REQUEST FOR PROPOSALS No. 1573
CORPORATE BANKING SERVICES

Issue Date: February 2, 2015

Closing Location:

<table>
<thead>
<tr>
<th>By Hand/Courier To:</th>
<th>Electronically To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchasing Department</td>
<td>Email: <a href="mailto:purchasinginfo@nanaimo.ca">purchasinginfo@nanaimo.ca</a></td>
</tr>
<tr>
<td>2020 Labieux Road</td>
<td>Please note: Maximum email file size limit is 8MB, or less.</td>
</tr>
<tr>
<td>Nanaimo, BC V9T 6J9</td>
<td></td>
</tr>
<tr>
<td>Attention: Silvia Reid, SCMP Buyer</td>
<td></td>
</tr>
</tbody>
</table>

Closing Time
Proposals must be received no later than 3:00 p.m. (15:00 hrs), Pacific Time, Thursday, March 19, 2015 (the “closing time”) at the “closing location”.

Contact Person for Inquiries and Clarifications
Laura Mercer, CPA-CGA, Manager Accounting Services
Phone: 250-755-4433
Email: laura.mercer@nanaimo.ca

Inquiries after March 10, 2015 Pacific Time will only be answered at the discretion of the City, if time permits.

Confirmation Form
The City will attempt to send all interested Respondents addendums to the RFP and any subsequent information such as our response to questions that may clarify sections of the RFP, but it is the sole responsibility of each Respondent to check the City of Nanaimo website (www.nanaimo.ca) and the BC Bid website (www.bcbid.gov.bc.ca) to ensure that all addendums and information has been received. It will also act as confirmation to us that you received the RFP document and provide you with a simple process to indicate to us if you are not interested in responding to this RFP call.
### TABLE OF CONTENTS

1.0 Introduction .............................................................................................................. 3 - 5  
2.0 Instructions to Respondents .............................................................................................. 5 - 11  
3.0 Selection & Evaluation Process ........................................................................... 11 - 13  
4.0 General Terms and Conditions ............................................................................ 13 - 16  

#### Schedule A
- Account Information ........................................................................................................... 1- 2

#### Appendix A
- Sample Deposit Slip ............................................................................................................... 1

#### Appendix B
- Confirmation Form (Fillable Form) ........................................................................................ 1

#### Appendix C
- Service Requirements and Key Proposal Response Content (Fillable Form)  
  Consists of:
  - Section 1.0 Financial Service Requirement (Requirement 1.1 - 1.26)
  - Section 2.0 Account Transfer Assistance (Requirement 2.1 - 2.2)
  - Section 3.0 Value Added (Requirement 3.1)
  - Section 4.0 Sustainability (Requirement 4.1)
  - Section 5.0 References (Requirement 5.1)

#### Appendix D
- Price Cost Elements and Interest Calculation (Fillable Form)
  Consists of:
  - Section 1.0 General
  - Table A Interest Calculation
  - Table B Bank Accounts
  - Table C Current Account Services
  - Table D Online Banking Requirements
  - Table E Other Payment Methods
  - Table F Cash & Coin
  - Table G Inter-Branch Deposits
  - Table H After Hour Night Deposit Service
  - Table I Safekeeping Services for Investment Securities
  - Table J Account Transfer Assistance Costs
  - Table K Other Costs

#### Appendix E
- Proposal Form (Fillable Form) ..................................................................................................... 1 - 2
Section 1.0  Introduction

1.1 Overview
This Request for Proposal s ("RFP") identifies a business opportunity for the successful Respondent to be the City's lead Financial Institution and provide the City with core financial services as described in this RFP document.

The City will only consider Proposals from Respondents that meet the Mandatory Requirements identified in Section Three, clause (3.1).

Key dates to be noted:

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP documents</td>
<td>February 2, 2015</td>
</tr>
<tr>
<td>Deadline for Respondents to Submit Questions</td>
<td>March 10, 2015*</td>
</tr>
<tr>
<td>Closing Time for Proposal Submission</td>
<td>Must be received no later than 3:00 p.m. (15:00 hrs) Pacific Time, March 19, 2015*</td>
</tr>
<tr>
<td>Lead Respondent Announcement</td>
<td>Not before April 14, 2015</td>
</tr>
<tr>
<td>Services to be fully Operational by Financial Institution</td>
<td>July 1, 2015</td>
</tr>
</tbody>
</table>

*Dates are subject to change.

