are to be quoted in Canadian currency.

5.0 Consortium Proposals

- 5.1 The City will consider a proposal from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the full corporate names and the information set out in the front page of Part C of all members of the joint venture or consortium and all members sign the Proposal Form. While the City will consider such a consortium proposal, the City has a strong preference for proposals submitted by a single firm who would provide certain services and enter into contracts directly with Proponents to perform parts of the Requirements.
- 5.2 A single person or company is to be identified as the Key Contact Person on the Proposal Form (Part C), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

- 5.4 The City reserves the right to accept or reject any consortium as proposed or choose to negotiate a contract with individual consortium members separately, or to negotiate for the selection of one consortium member as a prime contractor with the other members acting as Sub-contractors or Sub-consultants. Each component of the consortium proposal should be priced out individually.

6.0 Submission of Proposal

- 6.1 Proponents are to submit nine (9) hard copies of their Proposal in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda in each binder. Proponents should also submit one (1) electronic copy of their proposal in the same format described above on CD. All copies are to be submitted in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and at the location shown on the title page of this RFP. ***Proponents should submit as part of their Proposal package, their complete response to Schedule B - Pricing in a separate envelope clearly marked as "Pricing Details", and only one (1) copy of the pricing information is required.***
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Office, #320-555 West 12th Ave., East Tower, Vancouver, V5Z 3X7 and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents should complete all forms included in this RFP, attaching any additional appendices that may be required. Proposals are to be arranged as follows:
- a) Title Page: The title page will show the RFP title and number,

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

- Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.
- b) Table of Content: Page numbers should be indicated.
- c) Executive Summary: A short summary of the key features of the Proposal demonstrating that the Proponent understands the scope of the Requirements.
- d) Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A - Legal Terms and Conditions included in this RFP in accordance with the instructions.
- e) Required Documents: The Proponent is to attach any required document described in Part 1, Section 1.0 - Required Documents of the Proposal Form.
- f) Schedules: The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.
- g) Added Value: Proponents may submit Added Value services above and beyond the scope of work and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

9.0 Conflict of Interest

- 9.1 Proponent's are to ensure that:
- a) any and all conflicts or potential conflicts; and
- b) any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Part C - Attachment A - Legal Terms and Conditions.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS

- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to its Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0 Opening of Proposals

- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, price, and any other relevant criteria set out herein including, but not limited to:

- a) the Proponent's ability to meet the Requirements and the cost /expense for same;
- b) proven experience in delivering a similar scope of work;
- c) the Proponent's ability to deliver the Requirements when and where required;
- d) organizational structure including location of main branch providing service, branches and cheque processing centre;
- e) overall scope, quality, breadth and integration of offered services;
- f) customer support capabilities;
- g) ability to provide innovative and cost-effective solutions to the service requirements listed in Schedule A - Requirements;
- h) means and extent of risk mitigation offered to the City in association with financial services offered;
- i) ability to assure protection of the City's information through appropriate security and control systems;
- j) proposed transition plans for ensuring seamless and secure changeovers from existing services to those proposed by Proponents;
- k) compliance with the City's insurance requirements;
- l) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel, financial stability, track record, and references of current and former customers;

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

- m) the Proponent's financial offer including but not limited to prices, support, operating and maintenance charges, warranty length and any life cycle considerations;
- n) the Service quality, configuration and whether the Services meet current industry standards and its comparative standing with competing services;
- o) quality of Proposal, including any innovative concepts; and
- p) any other criteria set out in the RFP or otherwise reasonably considered relevant.

11.2 The City may elect to short list Proponents in stages as deemed necessary.

11.3 Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, performing demonstrations, and/or furnishing additional technical data.

11.4 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If Products not fully consumed, they will be returned at the Proponent's request and expense.

11.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual audited financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

11.6 The City may request that any or all Sub-Contractors of the Proponent undergo the same evaluation process.

12.0 Proposal Approval

12.1 Proposal approval is contingent on funds being approved and the Proposal being approved by appropriate parties. Only then may the successful Proponent(s) and the City proceed to settle, draft and sign the necessary legal agreement.

12.2 Proponents should note that City Council must approve all Goods and Services where the Contract Price exceeds two million dollars (\$2,000,000).

12.3 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.

12.4 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

12.5 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

- a) accept any Proposal;
- b) reject any Proposal;
- c) reject all Proposals;
- d) accept a proposal which is not the lowest Proposal;
- e) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;
- f) reject a Proposal even if it is the only Proposal received by the City;
- g) accept all or any part of a Proposal; and
- h) split the Requirements between one or more Proposals.

13.0 Quantities

13.1 The quantities stated in the RFP are only the City's best estimates of the Requirements and the Proponents should not consider such estimates to be fixed quantities. Actual quantities will likely vary, but the Proponent's unit prices will remain fixed regardless of the actual variances in quantities actually required by the City.

14.0 Brand Names - Intentionally Omitted

15.0 Alternate Solutions

15.1 If in addition to proposing goods and services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

16.0 Environmental Responsibility

16.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.

16.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

17.0 Freedom of Information and Protection of Privacy Act

17.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's Consultants or Contractors to protect all

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART B - INSTRUCTIONS TO PROPONENTS**

personal information acquired from the City in the course of providing any service to the City.

18.0 Confidentiality

- 18.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 18.2 This RFP is the property of the City. Copies may not be made or distributed without the prior written approval of the City's Director of Supply Management.

19.0 Advertising

- 19.1 The approval of any Proposal and the signing of an Agreement does not allow a Proponent to advertise its relationship with the City, in any way without the City's prior written authorization.

20.0 Non-Resident Withholding Tax

- 20.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least thirty (30) days before commencing the service.

21.0 Legal Terms and Conditions

- 21.1 No part of Part A - Introduction, this Part B - Instructions to Proponents, nor Part C - Special Conditions will be legally binding on the City or proponent(s). All legal terms and conditions of the process contemplated by this RFP are contained in Part C - Proposal Form, including without limitation, Attachment A - Legal Terms and Conditions to the Proposal Form.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - PROPOSAL FORM**

Proponent's Name: _____
"Proponent"

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____
(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____
(or N/A if not applicable)

Attach additional pages immediately behind this page for Sub-contractors, if applicable.

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the sample Form of Agreement and its Appendices (if any), now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Assessment of Vendor Sustainability Leadership Questionnaire	Yes	
Declaration of Supplier Code of Conduct Compliance	Yes	

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - PROPOSAL FORM**

To be initialled at Proposal Opening:

Director, Supply Management or designate

Witness

2.0 Proponent's Declaration and Acknowledgment

The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-contractors' legal rights and obligations only with respect to the proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- a) "Best Value" combines and balances, financial, social and environmental factors in the awarding of Contracts at the City. The specific criteria considered and how they are weighted will vary depending on the goods or services being procured.
- b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- c) "Contract" means any legal agreement, if any, entered into between the City and the successful proponent following the conclusion of the RFP process, approval of the Contract by City Council, and the settlement, execution and delivery of same by each party to the Contract.
- d) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- e) "Project" means the RFP PS11005 - The Supply of Financial Services.
- f) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- g) "Proposal" means the package of documents consisting of this Proposal Form, as well as all Schedules, once completed and submitted to the City by the Proponent, and "proposal" means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- h) “RFP” means the documents issued by the City as Request for Proposal No. PS11005, including all addenda.
- i) “Sub-contractors” includes any or all third parties listed in Schedule D of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the RFP.

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent’s Submission Confidential, and Section 5.5 - Declaration of Confidentiality), the City assumes no legal duty or obligation in respect of this RFP or unless and until the City enters into a Contract. This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - Proponent’s Submission Confidential, and Section 5.5 - Declaration of Confidentiality), the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - Protection of City Against Lawsuits, and the following:

a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract with the Proponent.

b) Proponent’s Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP process,

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the proposal process on this basis.

c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal process at all times until the execution and delivery of a Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals and need not necessarily review, consider or evaluate the proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all proposals at any time without further explanation or notification to any of the proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, and Section 5.5 - Declaration of Confidentiality.

3.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - Protection of City Against Lawsuits, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality, the Proponent now releases the City from all liability for any Losses in respect of:

- a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- b) any unintentional tort of the City occurring in the course of conducting this RFP process;
- c) the Proponent preparing and submitting its Proposal;
- d) the City accepting or rejecting its Proposal or any other submission;
- e) the manner in which the City:
 - (i) reviews, considers, evaluates or negotiates any proposal,
 - (ii) deals with or fails to deal with any proposal or proposals, or
 - (iii) decides to enter into a Contract or not enter into any Contract; and
- (f) the proponent(s), if any, with whom the City enters a Contract.

4.2 Indemnity

Except only and to the extent that the City breaches Section 5.2 - Proponent's Submission Confidential or Section 5.5 - Declaration of Confidentiality, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-contractors or agents alleging or pleading

- a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),
- b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process, or

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- c) liability on any other basis related to this RFP or the proposal process.

4.3 Limitation

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality), the City or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the proposal process (except only and to the extent that the City breaches Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- a) The arbitrator will be selected by the City's Director of Legal Services.
- b) This Section 4.0 - Protection of City against Lawsuits will:
- (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

- a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the proposals to the proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All City Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to no Conflict of Interest in RFP Process

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City,

except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.2 Declaration as to no Conflict of Interest Respecting Proposed Services

The Proponent now confirms and warrants that neither the Proponent nor its proposed Sub-contractors

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- a) are currently engaged in providing (or are proposing to provide) the supply of financial services of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (aka Metro Vancouver), or any member local governments of Metro Vancouver,
- b) such that entering into the **Form of Agreement** pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's or its Sub-Contractors' duties of loyalty to the organizations noted in (a) above, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.3 Declaration as to Collusion

The Proponent now confirms and warrants that:

- a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and
- b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated,

except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

6.4 Declaration as to Lobbyist Status

The Proponent now confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above]

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

7.0 NO PROMOTION OF RELATIONSHIP

7.1 The Consultant must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City's Project Manager (except as may be necessary for the Consultant to perform the Consultant's obligations under the terms of this Agreement). The Consultant undertakes not to use the name, official emblem, mark, logo or mascot of the City, including without limitation, the use of "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference or means of promotion or publicity to any of the foregoing, without the express prior written consent of the City's Project Manager. Furthermore, the Consultant undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Consultant and the "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", or "Vancouver Board of Parks and Recreation".