1.2 Background
The City of Nanaimo ("City") provides services to more than 85,000 residents. Our annual capital and operating budget for 2014 is in excess of $192 million dollars. The City employs approximately (800) people.

Royal Bank of Canada is the City's current lead bank providing core financial services to the City of Nanaimo. Through this RFP the City is seeking a Financial Institution to provide the specific requirements that are detailed in this RFP.

The 2013 Annual Financial Statements can be found on the City's website at www.nanaimo.ca in the Finance Department section under Financial Reports.

Excluded Banking Services are:
- **Purchasing Cards**: The City is currently using BMO, leveraging the Province of BC's Corporate Supply Arrangement.
- **Investments**: The City invests surplus funds not immediately required for operations. The types of eligible investments are governed by Section 183 of the Community Charter. City's current policy is to obtain quotations, and choose the investment that provides the best return.

Bank Accounts:
The City maintains the following bank accounts:
- Main Accounts which include: General, $US, Payroll, Cemetery Care
- Subsidiary Accounts which include: Property Taxes/User Rates/Licenses, Debit Card/MasterCard/Visa, Parks & Recreation
The balance in all these accounts is included in the calculation of the daily interest earned. The Subsidiary Accounts are rolled into the General Account on a periodic basis. The Subsidiary Accounts have no chequing privileges. Information pertaining to average account balances, number of cheques issued and deposits is contained in Schedule ‘A’ Account Information of this RFP document.

**Debit Cards and Credit Cards**

The City currently accepts Visa, MasterCard and AMEX for payment of fees for various services (not including Property Tax payments or User Rate payments) and is credited for these amounts through the use of automated Point of Sale systems. The current level of credit card activity is approximately 3,500 gross sales transactions per month.

Debit cards are accepted at Service and Resource Centre (SARC), Police Operations Building, Community Policing & Services Office (CPSO), Parks Yard and Parks, Recreation and Environment facilities. The current level of debit card activity is approximately 4,500 gross sales transactions per month.

The City currently has (20) Point of Sale machines at the locations identified below, which are under contract with Moneris.

<table>
<thead>
<tr>
<th>POS Machine Location</th>
<th>Qty</th>
<th>Approximate Gross Sales per Month</th>
<th>Average Ticket ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks, Recreation &amp; Environment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nanaimo Aquatic Centre, 741 Third St.</td>
<td>2</td>
<td>$1,159,700</td>
<td>$26.45</td>
</tr>
<tr>
<td>Frank Crane Arena, 2300 Bowen Rd.</td>
<td>1</td>
<td>$207,500</td>
<td>$464.12</td>
</tr>
<tr>
<td>Bowen Park Complex, 500 Bowen Rd.</td>
<td>2</td>
<td>$338,400</td>
<td>$291.10</td>
</tr>
<tr>
<td>Beban Complex (Social Centre, Pool, Ice Rink, Cliff McNabb Arena), 2300 Bowen Rd.</td>
<td>4</td>
<td>$1,998,500</td>
<td>$238.81</td>
</tr>
<tr>
<td>Nanaimo Ice Centre, 741 Third St.</td>
<td>1</td>
<td>$55,600</td>
<td>$21.77</td>
</tr>
<tr>
<td>Oliver Woods Community Centre 6000 Oliver Rd.</td>
<td>2</td>
<td>$273,500</td>
<td>$55.28</td>
</tr>
<tr>
<td>Service &amp; Resource Centre (SARC), 411 Dunsmuir Street</td>
<td>5</td>
<td>$2,455,500</td>
<td>$637.81</td>
</tr>
<tr>
<td>Public Works Yard, 2020 Labieux Rd.</td>
<td>1</td>
<td>$6,800</td>
<td>$25.76</td>
</tr>
<tr>
<td>Police Operations Building, 303 Prideaux St.</td>
<td>1</td>
<td>$70,200</td>
<td>$25.94</td>
</tr>
<tr>
<td>Community Policing &amp; Services Office (CPSO), 18 Victoria Crescent</td>
<td>1</td>
<td>$4,000</td>
<td>$95.27</td>
</tr>
</tbody>
</table>