8.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

8.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 INTRODUCTION

- a) The City requires a range of financial services to support its operations. Through this RFP the City is seeking a Bank to perform the Requirements listed in Section 2.0 and potentially a Bank or one or more other entities to provide the specific Requirements that are in this Schedule A.
- b) The City prefers to enter into an Agreement with a single Proponent for all of the services listed in Schedule A - Requirements, however, where there are Proponent(s) for any of the services listed in Sections 3.0 through 6.0 of Schedule A - Requirements that offer better value, such Proponent(s) may also be invited to enter into an Agreement to provide such service.
- c) Schedule A is organized into the following sections:
 - Section 1.0 - provides key background information that will be useful to Proponents in preparing their Proposals;
 - Section 2.0 - outlines the City's core financial requirements;
 - Section 3.0 - outlines the City's requirements for parking meter coin handling and processing services;
 - Section 4.0 - outlines the City's requirements for the provision of merchant credit and debit card services;
 - Section 5.0 - outlines the City's requirements for investment custodial services. These services involve the settlement of investment instruments, online reporting and other associated services;
 - Section 6.0 - outlines the City's requirements for its purchasing card program;
 - Section 7.0 - outlines a number of other services for which the City is seeking information;
 - Section 8.0 - contains background information about the technical architecture of the City's primary information systems, which will be relevant to Proponents in preparing their Proposals; and
 - Section 9.0 - solicits key information about Proponents.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

- d) Proponents are to state in the table below, which Services they are submitting a Proposal for:

Services	Section Reference in RFP	Proposing to Perform
Core Financial Services	Section 2.0	
Coin Processing Services	Section 3.0	
Merchant Credit and Debit Card Services	Section 4.0	
Investment Custodial Services	Section 5.0	
Purchasing Card Services	Section 6.0	

1.1 Background Information

In completing their Proposal in response to this RFP, Proponents should consider the following background information:

a) Transaction Volumes

Schedule B - Pricing, Section 3.0 (Table 1.0) - Proposed Fee Schedules (Column C and D) contains estimates of current unit and/or dollar volumes for each of the City's financial services. These volumes should be used by Proponents in formulating service recommendations and in providing pricing on a per-transaction basis, recognizing that these are a snapshot based on current business practices, and may vary over time. However, these volumes cannot be and are not guaranteed by the City.

b) Electronic Financial Services Solutions and E-Commerce

The City of Vancouver would like to take advantage of electronic financial services to the greatest extent possible. The City is looking to Proponents to identify all opportunities for efficiencies in and service improvements to its financial processes through the introduction of electronic and/or online financial services.

c) Creativity and Innovation

Proponents should only recommend to the City, services that are based on proven technologies and methodologies. Within this context, the City is open to creative and innovative solutions proposed by Proponents, in the interest of ensuring that the City is operating with the best and most cost-effective financial products and services.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

d) **ERP System and Technical Architecture**

The City uses SAP as its corporate-wide ERP system as the platform for its financial and payroll functions. The City also has a number of other information and billing systems in use with which the City's financial service provider(s) will have to interface. Details of the City's technical architecture and environment are provided in Section 8.0 of this Schedule A.

e) **Value-Added Services**

Within its response to Schedule A, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the Contract. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be appended to the Schedule B - Pricing.

f) **Internal Control**

Any financial services provided by a Proponent should comply with the City's investment policy and follow sound cash management and internal control principles.

2.0 CORE FINANCIAL SERVICE REQUIREMENTS

a) The services described in Section 2.0 are the City's Core Financial Service Requirements. It is noted that Proponents who are submitting a Proposal for the core financial services in Section 2.0 must also submit a Proposal for the Parking Meter Coin Processing Services described in Section 3.0.

b) The Proponent is required to have the following qualifications:

- be a "Bank" as defined in the Canada Bank Act (R.S.C. 1941, c.46);
- have branch locations (as defined in the Bank Act) throughout the City of Vancouver, sufficient to carry out daily business operations within close proximity to the City; and
- have membership in the Canadian Deposit Insurance Corporation (CDIC).

c) Proponents are to confirm and detail their status in the above requirements.

2.1 Account Structure

a) The City currently has approximately thirty five (35) accounts, of varying sizes, transaction volumes and functions. These include both regular operating accounts as well as a number of stand-alone accounts for special arrangements such as trust funds. The majority of the City's accounts are denominated in Canadian currency, although the City does maintain a small number of US dollar accounts.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

b) Account breakdowns are as follows:

Number of Accounts	Type of Account	Description
3	General Chequing	\$CDN, \$US, Payroll - Large Volume
3	Imprest Chequing	Manual Cheques - Small Volume
5	Other Chequing	Subsidiary/Associated, Manual Cheques - Small Volume
20	Deposit	Credit Card or Transfer Accounts
2	Trust	Library Chequing and Savings Accounts
2	Special Purpose	Direct Deposit Payroll and Operating Loan

For financial purposes, most of the City's accounts are consolidated into one net position. The City expects to earn interest on the combined net cash balances of its accounts.

- c) The City's accounts will preferably be maintained at the Bank's main branch located in Vancouver as identified in the Proposal. In addition, it is expected that deposits from remote locations can be made at branches that are convenient for the City (listed in Appendix 2 - City of Vancouver Locations Requiring Banking Services).
- d) Based on the account breakdown above, Proponents are to provide a strategy or approach for the establishment and management of the City's account structure.
- e) The average balance for both \$CDN and \$US accounts are included in Schedule B - Pricing. The \$US balance is quite steady while the \$CDN balance can be quite volatile. The \$CDN cash balance temporarily increases close to the tax due dates in early February and July. In Schedule B - Pricing, Proponent is to provide interest rates for the following items based on the unit of measures listed also in Schedule B:
- interest rate to be paid on the daily balances of all Canadian dollar accounts;
 - interest rate to be paid on the daily balances of all US dollar accounts;
 - interest rate to be charged on any daily overdraft balance of all Canadian dollar accounts; and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- interest rate to be charged on any daily overdraft balance of all US dollar accounts.
- f) Proponent to provide detailed information/description with respect to:
- your proposed transition plan for transferring core financial services;
 - the resources that you would dedicate to the transition;
 - the resources that the City would need to provide;
 - any technical and/or systems issues that would have to be resolved; and
 - transition timing and cost guarantees being offered (e.g., can you contractually guarantee that the City will not bear any of the transition costs?).

2.2 Deposit-Related Requirements

- a) The City uses an armoured car service to pick up cash and cheque receipts from all City locations that accept payments for service. These deposits are delivered to the appropriate receiving centre of the Bank. The vast majority of cheques are encoded by the City that are sent for deposit. The City requires the following deposit-related services from its Bank:
- same-day credit for deposits made from all City locations to the cheque processing centre by 8.00 p.m. Cheques from these deposits will be encoded with the amount of the cheque;
 - same-day credit for deposits made from all City locations directly to the main currency centre by 5.00 p.m. Cheques from these deposits will not be encoded;
 - deposit bags supplied by the Bank;
 - timely investigation of missing deposits, and backdating of associated lost interest;
 - timely response to tracing requests regarding NSF cheques and chargebacks;
 - process for wire transfers identification;
 - processing (custody and deposit) of significant volumes of post dated cheques leading up to the February and July tax deadlines;
 - taking deposit of loose (unrolled) coin in amounts up to those indicated in Schedule B - Pricing (Table 1.0) - Section 2.2; and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- assumption of responsibility for validity of the cheque body, figure, date and signature.
- b) Proponents to indicate whether they can meet or exceed each requirement listed in this section and describe in detail how this will be achieved.
- c) Indicate what arrangements you would require for receiving the deposits described above from the City.
- d) Detail your procedures, timelines and service level/response time commitments , and minimum dollar value requirements for investigating missing or unidentified deposits, NSF cheques and chargeback's.

2.3 Payment-Related Requirements: Cheques

- a) Currently, the City issues approximately three thousand (3,000) cheques monthly and requires the following related services:
 - on a daily basis, an electronic file listing of all cheques cashed the previous day, in a format that can be uploaded into the City's SAP system;
 - on a daily basis, copies of all City-issued cheques that have been cleared. These copies can be
 - imaged and accessible to the City electronically, and/or
 - delivered in paper form to the City.

If returned in paper form, cleared cheques should be sorted sequentially by cheque number;

 - the ability to implement stop-payments through a banking web portal, and to report these stop-payments to the City. In its reporting to the City, the successful Proponent should be able to provide the date and time of each stop-payment;
 - assumption of responsibility for validity of the cheque body, figure, date and signature;
 - investigation and return of any counterfeit or altered cheques; and
 - provision of certified cheques and foreign currency drafts.
- b) Proponent to indicate whether you can meet or exceed each requirement(s) listed in this section, and describe in detail how each of these requirement(s) will be met.
- c) Indicate your service level/response time commitments for processing stop-payment requests made by the City.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

2.4 Payment-Related Requirements: Electronic Payments to Vendors & Employees

- a) The City disburses payments to a large number of vendors by electronic funds transfer (“EFT”). The City is encouraging this method of payment and expects EFT to become the standard method of payment in future years (replacing cheques).
- b) The City disburses the majority of its payroll through a direct deposit process to employee bank accounts. On a bi-weekly basis, the City sends an electronic file containing all relevant payee information through the corporate banking web portal.
- c) The City also pays specific vendors through the use of a web based wire transfer system when EFT is not suitable.
- d) Proponents to detail the electronic payment solutions available to the City, and provide the following information related to electronic payment options:
 - detail your service level/response time commitments for providing the City confirmation of received and processed files;
 - detail your service level/response time commitments for making next-day or preferable same-day payments; and
 - detail your proposed process and your service level/response time commitments for performing recalls and traces of electronic payments made by the City.

2.5 Operational Coin Requirements and Special Cash Requests

- a) The majority of the City’s coin handling requirements is associated with parking meter coin, which is addressed separately in Section 3.0. Distinct from the coin handling services described in Section 3.0, the City requires coin delivery services in relatively smaller amounts for some of its operational areas, such as the Vancouver Public Library (VPL) branches and the Vancouver Parks Board (VPB) recreational facilities. Due to the nature of these facilities some of the coin requests are for denominations of coins in small (less than full box) quantities.
- b) In addition to packaged coin requests, from time to time City departments require sums of paper currency, to be either delivered to or picked up by City staff, with relatively short turnaround times.
- c) Discuss your ability and your service level/response time commitments to handle the City’s non-parking meter coin requirements, including delivery of coins to operational areas in denominations and amounts requested, including turnaround times and ability to satisfy special requests.
- d) Discuss your ability and your service level/response time commitments to prepare parcels of cash in specified denominations per special requests by City staff, and indicate the turnaround times for such requests.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

2.6 Pre-Authorized Payments from Customers

- a) The City uses a web based pre-authorized (EFT) payment process for its property tax, utility and property rental billing systems. Periodic pre-authorized payments are processed by the City through an electronic file delivered from the City's billing systems to the Bank. The institution validates the file, advises the City of any errors for correction, and then collects the funds and deposits them into the appropriate City accounts. The City requires full reporting of the processing results in an electronic format suitable for data manipulation.
- b) Proponent to provide the following information related to pre-authorized payment processing:
- indicate whether you can meet or exceed the requirements listed in this section;
 - describe your service level/response time commitments related to these services;
 - identify any technical issues that might become obstacles to provision of the service; and
- c) Discuss your proposed transition plan from the current system of the City's pre-authorized payment processing to the service you are recommending.

2.7 Transaction Reporting and Documentation

- a) The City requires fully secured, real-time, online access to its accounts for reporting and transactional purposes. This service will be used by approximately forty (40) designated City staff, and should be available twenty-four (24) hours a day, seven (7) days a week.
- b) In addition, for each of the City's accounts, an electronic and/or a paper transaction statement and any relevant supporting documentation is required within three (3) or preferably two (2) working days at month-end. A list of the desired statement frequency for each City account (daily, weekly or monthly) is listed below:
- twenty-four (24) accounts require monthly statements;
 - four (4) accounts require weekly statements;
 - four (4) accounts require daily statements; and
 - three (3) accounts require yearly statements.

The Proponent will be required to provide the City with copies of debit and credit memoranda along with any supporting documents.

- c) Proponent to provide the following information related to reporting and documentation:

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- indicate your ability and your service level/response time commitments to meet or exceed the requirements listed in this section;
 - indicate any minimum dollar value requirements for providing documentation;
 - include a description of the functionality available through your online services;
 - describe the ability of your online system to export transaction details in a downloadable file; and
 - state your ability to provide a demonstration of your online system functionality, if requested by the City.
- d) Identify the security standards and procedures that will be used to ensure the protection of confidential and sensitive City data.

2.8 Transaction Information Tracking

- a) Currently over seven thousand (7,000) debits and credits pass through the City's accounts monthly. Cash and cheque deposits are made by a large number of City departments on a daily basis. Credit and debit card along with other electronic payments (EFT, wire transfer) account for a significant number of transactions as well.
- b) The Proponent is to provide the following information related to transaction information tracking:
- propose how it would develop solutions with the City to best identify and label each transaction so as to facilitate corporate accounting, record keeping and bank reconciliations. This is particularly important for credits to City accounts;
 - describe how the various transactions types (deposits, wires, credit card deposits, EFT payments, etc) are labelled;
 - indicate your ability and your service level/response time commitments to meet or exceed the requirements listed in this section; and
 - describe the processes and/or systems that you will put in place to provide timely service to the City, and your service level/response time commitments associated with these services.

2.9 Line of Credit

- a) The City requires the Bank to provide a sixty million dollar (\$60,000,000) operating line of credit.
- b) Provide the following information related to the provision of a line of credit:

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- indicate your ability to meet or exceed the requirements listed in this section; and
- include in Schedule B - Pricing, interest rates and any other charges associated with the provision of a line of credit of this scale.

2.10 Collector Bank Services

- a) The collector bank services required by the City entails the amalgamation and processing of all Electronic Data Interchange (“EDI”) and Accepted Payment Accounts (“APA”) (property tax, utility payments and rental property payments) made to the City and the transfer of these funds and associated information. Schedule A, Section 8.0 of this RFP provides background on the City’s major billing systems.
- b) Provide the following information related to transaction information tracking:
- indicate your ability and your service level/response time commitments to meet or exceed the requirements listed in this section; and
 - describe the processes and/or systems that you will put in place to provide timely service to the City, and your service level/response time commitments associated with these services.

2.11 Strategic Partner

- a) The City expects that the successful Bank will become a strategic partner for the provision of banking services. The Bank will offer advice and guidance on new and existing banking services and will seek to continually enhance the effectiveness of banking services at the City.
- b) Proponent to provide the following information related to strategic partnering:
- describe the processes (annual meetings etc) that you will put in place to provide this service to the City; and
 - indicate your ability and your service level/response time commitments to meet or exceed the requirements listed in this Section 2.0.

3.0 PARKING METER COIN PROCESSING SERVICE REQUIREMENTS

It is noted that Proponents who are submitting a Proposal for the Core Financial Services in Section 2.0 must also submit a Proposal for the Parking Meter Coin Processing Services described in this Section 3.0.

- 3.1 Service providers that are not Banks may submit Proposals for provision of parking meter coin processing services, however, the City has concerns related to the risks associated with receiving this service from an entity other than its Bank. Proponents that are not Banks that submit Proposals for parking meter coin processing services are expected to indicate how they would fully mitigate the risks associated with possession of the City’s coin.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- 3.2 The City has an extensive on-street parking meter program that generates approximately thirty-six million dollars (\$36,000,000) annually in coin-based revenues. Currently, the City's parking meter coins are collected from the meters and delivered to a coin processing centre by City crews (twice (2) a day, seven (7) days a week). The coin processing provider is responsible for sorting, cleaning, drying, counting and rolling the coin and recording the amounts delivered by the City. The Proponent is responsible for depositing the coin into the City's Bank account. The Bank takes possession of the coin for next-day valuation. The City receives monthly statements detailing coin activity and charges within five (5) working days after month-end, as well as daily deposit information on a same-day basis.
- 3.3 Proponents to provide the following information related to parking meter coin processing services:
- provide details on how you would provide the services described in this section;
 - indicate the timing and your service level/response time commitments for valuation of parking coin-related deposits; and
 - detail the coin-related reporting that you would provide to the City.
- 3.4 If the Proponent is not a Bank and is submitting a Proposal for parking coin processing services, indicate how you would interface with the City's Bank, and how you would mitigate the risks associated with the possession of coin inventories.
- 3.5 Discuss your proposed transition plan from the current handling of the City's parking meter coin to the service you are proposing.

4.0 CREDIT AND DEBIT CARD MERCHANT SERVICES

- 4.1 The City accepts payments for its services at various locations throughout the City by credit and debit card (POS transactions), as well as e-commerce over the internet. The City uses various ecommerce payment gateway providers and the City's debit and credit card provider will need to interface with these ecommerce providers. As part of this RFP process, the City is seeking a provider for these merchant credit and debit card services.
- 4.2 The City's customers frequently request the option to pay property taxes and utility fees by credit card. The City is interested in this as a means of increasing payment options for our customers, but to date has found the credit card payment discount rates prohibitive.
- 4.3 The provider of merchant credit/debit card services to the City should deliver the following merchant card-related service components:
- supply bankcard verification (transelect) machines for Visa, MasterCard, American Express and debit cards;

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- provide comprehensive reporting by merchant name and number, available online within an appropriate period of time, including daily and monthly transaction reports by merchant name and number, with summary totals;
 - provide the City same-day credit for revenues received;
 - provide the City same-day notice by fax, email or through an internet web portal of all disputed customer charges, including date dispute filed, merchant number, masked cardholder number, reference number, date of transaction, transaction amount and basis of dispute;
 - in all instances where a chargeback is made to a City account, provide the City by fax, email or internet web portal the following information for each chargeback: date chargeback posted, merchant number, masked cardholder number, reference number, date of transaction, transaction amount and basis of dispute. This information should be provided on the same day the chargeback is posted;
 - provide the City with (preferably) a four (4) hour response time for servicing transelect machines that are malfunctioning;
 - provide counsel relevant to improving current service levels and efficiencies; and
 - services provided by the Proponent, either POS transelect machines or ecommerce services must all be compliant with Payment Card Industry Data Security Standards (PCIDSS).
- 4.4 Proponents to provide the following information related to credit and debit card merchant services:
- indicate your ability to meet or exceed the requirements described in this section;
 - describe the specifics of the service(s) you are offering, including your service level/response time commitments; and
 - indicate how your Proposal to provide credit and debit card services can meet the City's objective of extending payment options for property taxes and utility fees, which may include a flat charge or a discount paid by the merchant on each credit card payment received by the City.
- 4.5 Proponent to identify any transition issues that might arise, and discuss your proposed transition plan from the City's current debit and credit card services to the service you are recommending.
- 4.6 Address in detail your capabilities for providing the City all information concerning customer credit and/or debit card disputes and associated chargebacks described in this section, within the time frames indicated in this section.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

5.0 INVESTMENT CUSTODIAL SERVICE REQUIREMENTS

- 5.1 The City has a large cash pool that is invested in money market (BA/BDN) and fixed income (bond) instruments. In addition to the above, the City invests in term deposits from B.C. Credit Unions. Custodial services associated with this investment function include:
- settlement of all investment transactions (including credit union term deposits);
 - custody of investments purchased;
 - online real-time transaction and portfolio reporting;
 - regular market valuations of investment portfolios; and
 - printed investment account activity statements delivered within five (5) working days of each month-end.
- 5.2 Proponent to discuss their ability to provide the investment custodial services described in this section, including associated service level and response time commitments.
- 5.3 Discuss your proposed transition plan from the City's current investment custodial services to the service you are recommending.

6.0 PURCHASING CARD PROGRAM

- 6.1 The City has approximately 1,100 cardholders who cumulatively purchase approximately six million dollars (\$6,000,000) of goods and services for the City per year with purchasing cards. Reporting is an important part of this service, as the City needs to track employee spending by various categories, e.g., by employee, employment area, and type of expenditure.
- 6.2 The City is responsible for meeting the Payment Card Industry Data Security Standards ("PCIDSS"). In regards to cardholder protection the City has taken the approach of not permanently storing any credit card data in its systems. The City requires an online purchase card system which meets PCIDSS requirements and does not require the full Primary Account Number (PAN) to access individual records on the system.
- 6.3 Describe your ability to provide the purchasing card services described in this section, and describe the card program features and administration services, including your service level/response time commitments.
- 6.4 Outline the policies/procedures regarding the resolution of complaints/chargebacks.
- 6.5 Describe the procedures and City liabilities regarding card misuse/fraud.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- 6.6 Describe the customer support you provide in association with your purchasing card program.
- 6.7 Discuss your proposed transition plan, including any technical assistance in developing an interface between the card software and the City's SAP financial system.
- 6.8 Describe the billing and reporting capabilities of the purchasing card program, including handling of sales taxes.
- 6.9 Describe the technical aspects of the service, including security features, web-based services and hardware specifications.
- 6.10 Describe how your system would enable the City to meet PCIDSS requirements as described in this section.
- 6.11 Identify and detail any cash rebate program that would apply to this service.

7.0 OTHER SERVICES - VALUE ADDED SERVICES

In addition to Section 1.1(e) above, the City encourages Proponents to provide information about the service areas listed below.

7.1 Credit Facility

- a) The City is seeking information on the cost of providing a two hundred million dollar (\$200,000,000) credit facility to be used as a backstop for short term Commercial Paper ("CP") financing. This credit facility will be used in conjunction with the City's debenture program to provide funding for capital projects.
- b) The Proponent is to provide the following information related to the provision of a credit facility:
 - indicate your ability to meet or exceed the requirements listed in this section; and
 - include in Schedule B - Pricing, Section 7.0 (Table 1.1) standby fees rates and any other charges associated with the provision of a credit facility.

7.2 Market Intelligence

- a) The City requires on an intermittent basis various forms of market intelligence and information from its Bank. In response to requests from City staff, the successful Proponent should be able to provide, among other things:
 - credit reports on individuals and companies;
 - market intelligence on the bond, money and equity markets; and
 - bond and money market performance indices.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

- b) Discuss your ability to provide the market intelligence and information described in this section, and provide a list of information and reports that would be readily available to the City.
- c) Describe any costs associated with Market Intelligence in Schedule B - Pricing, Section 7.0 (Table 1.1).

7.3 Other Enhancements to Business Practices and Customer Service

- a) The City is interested in having Proponents identify any other services or opportunities that are not addressed in other sections of this RFP, which could enhance the City's business practices and/or customer service levels.
- b) Describe any financial services you could offer that would help the City improve its business practices, for example in the areas of cheque production, billing, collection and payment processing systems.
- c) For any associated costs for service opportunities not addressed, include pricing in Schedule B - Pricing, Section 7.0 (Table 1.1)

8.0 TECHNICAL ARCHITECTURE/ENVIRONMENT

8.1 Information Systems in Place

The City requires that all systems put in place by the successful Proponent in all instances interface seamlessly with City information systems, using accepted industry data exchange protocols, and incorporating appropriate levels of security. The following is a summary of the City's major information and computer systems.

a) Corporate-Wide Systems

ERP System:

The City's corporate-wide ERP system is SAP which supports the City's core financial, payroll and human resource processes. SAP exchanges data with several other City information systems (eg. Tempest - cash receipts), and also with external institutions (eg. upload of purchasing card transaction information from the bank).