**2014 Activity Levels**

- 37,000 annual tax bills totalling $152 million
- 80,000 user rate bills (~1,500 bills per week) totalling $22 million
- more than 44% of all user rate bills are paid at various Financial Institutions and cleared through our current bank
- Monthly instalment payments processed via data file transfer
- Over the year we process approximately 16,000 paper copies of bills in Bank Bundles; the majority being Home Owner Grants during May through July
1.3 **Objectives**

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

**Section 2.0 Instructions to Respondents**

2.1 **Definitions**

Throughout this RFP, the following definitions will be used:

(a) “**Contract**” or “**Agreement**” means the Agreement formed between the City and the Financial Institution as resulting from this RFP, executed by the City and the Financial Institution and includes the Financial Institution’s Proposal, the RFP and such other documents as applicable, including all amendments or addenda agreed upon between the parties.

(b) “**City**” means the City of Nanaimo.

(c) “**Financial Institution**” means the successful Respondent to this RFP who is awarded a Contract with the City.

(d) “**Lead Respondent**” is the Respondent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered.

(e) “**must**” “**mandatory**” “**shall**” means a requirement that must be met in order for a Proposal to receive consideration.

(f) “**Proposal**” or plural thereof means a Proposal submitted in response to the RFP.

(g) “**Respondent**” or plural thereof means the person, Financial Institution or corporation submitting a Proposal to this RFP.

(h) “**RFP**” means this Request for Proposal including, but not limited to: Schedule ‘A’ Account Information, Appendix ‘A’ Sample Deposit Slip, Appendix ‘B’ Confirmation Form (Fillable Form), Appendix ‘C’ Service Requirements and Key Proposal Response Content (Fillable Form), Appendix ‘D’ Price Cost Elements and Interest Calculation (Fillable Form), Appendix ‘E’ Proposal Form (Fillable Form) and all of its contents, attachments and addendum thereto as issued by the City.

(i) “**Service**” or plural thereof means all of the Service Requirements described generally in Appendix ‘C’ and elsewhere in the RFP, including anything and everything required to be done, and must be provided by the Financial Institution for the fulfilment and completion of this Contract.

(j) “**should**” means a requirement having a significant degree of importance to the requirements of this RFP.

2.2 **Preparation of Proposal and Response Requirements**

Included with the RFP document are fillable forms, Appendix ‘C’, Appendix ‘D’ and Appendix ‘E’ which you are asked to fill out and **must** be included in the Proposal submission. Responses to this Request for Proposals should address each Section and Requirement specified within Appendix ‘C’ and should address each Table in Appendix ‘D’. If your response is considered to be lengthy, Respondents can provide an “initial response on Appendix ‘C’ and Appendix ‘D’ and then provide the details as an Appendix referencing the Section and Requirement number or Table number.
In addition to completing Appendix ‘C’, Appendix ‘D’ and Appendix ‘E’, your Proposal should include:

- Table of Contents
- Letter of Introduction;
- A statement that the Financial Institution is a bank or a Credit Union in good standing with all relevant Federal and Provincial legislation.
  - A bank must be as defined in the Bank Act (1991, c.46), must be authorized to conduct business in Canada under Section 15 (3) of the Act and have membership in the Canadian Deposit Insurance Corporation (CDIC).
  - Credit Unions must have deposits guaranteed by the Credit Union Deposit Insurance Corporation (CUDIC). CUDIC is a government corporation that guarantees deposits and no-equity shares of British Columbia credit unions as provided by the Financial Institutions Act.
- Please note the maximum file size limit is (8mb) for electronically submitted Proposals. No links or attachments should be embedded in the Proposal response unless explicitly requested. All responses are expected to be specific to the information requested.