Main Cashiering System:

The City currently uses the Tempest system for processing payments received at the City. This system contains a networked database system and links to SAP.

Central Cheque Production:

The City uses a system called ChequeScribe to print cheques. The data used by ChequeScribe is uploaded from both the SAP and Horizon systems. The City is in the process of moving to cheque production directly from SAP.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

b) **Special-Purpose Systems**

Property Tax Billing & Collection:

The City uses the Tempest system for property tax billing and payment tracking.

Utilities Billing & Collection:

The City uses the Tempest system for utility billing and payment tracking.

Rental Property Billing & Collection:

The City's rental property billings are currently managed using an SAP Rental Billing module.

Library Book Purchasing System:

The City currently uses a Horizon system to manage the ordering, receiving and payables associated with their extensive book-ordering business. The Library's ordering system generates payment files that are uploaded into the City's central cheque production system.

License Billing & Collection:

For business and dog license processing, the City uses License Plus, a packaged client-server Oracle database system which runs on the City's network. License payments are processed through License Plus and the daily receipts from each license representative are batched and deposited through the City's main cashiering system, or can be made online at the City's website.

Permits Billing & Collection:

The City uses PRISM a mainframe-based system to issue and track its building and trade permits. Permit payments are processed through the City's main cashiering system. The mainframe PRISM system is scheduled to be replaced, using technology similar to the License Plus system above.

Park Board Online Booking and Payment System:

The City uses Safari which is an internet-based system that allows customers to book and pay for recreational services.

Park Board Tee Time System:

The City uses Fairway which is an internet-based system that allows customers to book tee times and pay a booking fee for advance bookings.

Park Board On-line Donation System:

The City uses Net Community Spark which is an internet-based system that allows Customers to make on-line donations to the Park Board.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

Parking Ticket Online Payment Systems:

Customers can pay parking tickets through an internet-based system on the City's website.

Parking Meter Systems:

The City has expanded the payment methods available for parking meters, including the ability to pay by credit card (limited rollout at this point) and by cell phone (Verrus).

- c) Proponents are to confirm and describe how they propose to seamlessly integrate their financial services with the City's existing computer systems, along with the continuous provision of appropriate security and controls. Proponents should identify the network and internet security standards for any systems that will interface with the City's systems.

8.2 City's Primary Architecture: Hardware and Network

- a) The main components of the City's information system hardware and network software are listed below. The City will supply the successful Proponent(s) additional relevant detail on these systems for software implementation as necessary.

Mainframe:

The City uses an IBM 4300 series mainframe to run PRISM, which is expected to be phased out in the near future.

Network:

The City Network consists of nearly two hundred (200) sites with about seventy percent (70%) serviced by fiber optics. It is centred around three (3) core sites that have redundant connections. Diverse applications are supported from Telemetry to Business Applications and Camera traffic with a recent addition of Voice Over IP (VoIP) to fiber connected sites.

Desktop Operating Environment:

The City's standard user desktop operating system is Windows XP, though there are some instances of other operating systems running on specialised machines.

Database Environment:

Oracle, SQL and DB2 databases are the standards used in City applications.

8.3 Support & Maintenance

- a) It is expected that the City's new financial services provider(s) will:
- provide all staff resources required to implement and support on an ongoing basis all of the information technology they provide;

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

- work with City IT staff where appropriate; and
 - provide adequate training to City staff for the information systems they put into place.
- b) Proponent to provide availability and expertise on their resources as well as a detailed description on how training will be delivered to City staff.

8.4 Security and Controls

- a) The security of the City's information assets is critical. The City's new financial services provider(s) should be able to ensure that the City's financial data is protected and that the technologies used to facilitate communication between the City and the financial services provider(s) will not jeopardize the City's network infrastructure or information.
- b) Proponent to describe their ability and process to protect the City's financial data.

9.0 PROPONENT INFORMATION

Key determinants of how well the successful Proponent(s) will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City, and references. Proponents are to address, at a minimum, the following elements.

9.1 Company Profile

- a) Proponents should provide a brief description of their company, its purpose, and a history of successes. This should include the number of years the Proponent has been in business, annual revenue volumes, market share, and related municipal experience. Proponents should provide a list of their municipal and other public sector clients in British Columbia, as well as their major public sector clients in other Canadian provinces.

9.2 Financial Strength

- a) Proponents should provide the following information that is relevant to their financial strength and stability.
- b) Indicate the regulatory body or bodies that they are governed by, and provide detailed information about whether they are currently in good standing on the major regulatory requirements of each of those bodies.
- c) Provide a set of their most recently audited financial statements.

9.3 Main Branch Responsibilities & Key Personnel

- a) It is expected that financial services will be provided to the City from both the Bank's data processing centre and main branch within the City of Vancouver. Proponents should ensure that staff at all locations are adequately trained and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

have sufficient experience to effectively carry out their responsibilities to the satisfaction of the City, given the size and scope of the City's operational financial requirements.

- b) Proponents' submissions should clearly indicate:
- the division of responsibilities and services to be provided at each of these locations;
 - the title/s of the person or people who will act as the primary liaison with the City at each location; and
 - who are the key personnel in the organization, and what the role of each will be in providing services to the City (a curriculum vitae should be included for each key individual).

9.4 Branch Locations

- a) Proponents should indicate the location of:
- the branch that will be considered the City's main branch;
 - the branch nearest to each City location that will require financial services (found in Appendix 2); and
 - the data processing centre that will service the City.

9.5 Community Services

- a) The City is interested in helping to promote a community that is sustainable, economically strong, healthy and culturally diverse. The Proponent is to indicate how their organization contributes to the well being of the local community and supports the various initiatives (sustainability, etc) promoted by the City of Vancouver.
- b) The City is interested in helping to promote and ensure that financial services are accessible to all Vancouver citizens. As part of your Proposal, indicate how you could contribute to the provision of efficient and cost effective financial services to people with low incomes, in particular those living in Vancouver's Downtown Eastside community.
- c) In accordance with the City's Procurement Policy, Proponents are to demonstrate compliance with the sustainability performance by completing and submitting the Assessment of Vendor Sustainability Leadership Questionnaire - Appendix 3 and demonstrate compliance with the Supplier Code of Conduct by submitting a completed Declaration of Supplier Code of Conduct Compliance form as provided in Appendix 4.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

9.6 Future Expansions and Upgrades

- a) Proponents should discuss their capabilities to provide personnel and other resources for potential future expansions to and upgrades of services it provides the City.
- b) Over the term of the financial services agreement, the City may request that one or more of its affiliated organisations receive a subset of financial services from its Bank, under the same or better pricing and terms that will have been agreed upon between the City and its Bank. Proponent to indicate their willingness and ability to offer financial services to the affiliated organisations.

9.7 Consortium

- a) If this Proposal involves a consortium or partnership, all the information requested in this Section 9.0 should be provided for each member or partner.

9.8 References

- a) The Proponent is to provide at least three references for similar goods and/or services it has supplied to customers, by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and Address of Company	Contact Name, Telephone number and Email Address	Brief Description of Services Provided by Proponent

9.9 Insurance, Bonding and Regulatory Requirements

The Proponent in their response is to provide:

- a) a detailed description of all errors and omissions, comprehensive general liability, comprehensive crime insurance, armoured car insurance, fidelity bonds, security bonds, and all other insurance, bonding, and other forms of financial security which the Proponent carries in the normal course of its business over and above that which it is required by law to carry pursuant to the laws which regulate or control the Proponent's activities as a Bank (or in any other capacity where the Proponent is not a Bank).

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS

- b) a detailed description of all deposit insurance, reserve ratio requirements, capital requirements and other insurance, bonding and other regulatory requirements with which the Proponent must by law comply pursuant to the laws which regulate or control the Proponent's activities as a Bank (or in any other capacity where the Proponent is not a Bank).
- c) Proponents are requested to review and ensure that they fully understand and can comply with the City's contractual requirements applicable to insurance, bonding and regulatory compliance, as outlined within Section 13.0 of the Form of Agreement in Appendix 1.

9.10 Worksafe BC Compliance

- a) Prior to entering into a Contract, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- b) The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- c) The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- d) The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- e) The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC; or
 - (iii) any breach of the Contractor's obligations under this General Condition.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE A- REQUIREMENTS**

9.11 Dun & Bradstreet

- a) The Proponent shall provide the City with its D-U-N-S registration number.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING

1.0 Instructions/Pricing

- a) Proponent may submit Proposals for any or all of the financial service components included in this RFP. A fee schedule has been included for each service. After reviewing all of the Requirements set out in the RFP and any addenda, the Proponent is to provide the unit price and the total cost of each service for which the Proponent wishes to submit a Proposal for.
- b) Proponents are to complete all sections and tables of Schedule B - Pricing to the best of their ability.
- c) Proponents are to use Table 1.0 and Table 1.1 as a reference for current estimated annual dollar and/or current estimated transaction volumes for the various service requirements described in Schedule A.
- d) Proponents are to refer to the "Transaction Volumes and Fee Schedule Instructions" - Section 2.0 below for further clarification.
- e) Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- f) Pricing quoted are to be exclusive of HST, except where expressly requested.
- g) Pricing is to be quoted in Canadian Dollars
- h) To complete their package of proposed pricing, any proposed services that are not listed in Schedule B - Pricing, Proponents are requested to complete Section 4. Ultimately, all prices associated with each Proponent's proposal should be listed in Schedule B - Pricing.
- i) Once all relevant prices have been filled in. Proponents are to complete the Summary of Annual Costs Table 2.0 which shows the estimated total cost for each Requirement section of Schedule A.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING**

2.0 TRANSACTION VOLUMES AND FEE SCHEDULE INSTRUCTIONS

1. The following is a description of each column of Table 1.0 and Table 1.1 - Pricing.

COLUMN A	Reference number referring to relevant section in Schedule A of this RFP.
COLUMN B	Description of service component or statistical information relevant to services being requested.
COLUMN C	Estimated annual transaction volume for indicated service component.
COLUMN D	Estimated annual dollar volume for indicated service component.
COLUMN E	Expected annual change in volumes (percent) over the term of the agreement.
COLUMN F	Unit of measure by which the Proponent will use for the unit pricing.
COLUMN G	Proponents are to use to indicate their proposed unit price for the indicated service component.
COLUMN H	Proponents are to use to indicate the estimated annual cost for the indicated service component based on the proposed unit price.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING**