2.3 Signature
Appendix ‘E’ Proposal Form must be submitted under the signature of individuals authorized to sign this Proposal and bind the Respondent to statements made in response to this RFP.

2.4 Closing Time and Closing Location
Proposals must be received by the Purchasing Department no later than 3:00 p.m. (15:00 hrs), Pacific Time, Thursday, March 19, 2015 (the “closing time”) by one (1) of the following two (2) methods:

1) By hand/courier delivery to the only acceptable address and department: Purchasing Department, 2020 Labieux Road, Nanaimo, BC V9T 6J9, clearly marked “RFP No. 1573 Corporate Banking Services” attention: Silvia Reid, Buyer and include one (1) hard copy of the Proposal and one (1) electronic version on CD, DVD or Memory Stick. Hard copy and electronic version should be identical to each other. The City of Nanaimo will not be liable for any discrepancy between the hard copy submission and the electronic version.
   OR

2) Electronically submitted at the only acceptable email address: purchasinginfo@nanaimo.ca Please note: Maximum email file size limit is 8MB, or less.

Late Proposals or Proposals received by facsimile will not be considered. It is the Respondent’s sole responsibility to ensure their Proposal is received when, where and how it is specified in this RFP document. The City of Nanaimo is not responsible for lost, misplaced or incorrectly delivered Proposals.

The wall clock in the Purchasing Department Office is the official time piece for the receipt of all Proposals delivered by hand/courier. Electronically submitted Proposals shall be deemed to be successfully received when displayed as new email has been received by the Purchasing Department at the City of Nanaimo. The City of Nanaimo will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.
2.5 Inquires and Clarifications
All inquiries and clarifications related to this Request for Proposal are to be directed, in writing, to the following person:

Laura Mercer, CPA-CGA, Manager Accounting Services
Phone: 250-755-4433   Email: laura.mercer@nanaimo.ca

Inquiries or clarifications after March 10, 2015 Pacific Time will only be answered at the discretion of the City, if time permits.

Information obtained from any other source is not official and is not to be relied upon. Enquiries and responses will be recorded and may be distributed to all Respondents at the City's option in the form of an addendum. No oral conversation will affect or modify the terms of this RFP.

2.6 Amendments to Proposals
If the City determines that an amendment is required to this RFP, the City's Purchasing Department will forward a copy of the amendment to all Respondents who have returned the 'Confirmation Form' and post on the City of Nanaimo website at (www.nanaimo.ca), and the BC Bid website at (www.bcbid.gov.bc.ca), and upon posting will be deemed to form part of this RFP. It is the sole responsibility of the Respondents to monitor these websites for all posted changes to the original RFP document up to the "closing time" of this RFP. Upon submitted a Proposal, Respondents will be deemed to have received notice of all addenda issued by the City.

2.7 Waiver and Allocation of Risk
The City accepts no responsibility or liability for the accuracy or completeness of this RFP (including any schedules or appendices to it), or of any recorded or oral information communicated or made available for inspection by the City (including through the City's representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Respondent or any other person on this RFP or any such information as is described in this paragraph is solely that of each Respondent. Each Respondent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. Each Respondent who submits a Proposal to the City is deemed to have released the City from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Respondent who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the Services, and to prepare and submit its Proposal.

2.8 Changes to the RFP Document
Respondent(s) must not alter any portion of this RFP document, with the exception of adding the information requested by the City. To do so will invalidate the submission of its Proposal.
2.9 **Respondent Costs**
Respondents shall be solely responsible for their own expenses in preparing a Proposal, attending site meetings, presentations, demonstrations, interviews and subsequent negotiations with the City, if any. The City shall, in no circumstance, be liable to compensate Respondents for such costs, and by submitting a Proposal each Respondent shall be deemed to have agreed that it has no claim.

2.10 **Currency**
Prices quoted shall be in Canadian Dollars, exclusive of all applicable taxes.

2.11 **Fees**
The City will pay to the Financial Institution the service charges/fees outlined in Appendix ‘D’ for the term of the Contract. Payment of the fees will be full payment for the Services and the Financial Institution will not be entitled to receive any additional payment without prior written approval of the City.