**3.0 PROPOSED FEE SCHEDULES:
TABLE 1.0**

Ref. No. (A)	Service Component (B)	Estimated Annual Transactions - # Volumes (C)	Estimated Annual Transactions - \$ Volumes (D)	Estimated Annual Change in Volume (%) (E)	Per Unit of Measure (F)	Unit Price (G)	Total Cost (c*g) or (d*g) (H)
2.0	CORE FINANCIAL SERVICES						
2.1	Account Structure:						
	Bank Accounts	35	-----	0%	Account	\$	\$
	Interest Rate Paid on Daily Balance, \$CDN Accounts	-----	\$10,000,000	-----	Prime +/- %	%	\$
	Interest Rate Paid on Daily Balance, \$US Account	-----	\$100,000	-----	US Base +/- %	%	\$
	Interest Rate Charged on Daily Overdraft Balance, \$CDN Accounts	-----	\$0	-----	Prime +/- %	%	\$
	Interest Rate Charged on Daily Overdraft Balance, \$US Account	-----	\$0	-----	US Base +/- %	%	\$
2.2	Deposits-Related Requirements						
	Deposits - Directly to Processing Centre (# cheques)	260,000	-----	-1%	Cheque	\$	\$
	Deposits - To Main Branch and Other Branches (#cheques)	17,000	-----	-1%	Cheque	\$	\$
	Deposits - To Main Branch/Other Branches (paper currency)	-----	\$27,000,000	1%	\$1,000	\$	\$
	Deposits - To Main Branch/Other Branches (coins)	-----	\$325,000	-1%	\$1,000	\$	\$
	Wire Transfers - Incoming	300	-----	10%	Wire	\$	\$
	Chargebacks of Items in Deposits	1,000	-----	-5%	Chargeback	\$	\$
2.3	Payment-Related Requirements: Cheques						
	Cheques Cleared	39,000	-----	-7%	Cheque	\$	\$
	File Download of Cleared Cheques (one per working day for Main Bank Account)	250	-----	0%	File	\$	\$
	Stop Payments	250	-----	0%	Stop Payment	\$	\$
	Certified Cheques	0	-----	0%	Cheque	\$	\$

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING**

	Cheque Imaging	39,000	-----	-7%	Cheque	\$
	Foreign Currency Bank Drafts	60	-----	0%	Draft	\$
2.4	Payment-Related Requirements: Electronic payments to Vendors and Employees					
	EFT Payments - Outgoing (Payroll and A/P)	250,000	\$1,600,000,000	3%	Item	\$
	EFT Rejects/Recalls	100	-----	3%	Reject	\$
	Wire Transfer - Outgoing	150	\$80,000,000	0%	Wire	\$
2.5	Operational Coin Requirements and Special Cash Requests					
	Coin Requests/Deliveries - Full Box Requests	200	-----	0%	Request	\$
	Coin Requests/Deliveries - Smaller Volume Requests	410	-----	0%	Request	\$
2.6	Pre-Authorized Payments from Customers					
	EFT Payments - Incoming (Tax, Utility and Rental Property)	107,000	\$58,000,000	5%	Item	\$
	EFT Rejects/Recalls	500	-----	3%	Reject	\$
2.7	Transaction Reporting and Documentation					
	Registered Users of Online Banking System	40	-----	0%	User	\$
	Paper-Based Bank Statements (for all City Bank Accounts, Various Delivery Cycles)	1,400	-----	0%	Statement	\$
2.8	Transaction Information Tracking					
	Total Number of Entries Through All Accounts	95,000	-----	4%	Item	\$
2.9	Line of Credit					
	\$60,000,000 Line of Credit	0	\$0	0%	Prime +/- %	\$
	Service Charges Associated With Line of Credit Draws and/or Outstanding Balance	-----	-----	-----	-----	\$
2.10	Collector Bank Services					
	Property Tax Payments	200,000	\$578,000,000	5%	Item	\$
	Utility Payments	20,000	\$20,000,000	5%	Item	\$
	Rental Property Payments	500	\$800,000	5%	Item	\$

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING**

Cash Transfers		30	-----	0%	Wire	\$	\$
Average Portfolio Value		-----	\$800,000,000	-----	\$ Value	\$	\$
SUBTOTAL FOR SECTION 5.0							
6.0 PURCHASING CARD PROGRAM							
Rebate		29,000	\$6,000,000	4%	% per \$ Transactions	%	\$
SUBTOTAL FOR SECTION 6.0							
TOTAL FOR SECTIONS 2.0 THRU 6.0							
							\$

TABLE 1.1

Ref. No. (A)	Service Component (B)	Estimated Annual Transactions - # Volumes (C)	Estimated Annual Transactions - \$ Volumes (D)	Estimated Annual Change in Volume (%) (E)	Unit of Measure (F)	Unit Price (G)	Total Cost (H)
7.0	OTHER SERVICES - VALUE ADDED SERVICES						
7.1	Credit Facility (maximum \$ amount)	-----	\$20,000,000	-----	-----	\$	\$
	Standby Fee	-----	-----	-----	% per quarter	%	\$
	Other Credit Facility Fee	-----	-----	-----	-----	\$	\$
7.2	Market Intelligence	-----	-----	-----	-----	\$	\$
7.3	Other Enhancements to Business Practices and Customer Services	-----	-----	-----	-----	\$	\$
TOTAL FOR SECTION 7.0							\$

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING**

Table 2.0 Summary of Annual Costs:

Reference No.	Service Component	Total Price
2.0	Core Financial Services	\$
3.0	Parking Meter Coin Processing	\$
4.0	Credit and Debit Card Merchant Services	\$
5.0	Investment Custodial Services	\$
6.0	Purchasing Card Program	\$
7.0	Other Services	\$
TOTAL		\$

4.0 Additional Service Components

For additional items not listed in Table 1.0 and or Table 1.1 above, Proponents are to indicate in Table 3.0 below the service component in detail and unit of measure and pricing.

Table 3.0

Item No.	Service Component	Unit of Measure	Unit Pricing
1.			\$
2.			\$
3.			\$
4.			\$

5.0 Terms of Payment

5.1 The City's standard payment terms are Net 30 days after receipt of an approved invoice, however discounts or more favourable terms which may be offered by the Proponent will be taken into consideration. Please indicate below if other than Net 30.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE B - PRICING

Alternative Pricing:

Proponents are to complete Schedule B - Pricing to the best of their ability however for alternative pricing solutions, Proponents are to copy pricing table format above as is (with all headers and reference numbers) and complete.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE C - DEVIATIONS AND VARIATIONS**

Proponent(s) should use this Schedule C to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language or clauses other than those set out in the sample Form of Agreement (Appendix 1), such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the sample Form of Agreement unless otherwise indicated by the Proponent.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
SCHEDULE D - SUB-CONTRACTORS**

The Sub-contractors shown below are the sub-contractors and sub-consultants that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the sample **Form of Agreement**.)

The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Subcontractor, the Proponent may, rather than propose a substitute Subcontractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT**

FINANCIAL SERVICES AGREEMENT

THIS AGREEMENT made as of the [] day of [], 2011

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the “City”)

OF THE FIRST PART

AND:

[INSERT NAME OF BANK OR, IF APPLICABLE, OTHER ENTITY]

(the “Bank” [or “Contractor” if entity is not a Bank and is performing non-core financial services])

OF THE SECOND PART

BACKGROUND:

- A. Pursuant to the City’s Request for Proposals No. PS11005, the City invited proposals from qualified proponents for the provision of financial services meeting the requirements set out in the RFP.
- B. In response to the RFP, the Bank submitted a proposal to perform the City’s requirements as described in the RFP and supplemented and modified by the Bank’s Proposal.
- C. After reviewing the proposals received in response to the RFP, the City preferred the Bank’s Proposal over the other proposals and entered into discussions with the Bank to conclude a contract with the Bank for the performance of the Services.
- D. The City and the Bank have now agreed on the terms and conditions on which the Services will be performed and have set them out in this Agreement.

THE CITY AND THE BANK NOW AGREE AS FOLLOWS:

1.0 DEFINITIONS

In this Agreement, the following terms will have the following meanings:

- (a) “**Agreement**” means this Financial Services Agreement, including all of its Schedules and Appendices (if any) and any other Contract Documents;
- (b) “**Applicable Laws**” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Bank, any Sub-

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

contractor and the Services, including the Vancouver Building By-law, all as may be in force from time to time;

- (c) **“Bank’s Project Manager”** has the meaning set out in paragraph (e) of Section 3.6 - *Key Personnel*;
- (d) **“Bank’s Proposal”** means the proposal submitted to the City by the Bank in response to the RFP;
- (e) **“Bank’s City-Related Data”** has the meaning set out in paragraph (a) of Section 11.6 - *Ownership, Copyright, Custody and Control of Certain Proprietary Information*.
- (f) **“City Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Bank;
- (g) **“Claims”** has the meaning set out in Section 12.3 - *Release and Indemnification*;
- (h) **“Contract Documents”** means the documents set out in Section 2.0 - *Contract Documents*;
- (i) **“Contract Price”** has the meaning set out in Section 5.1 - *Bank’s Proposal - Schedule B - Pricing Applies*;
- (j) **“Contract Price”** has the meaning set out in Section 5.1 - *Bank’s Proposal, Schedule B - Pricing Applies*;
- (k) **“Deliverables”** has the meaning set out in Section **[insert]**;
- (l) **“HST”** means Harmonized Sales Tax administered by the Canada Revenue Agency pursuant to the *Excise Tax Act* and any successor tax or levy therefor in force from time to time;
- (m) **“Indemnified Party”** has the meaning set out in Section 12.3 - *Release and Indemnification*;
- (n) **“Proprietary Information”** has the meaning set out in Section 11.1 - *Bank’s Confidential and Proprietary Information - Defined* with respect to the Bank and in Section 11.2 - *City’s Confidential and Proprietary Information* with respect to the City;
- (o) **“Renewal Term”** has the meaning set out in Section 4.2 - *Renewal/Cancellation during Renewal Periods*;
- (p) **“Reports”** has the meaning set out in paragraph (c) of Section 11.6 - *Ownership, Copyright, Custody and Control of Certain Proprietary Information*;
- (q) **“Request for Proposals”** or **“RFP”** means Request for Proposals No. PS11005 issued by the City with a Closing Time of **[insert Closing Time, i.e., date, hours/minutes]**;
- (r) **“Requirements”** means the specifications, requirements, terms and conditions on which the Services are to be delivered, all as set out in Schedule A - Requirements of the RFP, as supplemented and modified by the Bank’s Proposal, and as further supplemented and modified by this Agreement;
- (s) **“Services”** mean the services to be delivered to the City by the Bank pursuant to this Agreement in accordance with the Requirements;

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT**

- (t) “**Term**” means the term of this Agreement, as set out in Section 4.1 - *Term*;
- (u) “**Treasury Manager**” means the City’s designated representative from time to time for the administration and conduct of this Contract on behalf of the City; and
- (v) “**WorkSafeBC Regulations**” means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to this Act, including without limitation and by way of example only, the *Occupational Health & Safety Regulation*, all as amended or re-enacted from time to time.

2.0 CONTRACT DOCUMENTS

The terms and conditions of the Contract Documents, regardless of whether actually attached, will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between the terms and conditions of any of the Contract Documents then, subject to Section 3.5 - *Requirements - Interpretation*, the terms and conditions of the *Contract Documents* will take precedence and govern in the following descending order of priority:

- (a) this Agreement;
- (b) Schedule B - Pricing of the Bank’s Proposal;
- (c) Schedule A - Requirements of the RFP; and
- (d) those parts of the Bank’s Proposal not already mentioned above.

For further certainty, the parties now agree that all other parts of the RFP (i.e., except for Schedule A - Statement of Requirements as mentioned above) will not form part of the Contract Documents and are superseded and replaced by the Contract Documents.

[NTD: To be modified where other terms of RFP are to be included in the Agreement.]

3.0 SERVICES OF THE BANK

3.1 Provide Services During Term. During the Term, the Bank will perform the Services for the City at the times and in the manner reasonably requested from time to time by the City, all in accordance with the Requirements including without limitation and by way of example only, the (Mandatory Requirements) set out in Section 1.0 of Schedule A - *Requirements of the Bank’s Proposal*.

3.2 Scope of Requirements. The Bank now agrees to perform the Services in accordance with the Requirements as set out in:

- (a) Schedule A - Requirements of the RFP;
- (b) Schedule A - Requirements of the Bank’s Proposal;
- (c) the Bank’s recommendations (which the City now adopts) set out in [_____] of the Bank’s Proposal; and
- (d) this Agreement,

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

and all such other services and work as are necessary for or incidental to the Requirements including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Requirements.

3.3 Requirements - General Standards

- (a) The Bank will perform the Services:
 - (i) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (ii) in accordance with sound current professional practices; and
 - (iii) in conformance with any and all Applicable Laws.
- (b) The Bank will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
 - (i) the requirements and appendices of this Agreement; or
 - (ii) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- (c) The Bank will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

3.4 Requirements - Interpretation. The Requirements have been prepared and agreed upon to describe in general terms the City's requirements and the performance criteria that the Services must satisfy. However, despite Section 2.0 - *Contract Documents*, where there is an inconsistency between one part of the Requirements and any other part of the Requirements or between any other terms of the Contract Documents which could be construed as creating an ambiguity in the amount of work involved, the cost or amount of the Service to be supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows: The portion or term of the Contract Documents most favourable to the City will be deemed to be correct.

3.5 Key Personnel

- (a) The Bank will furnish all personnel required to perform the Services, and all such personnel will be competent and qualified to perform the Services. Where specific personnel have been proposed by the Bank for the performance of the Services, and have been accepted by the City, such personnel will not be replaced with other personnel without the prior written consent of the City, such consent not to be unreasonably withheld where the Bank must use a replacement by reason of injury, death, pregnancy, retirement, or cessation of employment, but which consent may be arbitrarily withheld when the replacement is required in order to permit the key personnel to service other customers of the Bank.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

- (b) The parties now confirm and agree that the key personnel listed out in **[insert section]** of the Bank's Proposal have been accepted by the City and may only be replaced in accordance with this Section 3.6.
- (c) The City appoints the Treasury Manager as the City's project manager for the purposes of this Agreement. The Bank will not perform any Service unless it has been expressly authorized in writing by the Treasury Manager. The City's General Manager of Corporate Services will from time to time designate one or more City employees as a Treasury Manager for the purposes of this Agreement
- (d) The Bank appoints **[insert name]** as its representative for the purposes of this Agreement (the "**Bank's Project Manager**").
- (e) Unless otherwise agreed to in writing by the Parties, all material communication between the Bank and the City regarding this Agreement, including performance of the Services, will be between the Treasury Manager and the Bank's Project Manager.

3.6 Sub-Contractors

- (a) The Bank may engage Sub-Contractors for the performance of certain specific tasks forming part of the Services, provided the Bank has obtained prior written consent from the City, which consent may be arbitrarily withheld. The Bank will administer, coordinate, and manage all services of sub-Banks, and will assume full responsibility to the City for all work performed by such Sub-Contractors in relation to the Services and will pay all fees and disbursements of all Sub-Contractors subject to reimbursement by the City, but only where expressly provided for pursuant to paragraph (d) of Section 5.5 - *Basis of Payment of Contract Price*.
- (b) Where a Sub-contractor is used by the Bank under this Agreement, the Bank will legally bind the Sub-contractor to comply with this Agreement.
- (c) Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

4.0 TERM/RENEWAL/EXCLUSIVITY

- 4.1 **Term.** The Term of this Agreement is five years commencing **[_____]**, 2011 and expiring on **[_____]**, 2016.
- 4.2 **Renewal/Cancellation during Renewal Periods.** The Term may be renewed for five additional terms of one year (each a "**Renewal Term**") each by the mutual written agreement of the parties. Where the parties continue to deal with each other following the expiry of either the original Term or a Renewal Term (save and except for the final Renewal Term), this Agreement will be deemed to be renewed for an additional one year period. Where the parties continue to deal with each other following the expiry of the final Renewal Term, the Contract will be deemed to be renewed on a month to month basis.
- 4.3 **No Exclusivity.** Despite any other term of this Agreement, nothing in this Agreement will grant, or is intended to grant, the Bank any rights of exclusivity or any other right to be the sole supplier to the City of the Requirements, to supply a specified or minimum quantity of the Requirements to the City or any other similar right and the Bank now acknowledges and agrees to same.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

5.0 PRICES FOR THE SERVICES

5.1 **Bank's Proposal - Schedule B - Pricing Applies.** The parties now agree that the pricing set out in the Bank's Proposal, Schedule B - Pricing will apply to the Services and the City now agrees to pay for the Services at the prices set out in that schedule (the "**Contract Price**") subject only to the terms of this Agreement which expressly provide for an adjustment to same.

5.2 **Contract Price Fixed for Term.** The Contract Price will remain fixed for the Term and may not be increased by the Bank except to the extent specifically stated in [] of the Bank's Proposal, Schedule B - Pricing.

5.3 **Contract Price Adjustments During Renewal Terms.** The Contract Price during any Renewal Term may be increased by the Bank, but only after giving the City at least 180 days' prior written notice of the Contract Price increase.

5.4 **Taxes/Currency.** The Contract Price is expressed and payable in Canadian dollars and is exclusive of the HST whenever and wherever applicable.

5.5 Basis of Payment of Contract Price

(a) Payment to the Bank will be based on either:

- (i) the transaction-based fees;
- (ii) the lump sum fees;
- (iii) the monthly fees; or
- (iv) hours actually worked by the Bank's personnel multiplied by the hourly charge-out rates,

for the Services, at the applicable Contract Price.

(b) The Contract Price is inclusive of all expenses and disbursements including without limitation and by way of example only the following:

- (i) Transportation of the Bank's personnel.
- (ii) Long distance telephone calls, telegrams and telex.
- (iii) Photocopying, courier, fax, computer charges, except for those charges specifically set out in Section [] of Schedule B - Pricing of the Bank's Proposal.
- (iv) Any other general or specific office, overhead, administrative, or other expense or disbursement not specifically itemized in Schedule B - Pricing of the Bank's Proposal.

(c) All expenses and disbursements which are specifically itemized in Schedule B - Pricing of the Bank's Proposal will be reimbursed by the City at actual cost without any addition for overhead or profit.

(d) Where the Bank has engaged a Sub-Contractor, then the Bank will make full payment to such Sub-Contractor for work performed in relation to the Services, and the Contract Price will be deemed to be inclusive of such payment except where specifically

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

itemized as a separate reimbursement obligation of the City in Schedule B - Pricing of the Bank's Proposal (in which case the City will reimburse the Bank for payments made to Sub-Contractors at the amounts equal to such actual payments without any additions for overhead or profit to the Bank).

5.6 Invoicing

- (a) The Bank will submit invoices to the Treasury Manager on or before the tenth day of each month for all Services rendered in the prior month. Each invoice will describe each Service provided in the prior month as well as list the names, hours worked and pay rates of all personnel of the Bank that have worked on the Services in the prior month and will be in the format and will provide all other information described by the Bank in Section [] of Schedule A of the Bank's Proposal. Where applicable, each invoice will show separately the amount of GST and PST payable by the City with respect to the Services.
- (b) Attached to each invoice will be copies of invoices for all disbursements claimed, confirmation of payments made to Sub-Contractor(s) for the previous month, and a brief report detailing work completed to date, work completed during the prior month, and work outstanding (if any) to complete a particular Service.
- (c) Despite any other term of this Agreement, the City will never be obligated to pay the Bank a greater percentage of total fees and disbursements than the degree of percentage completion of the total of the Services.
- (d) Invoices will be due and payable within 30 days after:
 - (i) receipt by the City of the invoice; or
 - (ii) the tenth day of the month following the month in which the Services were rendered,whichever is later. However, if the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Bank's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid. Despite the preceding sentence, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.
- (e) The Bank will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Bank and by such other means as will be reasonably necessary or advisable.

6.0 CANCELLATION OF AGREEMENT

The City may cancel this Agreement without cause at any time, but only if the City first gives at least 90 days' prior written notice of cancellation. As of the effective date of such a notice of cancellation, the Contract will be cancelled as to all or those specified Services and the parties will have no further obligations to each other in respect to same except that the City

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

will remain liable to pay for those Services already ordered and performed prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

7.0 UNAVOIDABLE DELAY

Notwithstanding this Section 7.0, except for the performance of obligations to pay money, the time periods for the City and the Bank to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Bank’s lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Bank’s employees or Sub-contractor’s employees, or governmental action taken in the enforcement of law specifically against the Bank or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

8.0 CHANGES IN REQUIREMENTS

8.1 City May Request. The City may, by giving written notice to the Bank, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Bank will, as soon as practicable and in no event later than ten days after receipt of such notice, inform the City of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or will notify the City that no adjustment is appropriate. If adjustments to the Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be amended as agreed by the City.

8.2 Disputes Over Requested Change. If the City determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the City and the Bank are unable to agree on an acceptable price, the City may elect to pursue any one of the following options:

- (a) The City may refer the issue to arbitration to determine the price for such amendments to the Requirements pursuant to paragraph (b) of Section 24.0 - *Resolution of Disputes*.
- (b) The City may proceed with this Agreement without the proposed change in Requirements.
- (c) The City may cancel all or any part of the Services required to be provided under this Agreement, provided the City gives the Bank at least:
 - (i) 15 days prior written notice of cancellation with respect to any given category of Services (as those categories are set out in the Bank’s Proposal, Schedule B - Pricing); or
 - (ii) 90 days prior written notice of cancellation with respect to a cancellation of all Services.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT**

9.0 DISPUTES AS TO REQUIREMENTS (WHERE NO PRIOR CHANGE REQUEST)

The Treasury Manager may issue orders or instructions with respect to the timing, quality and quantity of the Services. They will be obeyed, performed and complied with by the Bank promptly, efficiently and to the satisfaction of the City. However, if the Bank is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the Treasury Manager in writing before proceeding to carry them out and, in any event, within two days of the receipt of such orders or instructions. The giving of such notice to and receipt by the Treasury Manager will not constitute an acknowledgment by the City as to the validity of the Bank's claim, and the City will then be at liberty to contest or dispute the Bank's claim. If the Bank does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Bank of its obligation to carry out and to obey such orders or instructions.

10.0 SERVICE/PERFORMANCE GUARANTEES

[NTD: All service level commitments, response time commitments, and other performance guarantees offered by the successful Proponent in the Bank's Proposal are to be recorded here along with the formula for calculating the applicable rebates or discount on fees and other charges payable or credited to the City whenever the Bank fails to meet or deliver on such commitments or guarantees.]

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 Bank's Confidential and Proprietary Information - Defined. "Proprietary Information" means, with respect to the Bank:

- (a) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to the Bank prior to the provision of the Services under this Agreement, and all corrections, improvements and enhancements to same, and related documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the Proprietary Information including the structure sequence and organization, and any benchmark or survey results;
- (b) any and all information obtained by the City from the Bank or its affiliates through the course of carrying out this Agreement, including any compilations of otherwise public information;
- (c) any and all information the disclosure of which is restricted by the *Personal Information Protection and Electronic Documents Act* (Canada), or any other legislation similar in intent and effect to the above; and
- (d) and any other information reasonably identifiable in writing as the confidential or proprietary information of the Bank.