2.12 **Revisions to Proposals or Withdrawal**
Respondent is entitled to amend its Proposal at any time before the deadline for submission of Proposals. Amendments must be received by the “closing time” at the “closing location” as set out above in Section Two, clause (2.4).

The Respondent may withdraw their Proposal at any time prior to the Proposal “closing time” by submitting a written withdrawal letter to the Purchasing Department via email: purchasinginfo@nanaimo.ca, attention: Silvia Reid, Buyer.

2.13 **Conflict of Interest**
By submitting a Proposal, the Respondent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City’s sole and unfettered discretion) to create a conflict of interest.

2.14 **Solicitation of Council Members and City Staff**
Respondents and their agents will not contact any member of the City Council or City Staff with respect to this RFP, other than the City contact named in this document.

2.15 **Community Charter**
(a) If a member of Council or a person who was a member of Council in the previous six months has a direct or indirect interest in the Contract, then the Respondent shall report this to Council in accordance with section 107 of the Community Charter upon being notified of the award of the Contract.
(b) The Respondent warrants and represents that it has not received any information or a record from any council member or former Council member contrary to section 108 of the Community Charter.

2.16 **No Collusion**
Respondents must not communicate, directly or indirectly, with any other Respondents (including through any employees, agents or Financial Institutions) regarding the preparation, content or submission of this Proposal. Each Proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other Proposal.
RFP No. 1573 Corporate Banking Services

Submission of a Proposal to the City is deemed to be a representation and warranty by the Respondent submitting that Proposal, that it has complied with the requirements of this paragraph. If the City determines that a Respondent has violated this paragraph, the City is entitled to disqualify that Respondent and to reject its Proposal as being invalid.

2.17 Litigation Clause

The City may, in its absolute discretion, reject a Proposal submitted by Respondents if the Respondent, or any officer or director of the Respondent is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:

(a) Any other Contract for works or Services; or
(b) Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the City will consider whether the litigation is likely to affect the Respondent’s ability to work with the City, its consultants and representatives and whether the City’s experience with the Respondent indicates that the City is likely to incur increased employees and legal costs in the administration of this Contract if it is awarded to the Respondent.

2.18 Right to Cancel RFP and to Accept Proposals

The City is not bound to accept any Proposal or the lowest priced Proposal, and reserves the right in its sole and absolute discretion to postpone or cancel this RFP at any time for any reason, without liability for any loss, damage, cost or expense incurred or suffered by any Respondent as a result of that cancellation. The City may issue a new RFP or take other actions, as appropriate, if considered in the best interests of the City.

The City reserves the right in the case of insufficient Proposals, in the sole opinion of the City, to cancel this RFP, and re-solicit with or without any change being made to the RFP package.

Further and without limiting the foregoing, the City reserves the absolute and unfettered right to:

(a) Accept or reject any Proposal in whole or in part;
(b) To waive minor informalities, irregularities or other deficiencies in any Proposal at its own discretion;
(c) Amend or modify and term of the RFP;
(d) To reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind;
(e) To reject any or all Proposals at any time prior to execution of an Agreement;
(f) The highest scoring or any Proposal shall not necessarily be accepted and the City reserves the right to select the Proposal which, in the City’s opinion, provides for the best overall value to the City, taking into consideration the price costs elements, interest calculation and evaluation criteria of the RFP.

2.19 Award Process

The award, if any, shall be based on the evaluation criteria stated in Section Three, clause (3.6). The City reserves the right to negotiate changes to the Lead Respondent’s Proposal and any Agreement entered into with the Lead Respondent.
If an Agreement is not successfully executed with the Lead Respondent, the City may, at its sole discretion and at any time, disqualify the Respondent and commence negotiations with the second best Respondent’s submission. This process will continue until a successful Agreement has been reached with one of the Respondents who submitted a Proposal or until the City cancels the RFP call.

The City will not be obligated in any manner to any Respondent whatsoever until a written Agreement has been duly executed, by authorized City personnel, relating to any approved Proposal.

Respondents should note that the award of this RFP is subject to the City’s internal approval processes. Notwithstanding that a Respondent may have been recommended for award, issuance of any Agreement will be contingent upon internal approval in accordance with the City’s Purchasing Policy (Bylaw No. 7175). If such approval is not given, no Agreement will be awarded and the City reserves the right to cancel this RFP process.

Before the award of any Contract, the Lead Respondent may be required to furnish evidence satisfactory to the City, in its sole and absolute judgement, of the necessary facilities, ability and financial resources to fulfil the conditions of the Contract.

Any award of a Contract will be subject to satisfactory references checks, as solely determined by the City. The City will not enter into any Contract with a Respondent whose references are found to be unsatisfactory.

2.20 **No Contractual or Legal Obligations**
The RFP documents are not intended to constitute, or be interpreted, as, a call for tenders, and the submission of a Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Respondent by the City, including any obligation or duty to accept or reject a Proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a Contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the City and any Respondent until the execution of a written Agreement by the City with that Respondent.

2.21 **Ownership of Proposals and Freedom of Information and Protection of Privacy Act**
All Proposals submitted become the property of the City, and as such are subject to the provisions of British Columbia’s Freedom of Information and Protection of Privacy Act. Respondents who wish to ensure particular parts of their Proposal are protected from disclosure under the Act should specifically identify any information or records provided with their Proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclose to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

2.22 **Working Language of the City**
The working language of the City is English and all responses to this RFP must be in English.
2.23 **Public Opening**
There will be no public opening for this RFP.

**Section 3.0 Selection & Evaluation Process**

3.1 **Mandatory Requirements (Pass / Fail)**
Proposals will not be considered if they do not meet, in the City’s sole opinion, the following requirements:
- Proposals must be received by the “closing time” at the “closing location” as specified Section Two, clause (2.4).
- Proposals must be submitted in English.
- Respondents banking software must be able to communicate with Tempest, SAP and Class.
- Must be able to provide online cheque fraud detection Service.
- Must include a statement that the Respondent is a bank or a Credit Union in good standing with all relevant Federal and Provincial legislation:
  - A bank must be as defined in the Bank Act (1991, c.46), must be authorized to conduct business in Canada under Section 15 (3) of the Act and have membership in the Canadian Deposit Insurance Corporation (CDIC).
  - Credit Unions must have deposits guaranteed by the Credit Union Deposit Insurance Corporation (CUDIC). CUDIC is a government corporation that guarantees deposits and no-equity shares of British Columbia credit unions as provided by the Financial Institutions Act.
- Appendix ‘C’ Service Requirements and Key Proposal Response Content (Fillable Form) must be included in Proposal submission.
- Appendix ‘D’ Price Cost Elements and Interest Calculation (Fillable Form) must be included in Proposal submission.
- Appendix ‘E’ Proposal Form must be included in Proposal submission and must be submitted under the signature of individuals authorized to sign this Proposal and bind the Respondent to statements made in response to this RFP.

3.2 **Evaluation Process**
The Proposals submitted in response to this RFP will be evaluated by a team of staff members. Proposals that meet the mandatory requirements specified in clause (3.1) state above will be evaluated on the basis of the evaluation criteria described in Section Three (3.6).

3.3 If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the City is not material, the City may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the City.

3.4 The City reserves the right to clarify any Proposal without becoming obligated to offer the same opportunity to any other Respondent(s). The evaluation team may consider such clarifications or additional information in evaluating Proposals. A request for clarification will not entitle a Respondent to revise, resubmit, alter or amend its Proposal.
3.5 The evaluation team reserves the right to not complete a detailed evaluation of a Proposal if the evaluation team concludes, having undertaken a preliminary review of the Proposal, that the Respondent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

3.6 Evaluation Criteria
For the purposes of Proposal evaluation, the City may take into account any or all of the information received from Respondent under or pursuant to the RFP documents, the City's knowledge of, and past experience with, Respondent (including Respondent's performance on previous contracts with the City, if any). The evaluation team will compare and evaluate all Proposals to determine the Respondent’s strength and ability to provide the Services in order to determine the Proposal which provides the best overall value to the City using the following evaluation criteria:

- **Letter of Introduction (2 Points)**
  Financial Institution should submit a letter of introduction, which should include their experience with similar clients and accounts and the type of relationship the Financial Institution is offering to the City.