11.2 City's Confidential and Proprietary Information - Defined. "Proprietary Information" means, with respect to the City:

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

- (a) all City owned or licensed software or proprietary information including, by way of example only, City-made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including the structure sequence and organization, and any benchmark or survey results;
- (b) any and all information obtained by the Bank from the City or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information;
- (c) any and all information the disclosure of which is restricted by the *Protection of Privacy and Freedom of Information Act* (British Columbia); and
- (d) any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

11.3 Restrictions/Limitations on Obligations Respecting Proprietary Information. For further certainty, the obligations set out in Section 11.4 - *Obligations of Recipient Party* and Section 11.5 - *Third Party Licences* respecting Proprietary Information do not apply to any part of such information which:

- (a) is or becomes publicly available through no act or failure of the recipient party; or
- (b) was or is rightfully acquired by the recipient party from a source other than the disclosing party prior to receipt from the disclosing party; or
- (c) becomes independently available to the recipient party as a matter of right (and such right is recorded in writing and is exercisable without any obligation of confidentiality); or
- (d) is compelled to be disclosed pursuant to law, provided that:
 - (i) the disclosing party is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure; and
 - (ii) if so compelled, the recipient party being ordered to disclose will only furnish that portion of the Proprietary Information that it is legally required to furnish.

11.4 Obligations of Recipient Party

- (a) The Bank and the City now confirm and agree not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this Agreement.
- (b) The City and the Bank now agree to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to carry out the intent of this Agreement. Prior to disclosing any Proprietary Information to any third party, the City and the Bank will obtain from that third party a written acknowledgment that the third party will be bound by this Section 11.4 with respect to the Proprietary Information. The Bank and the City will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from disclosure to third parties as it does with its own proprietary and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

confidential information provided that the standard of care utilized will not in any case be less than that which would be taken by a reasonable person to safeguard information of like commercial, personal, or public interest value.

11.5 **Third Party Licences.** For further certainty, the Bank now confirms to the City that the Bank has obtained all necessary contractual licenses and permits necessary from third party software licensors to ensure that the City will not be in breach of the Bank's Proprietary Information in the course of exercising the City's rights under this Agreement to receive the Services.

11.6 **Ownership, Copyright, Custody and Control of Certain Proprietary Information**

- (a) As set out in Section [] of the Bank's Proposal, the Bank will safely store and then archive all of the Bank's Proprietary Information in respect to:
- (i) all financial and personal information respecting City employees (and taxpayers, parking ticket payers, user fee payers, and the like);
 - (ii) all data respecting the City and its employees (or taxpayers, parking ticket payers, user fee payers, and the like) residing within any of the Bank's information system databases, including without limitation and by way of example only, all City-related data residing from time to time within the Bank's custom database for the management of [] and [], etc.;
 - (iii) the services provided under prior contracts with the City;
 - (iv) the Services provided under this Agreement; and
 - (v) all Sub-Contractor information, status reports, reminder dates, follow up dates, and other data respecting any of the above,
- (collectively, the "Bank's City-Related Data") in the manner required by law and in the manner described in Section [] of the Bank's Proposal.
- (b) Despite any other term of this Section 11.0, the Bank now agrees that, upon the expiry or sooner termination of this Agreement or any particular Service under this Agreement, the Bank will, upon the City's written request duly signed by the Treasury Manager, transfer all or such requested portion of the Bank's City-Related Data to such third party Bank or City employee as is named in the request by the Treasury Manager, provided always that such third party Bank's duly authorized representative or such City employee has given the Bank an appropriate written undertaking to protect the confidential nature of those portions of the Bank's City-Related Data which is comprised of the financial or personal information of the City's employees (or taxpayers, parking ticket payers, user fee payers, and the like). The Bank and the City now agree that no fees or other amounts will be payable by the City or such third party for any transfer of the Bank's City-Related Data regardless of whether or not this Agreement is then in effect. The Bank further agrees to transfer the Bank's City-Related Data in the electronic format in which the Bank normally retains same as well as a paper print copy of same.
- (c) All reports and other documents or products produced and delivered by the Bank to the City as a result of the provision of the Services (the "Reports") and all of the Bank's City-Related Data will be the sole property of the City, and the City will have the right:

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

- (i) to utilize all of the Reports for its benefit in any way it sees fit without limitation; and
 - (ii) subject to compliance with all applicable laws and Section (b) above, to acquire custody of the Bank's City-Related Data and then utilize same for the benefit of the City's employees (or taxpayers, parking ticket payers, user fee payers, and the like) and to the extent permitted by law and subject always to the confidentiality obligations respecting the financial and personal information components of the Bank's City-Related Data, to utilize same in any other way it sees fit.
- (d) Any and all Reports prepared but not yet delivered to the City will be delivered by the Bank to the City immediately on the expiration or sooner termination of this Agreement. The City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Bank requesting delivery by the Bank to the City of all or any particular Reports (whether completed or not) in which event the Bank will promptly comply with such request.
- (e) The Bank now transfers title in and to the Bank's City-Related Data and the Reports and assigns to the City sole copyright in the Reports and the Bank's City-Related Data. The Bank agrees that title to the Bank's City-Related Data and the Reports is to be considered to have been transferred, and any copyright in the Bank's City-Related Data and the Reports is to be considered to have been assigned by the Bank to the City upon creation of the Bank's City-Related Data and the Reports. The Bank now irrevocably waives, in favour of the City, the Bank's moral rights in respect of the Bank's City-Related Data and the Reports. The Bank will obtain in writing, from its personnel, its permitted Sub-Contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Bank's City-Related Data and the Reports to the City.
- (f) The Bank represents and warrants that the Bank's City-Related Data and the Reports will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

12.0 RELEASE AND INDEMNIFICATION

- 12.1 The Bank now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Bank, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 12.2 In undertaking the Services, the Bank acknowledges that the Bank has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Bank to perform the Services.
- 12.3 Despite the provision of insurance coverage by the City, the Bank hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns and authorized representatives and each of them (in each case, an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Bank, its Sub-contractors, or their respective officers,

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

12.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

12.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

13.0 INSURANCE/BONDING/REGULATORY REQUIREMENTS

13.1 **Required Types, Terms and General Provisions.** Throughout the Term of this Agreement, the Bank must, in full compliance with the relevant laws that regulate or control the activities of the Bank, carry and continuously maintain in full force, at its own cost and expense, the following bonds and insurance:

(a) All such Bank, security, guarantee or other surety bonds and insurance coverage including by way of example only but not limited to corporate errors and omissions liability insurance, directors and officers liability insurance, commercial general liability insurance, comprehensive crime insurance and all other insurance coverage as are from time to time required by all applicable governmental authorities having jurisdiction over the Bank or are deemed to be required by the City's Director or Risk Management for the protection of the interests of the City.

(b) The Commercial General Liability Insurance policy shall be on an occurrence form and shall contain a cross-liability or severability of interest clause naming the City, its official, officers, employees and agents as additional insured.

(c) All required insurance policies will remain in full force and effect at all times during the Term and for a period of not less than two years following the completion of the Services and will:

(i) be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the governing regulatory authorities and the City's Director of Risk Management;

(ii) be primary insurance with respect to liability arising out of the operations of the Bank. Any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies;

(iii) contain a provision that the insurer will, by registered mail, provide the City with at least 60 days prior written notice of cancellation or material change resulting in reduction of coverage; and

(iv) contain a clause that waives the insurer's right of subrogation against the City and its officers, employees and agents.

13.2 **Evidence of Insurance and Bonds.** Prior to commencing Services, and at any time requested by the City's Director of Risk Management or the Treasury Manager, the Bank will provide evidence of all required bonds and insurance.

13.3 **Sub-Contractor's Insurance.** If the Bank hires a Sub-contractor to perform any work related to the Services, the Bank will cause such Sub-contractor to obtain the same type, amount and

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

terms of coverage as is required of the Bank under this Agreement and will be required to provide evidence of same to the City's Director of Risk Management in the same manner as is required of the Bank.

14.0 WORKSAFEBC

14.1 The Bank agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Bank agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Bank. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

14.2 The Bank will provide the City with the Bank's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Bank and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Bank will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Bank in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

14.3 Whenever the Bank is required or permitted to perform any Services on any City sites, the Bank is now appointed and now accepts appointment as the Prime Contractor in connection with such Services.

[NTD: If the types of services contemplated by this form of Agreement are to be performed in a multi employer workplace, a "Prime Contractor" agreement should be requested from Legal Services and should be executed by the Bank.]

15.0 SECURITY CLEARANCE AND OTHER CONDUCT STANDARDS

On the written request of the Treasury Manager, the Bank will immediately cease the use of any individual for the performance of the Services which the Treasury Manager has reason to believe is unsuitable for the performance of the Services including but not limited to:

- (a) the loss of or failure by that individual to obtain the required Security Clearance;
- (b) intoxication;
- (c) use of foul, profane, vulgar or obscene language or gestures;
- (d) solicitation of gratuities or tips from any person for services performed under this Agreement;
- (e) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (f) any action which may constitute a public nuisance or disorderly conduct.

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

The Bank will promptly comply with each such request and will satisfy the City that the individual has been removed from further involvement with the performance of the Services. For the purposes of this Section, "Security Clearance" means the security clearance criteria applied by the City from time to time to City and third party personnel who, as part of their duties, require access to security restricted areas or facilities.

16.0 CITY APPROVALS

No reviews, approvals or inspections carried out or information supplied by the City or its employees or sub-contractors will derogate from the duties and obligations of the Bank to comply with the Requirements, and all responsibility related to the performance of the Services will be and remain with the Bank.

17.0 NON-RESIDENT WITHHOLDING TAX

- (a) If the Bank is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then the City may deduct from any amounts payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Customs and Revenue Agency all such amounts which by virtue of the Bank being a non-resident are required to be so remitted pursuant to *Income Tax Act* (Canada).
- (b) The City will receive full credit under this Agreement for any such amounts withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on such amounts withheld, not remitted as aforesaid and later paid directly to the Bank.

18.0 CITY BUSINESS LICENSE

The Bank will conform to the City of Vancouver License By-law and maintain a valid City of Vancouver business license throughout the Term.

19.0 RESOLUTION OF DISPUTES

- (a) This Agreement will be governed by the laws of British Columbia and the parties now irrevocably submit and attorn to the exclusive jurisdiction of the courts of British Columbia.
- (b) Despite Section (a) above where, pursuant to Section 8.2 - *Disputes Over Requested Change*, the City elects to refer the issue referred to in that provision to arbitration, then the City may do so and the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) amended as follows:
 - (i) there will be a single arbitrator;
 - (ii) the arbitration will take place in the City's offices; and
 - (iii) the cost of the arbitration will be determined by the arbitrator.

20.0 INDEPENDENT CONTRACTOR

This Agreement is a contract for services and the Bank, its permitted sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Bank and its permitted sub-contractors are not, nor are they to be deemed to be partners, appointees,

REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT

employees or agents of the City. However, to the extent that the Bank takes deposits of, receives, or processes coins, bills or other money from or on behalf of the City, the Bank now acknowledges and agrees that it is a fiduciary and trustee of the City and accountable to the City for all money in accordance with its capacity as a trustee and fiduciary of the City.