- **Financial Service Requirements (40 Points)**
  Respondents should respond to each Requirement clearly and concisely identified in Appendix ‘C’, Section 1.0, (Requirement 1.1 through 1.26). Through the information provided in your Response, the City expects to gain an in-depth understanding of a Respondent’s experience, capabilities and capacity to provide the Services outlined in Section 1.0.

- **Conversion Plan (10 Points)**
  Respondents should respond to each Requirement clearly and concisely identified in Appendix ‘C’, Section 2.0 Account Transfer Assistance, (Requirement 2.1 to 2.2). Through the information provided in your Response, the City expects to gain an in-depth understanding of a Respondent’s experience, capabilities and capacity to provide a phase-in and phase-out transfer plan, with minimal disruption and cost implications to the City.

- **Pricing Proposal (40 Points)**
  - **Fees and Charges (15 Points)**
  - **Interest Calculation on Consolidated Accounts (20 Points)**
  - **Conversion Costs (5 Points)**

- **Value Added (5 Points)**
  Respondents should respond clearly and concisely. Responses will be evaluated based on the response to Section 3.0 Value Added, Requirement 3.1 identified in Appendix ‘C’.

- **Sustainability (3 Points)**
  Respondents should respond clearly and concisely. Responses will be evaluated based on the response to Section 4.0 Sustainability, Requirement 4.1 identified in Appendix ‘C’.

- **Presentation/Demonstration (10 Points)**
  Through evaluation of the RFP responses, the City may at its sole discretion short listing between one (1) and three (3) Respondents to participate in an on-site presentation/demonstration. The City reserves the right to shortlist as many or as few Respondents as it deems appropriate depending on the number and/or quality of Proposals received. If the City determines there is a clear Lead Respondent, the City retains the right to bypass the presentation/demonstration process and proceed directly to contract negotiations.

- **References: Pass/Fail**
3.7 **Negotiation with Lead Respondent**
If the City selects a Lead Respondent, the City will enter into negotiations with the Lead in an attempt to settle an Agreement necessary to implement the Services. If the City considers that it is unlikely to settle such an Agreement with the Lead Respondent despite having negotiated at least (10) business days after selection, the City is entitled to cease negotiations with the Lead Respondent and to begin negotiations with another Respondent.

The City reserves the right to negotiate and enter into a Contract on terms and conditions different than those contained in the RFP Documents and/or any Proposal;

3.8 Preference shall be given to Contractors located within the Regional District of Nanaimo where quality, service and price are equivalent.

3.9 The successful and unsuccessful Respondents will be advised directly by the City. In most cases, the City will also advise the name of the successful Respondent and including the dollar amount on the City of Nanaimo website. Respondents are encouraged to check the City of Nanaimo website at ([www.nanaimo.ca](http://www.nanaimo.ca)) for any information concerning the awarding of a Contract resulting from this RFP.

3.10 **Debriefing**
Unsuccessful Respondents may request a debriefing meeting with the City within (30) days following award.

4.0 **General Terms and Conditions**

4.1 **Form of Contract**
(a) The successful Respondent will enter in an Agreement for Services with the City based upon the information contained in this RFP and the successful Respondents Proposal submission and any negotiated modifications thereto.
(b) Any changes to the Agreement after it is issued will be by way of a modification and will only be legally binding upon prior mutual agreement in writing by the parties to the Agreement.

4.2 **Contract Term**
In the event that the City awards a Contract, the term shall be for a five (5) year period starting from the commencement date of the Services with the City (July 1, 2015), with the option to extend by mutual agreement, for two (2) additional one (1) year periods. The City shall not incur any liability should it choose not to exercise its inclusive option to extend the Contract.