21.0 ASSIGNMENT

The Bank will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Bank will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Bank have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Bank, provided always that the Bank first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

22.0 COMPLIANCE WITH LAWS

The Bank agrees to comply with all applicable laws and regulations in carrying out the Bank's obligations under this Agreement.

23.0 INDEPENDENT LEGAL ADVICE

The Bank acknowledges that both parties are entitled to seek independent legal advice before executing this Agreement.

24.0 GENERAL

24.1 No Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

24.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

24.3 Remedies Cumulative. The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

**REQUEST FOR PROPOSAL NO. PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 1 - FORM OF AGREEMENT**

- 24.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 24.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 24.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Bank.
- 24.7 **Joint and Several Liability of Joint Venture Participants.** If the Bank is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Bank shall be joint and several.
- 24.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 24.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Bank (whether under this Agreement or otherwise) any amounts payable by the Bank to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Bank, whether such claim is at law or in equity or tort or on any other basis.
- 24.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Bank and their respective successors and permitted assigns.

EACH PARTY HAS EVIDENCED THEIR INTENT TO BE LEGALLY BOUND by the terms and conditions of this Agreement by signing where indicated below.

CITY OF VANCOUVER
by its Authorized Signatory:

Signature

Print Name and Title

[INSERT NAME OF BANK]
by its Authorized Signatories:

Signature

Print Name and Title

Signature

Print Name and Title

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

The City of Vancouver locations encompassing the service requirements within this RFP are listed in the tables below. Locations may be added or deleted as deemed necessary throughout the Contract term.

Location	Address	Financial Services Required
City Hall	453 West 12 th Avenue	Deposit, Transaction Reporting, Statements and Documentation, Transaction Information Tracking, Credit and Debit Card Services, Coin-Ordering and Delivery
Carnegie Centre	401 Main Street	Deposit and coin change
Civic Theatre	649 Cambie Street	Deposit, Coin Change and Credit/Debit Card Services
Evelyne Saller Centre	320 Alexander Street	Deposit
Antoniette House	535 East Cordova Street	Deposit
Old Continental Residence	1390 Granville Street	Deposit
New Continental Residence	1067 Seymour Street	Deposit
Animal Control	1280 Raymur Avenue	Deposit, Coin Change and Credit/Debit Card Services
False Alarm Reduction Program	#165 - 555 West 12 th Avenue	Deposit, Coin Change and Credit/Debit Card Services
Gathering Place	609 Helmcken Street	Deposit and Coin Change
Vancouver Landfill	5400 72 nd Street, Delta	Deposit, Coin Change and Credit/Debit Card Services
Roddan House	124 Dunlevy Street	Deposit
Mountain View Cemetery	5455 Fraser Street	Deposit and Credit/Debit Card Services
Transfer Station	377 West Kent Avenue North	Deposit, Coin Change and Credit/Debit Card Services

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

West End Parking	870 Denman Street	Deposit, Coin Change and Credit/Debit Card Services
Archives	1150 Chestnut Street	Deposit and Coin Change
Barclays Heritage Square	1067 Seymour Street	Deposit and Coin Change
Central Stores	250 West 70 th Avenue	Deposit and Credit/Debit Card Services
Equipment Services	250 West 70 th Avenue	Deposit and Credit/Debit Card Services
The Gresham	716 Smithe Street	Deposit
Oppenheimer Lodge	450 East Cordova Street	Deposit and Coin Change

Vancouver Public Library		
Central Library (Head Office)	350 West Georgia Street	Deposit, Transaction Reporting, Statements and Documentation, Transaction Information Tracking, Credit and Debit Card Services, Credit/Debit Card Services, Coin Ordering and Delivery
Britannia Branch	1661 Napier Street	Deposit, Coin Change and Credit/Debit Card Services
Carnegie Branch	401 Main Street	Deposit and Coin Change
Champlain Heights Branch	7110 Kerr Street	Deposit, Coin Change and Credit/Debit Card Services
Collingwood Branch	2985 Kingsway	Deposit and Coin Change
Dunbar Branch	4515 Dunbar Street	Deposit, Coin Change and Credit/Debit Card Services
Firehall Branch	1455 West 10 th Avenue	Deposit, Coin Change and Credit/Debit Card Services
Fraserview Branch	1950 Argyle Drive	Deposit and Coin Change

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

Hastings Branch	2674 East Hastings Street	Deposit, Coin Change and Credit/Debit Card Services
Joe Fortes Branch	870 Denman Street	Deposit, Coin Change and Credit/Debit Card Services
Kensington Branch	1428 Cedar Cottage Mews	Deposit, Coin Change and Credit/Debit Card Services
Kerrisdale Branch	2112 West 42 nd Avenue	Deposit, Coin Change and Credit/Debit Card Services
Kitsilano Branch	2425 MacDonald Street	Deposit/Coin Change and Credit/Debit Card Services
Marpole Branch	8386 Granville Street	Deposit/Coin Change and Credit/Debit Card Services
Mount Pleasant Community Branch	1 Kingsway	Deposit/Coin Change and Credit/Debit Card Services
Oakridge Branch	#191 - 650 West 41 st Avenue	Deposit/Coin Change and Credit/Debit Card Services
Renfrew Branch	2969 East 22 nd Avenue	Deposit/Coin Change and Credit/Debit Card Services
Riley Park Branch	3981 Main Street	Deposit and Coin Change
South Hill Branch	6076 Fraser Street	Deposit, Coin Change and Credit/Debit Card Services
Strathcona Branch	592 East Pender Street	Deposit and Coin Change
West Point Grey Branch	4480 West 10 th Avenue	Deposit/Coin Change and Credit/Debit Card Services

Vancouver Park Board		
West Point Grey	4397 West 2 nd Avenue	Deposit and Credit/Debit Card Services
Thunderbird Community Ctre	2311 Cassiar Street	Deposit
False Creek Community	1318 Cartwright Street	Deposit and Credit/Debit

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

Ctre		Card Services
Parks Administration	2099 Beach Avenue	Deposit and Coin Change and Credit/Debit Card Services
Bloedel Conservatory	Queen Elizabeth Park	Deposit and Credit/Debit Card Services
Queen Elizabeth Pitch and Putt	Queen Elizabeth Park	Deposit and Credit/Debit Card Services
Champlain Heights Community Ctre	3350 Maquinna Drive	Deposit and Credit/Debit Card Services
Coal Harbour Community Ctre	480 Broughton Street	Deposit and Credit/Debit Card Services
Creekside Community Ctre	1 Athletes Way	Deposit and Credit/Debit Card Services
Douglas Park Community Ctre	810 W. 22 nd Avenue	Deposit and Credit/Debit Card Services
Dunbar Community Ctre	4747 Dunbar Street	Deposit and Credit/Debit Card Services
Fraserview Golf Course	7800 Vivian Drive	Deposit/Coin Change and Credit/Debit Card Services
Hastings Community Ctre	3096 E. Hastings Street	Deposit and Credit/Debit Card Services
Hillcrest Park Aquatic Ctre	4575 Clancy Loranger Way	Deposit/Coin Change and Credit/Debit Card Services
Jericho Beach Booth	3941 Point Grey Road	Deposit/Coin Change and Credit/Debit Card Services
Kerrisdale Community Ctre	5670 East Boulevard	Deposit and Credit/Debit Card Services
Kerrisdale Arena	5670 East Boulevard	Deposit and Credit/Debit Card Services
Killarney Complex	6260 Killarney	Deposit and Credit/Debit Card Services

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

Kitsilano Community Ctre	2690 Larch	Deposit and Credit/Debit Card Services
Kitsilano Pool	Cornwall and Vine	Deposit/Coin Change and Credit/Debit Card Services
Kitsilano Pool Booth Concession	Cornwall and Vine	Deposit/Coin Change and Credit/Debit Card Services
Langara Golf Course	290 West 49 th Avenue	Deposit/Coin Change and Credit/Debit Card Services
Locarno Beach Booth	445 NW Marine Drive	Deposit/Coin Change and Credit/Debit Card Services
Lord Byng Pool	2990 West 14 th Avenue	Deposit and Credit/Debit Card Services
Lumberman's Arch Concession	3310 Stanley Park Drive	Deposit/Coin Change and Credit/Debit Card Services
McCleery Gold Course	7170 MacDonalD Street	Deposit/Coin Change and Credit/Debit Card Services
Marpole/Oakridge Community Ctre	990 West 59 th Avenue	Deposit and Credit/Debit Card Services
Mt. Pleasant Community Ctre	3161 Ontario Street	Deposit and Credit/Debit Card Services
New Brighton Pool and Concession	North Windermere Street	Deposit/Coin Change and Credit/Debit Card Services
Renfrew Pool	2929 East 22 nd Avenue	Deposit and Credit/Debit Card Services
Riley Complex	50 East 30 th Avenue	Deposit and Credit/Debit Card Services
Roundhouse Community Ctre	181 Roundhouse Mews	Deposit and Credit/Debit Card Services
Rupert Pitch and Putt	3401 East 1 st Avenue	Deposit and Credit/Debit Card Services
Strathcona Community Ctre	601 Keefer Street	Deposit and Credit/Debit Card Services

**REQUEST FOR PROPOSAL PS11005
THE SUPPLY OF FINANCIAL SERVICES
APPENDIX 2 - CITY OF VANCOUVER LOCATIONS REQUIRING BANKING SERVICES**

Sunset Beach Booth	1204 Beach Avenue	Deposit and Credit/Debit Card Services
Sunset Community Ctre	404 East 41 st Avenue	Deposit and Credit/Debit Card Services
Templeton Pool	700 Templeton Drive	Deposit and Credit/Debit Card Services
Third Beach Concession	7495 Stanley Park Drive	Deposit/Coin Change and Credit/Debit Card Services
Trout Lake Booth	2105 East 19 th Avenue	Deposit and Credit/Debit Card Services
Trout Lake Community Ctre	3350 Victoria Drive	Deposit and Credit/Debit Card Services
Vancouver Aquatic Ctre	1050 Beach Avenue	Deposit/Coin Change and Credit/Debit Card Services
Van Dusen Gardens	5251 Oak Street	Deposit/Coin Change and Credit/Debit Card Services
West End Community Ctre	870 Denman Street	Deposit and Credit/Debit Card Services
Second Beach Pool	Stanley Park Drive	Deposit/Coin Change and Credit/Debit Card Services
Second Beach Pool Concession	Stanley Park	Deposit/Coin Change and Credit/Debit Card Services
Spanish Banks Booth East	4747 NW Marine Drive	Deposit/Coin Change
Stanley Park Pitch and Putt	Stanley Park	Deposit and Coin Change and Credit/Debit Card Services
Stanley Park Train	Stanley Park	Deposit/Coin Change and Credit/Debit Card Services
Westbank Concession	4875 NW Marine Drive	Deposit and Credit/Debit Card Services

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City’s corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process. You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
d) We are registered with one or more of these Safety Management System/Program: OHSAS 18001	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
CAN/CSA Z1000	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
ANSI Z10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

e) We have a system registered, certified or recognized by another standard	Please specify _____			
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please specify additional materials recycled: _____

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
Section 2: Environmental Management & Stewardship	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy A copy of reduction targets and related results A copy of third party audit/verification

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City’s Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

“As an authorised signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>’s submission/quotation.”

Corporate Name of Applicant

Name and Title of Authorised Signatory

Signature

Date