4.3 **Confidentiality**
The Financial Institution must keep confidential all information provided to the Financial Institution by or on behalf of the City in connection with the Services, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Financial Institution as part of the Services.
when copyright or any other intellectual property rights in such information belongs to the City under the Agreement. The Financial Institution must not disclose any such information without the written permission of the City. The Financial Institution may disclose to a sub-contractor any information necessary to perform the subcontract as long as the sub-contractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

4.4  **Payment of Services**  
Payment will be made by the City to the Financial Institution on a consolidated monthly basis.

4.5  **Non-Exclusive Contract**  
The Contract awarded shall not be an exclusive Contract, or in any way limit the City from dealing with any other Financial Institutions for additional banking or related products or Services.

4.6  **Applicable Law**  
The City and the Financial Institution agree that the Contract formed is to be interpreted in accordance with and governed by the law in force in the Province of British Columbia and the Financial Institution irrevocably submits to the exclusive jurisdiction of the courts of British Columbia.

4.7  **Permits, Notices, Law & Rules**  
The Financial Institution shall have the ability to apply and pay for all necessary permits or licences required for the execution of the Services requested in this RFP document. The Financial Institution shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Services requested in this RFP document and to the preservation of the public health. The Financial Institution shall be responsible for safety of all their employees and equipment in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

4.8  **Regulations**  
The Financial Institution shall exercise the same degree of care, skill and diligence in the provision of the Services as is ordinarily exercised by the best industry practices, adhere to procedures, policies, guidelines, acts, laws, regulations, codes, standards and or safety requirements set by the Bank Act of Canada, Credit Union Incorporation Act of BC, Federal, Provincial, Territorial authorities, and all other authorities having jurisdiction.

4.9  **Status of Financial Institution**  
(a) The Financial Institution is engaged as an Independent Financial Institution for the sole purpose of performing the Services and shall conduct all operations in the Financial Institutions’ own name and not in the name of, or as an agent of the City.
(b) Neither the Financial Institution nor any of its personnel is engaged as an employee shall be deemed an employee of the City and the Financial Institution will indemnify the City against all claims arising out of or in connection with the Financial Institutions’ employees.

4.10  **Compliance with WorkSafeBC**  
The Financial Institution will strictly comply with all rules and regulations under the Worker’s Compensation Act or any successor legislation and will provide a clearance letter of good standing from WorkSafeBC prior to commencement of Services.
4.11 **Business License**  
The Financial Institution and any approved sub-contractors shall obtain and maintain a current City of Nanaimo Business License or an Inter-Community Licence prior to the commencement of any Contract and requires to be updated annually until Contract expiry.

4.12 **Patents, Copyrights, Industrial License & Royalties**  
The Financial Institution represents and warrants that the products and Services they provide to the City does not infringe on any patent, copyright, industrial license, or other intellectual property rights. The Financial Institution agrees to defend, indemnify, and save harmless the City for only products or Services they provide, from and against any and all actions, claims, or proceedings which may be brought against the City for any alleged infringement of any patent, copyright, industrial license, or other intellectual property rights, including without limitation royalties or other payments, and the Financial Institution agrees to pay all costs, including legal fees, and all costs, damages, fines and royalties recoverable in any such action.

4.13 **No Assignment**  
No Financial Institution may assign its Agreement or any rights in respect of the same to any other party. Such an assignment or purported assignment will immediately invalidate the Financial Institution’s Agreement.

4.14 **Survival**  
All Financial Institutions’ obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of foregoing, all indemnification provisions, intellectual property provisions, and confidentiality provision.

4.15 **Audit**  
The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect the Financial Institutions books, records, documents and any other evidence for inspection, copying and audit for a period of three (3) years after the termination for any reason, of this Agreement.

4.16 **Termination of Contract**  
Any Contract entered into may be terminated by either party with six (6) months’ written notice to the other party. Termination by the successful Financial Institution, in the opinion of the City, with just cause or reason, shall eliminate that Financial Institution from bidding on subsequent Services for the City for a period of time that will be determined by the City.

4.17 **Minimum Rate of Pay**  
The Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 says that:  
**Article 31 – Contract or Sub-Contracts**  
Every Contract made by the Employer for construction, remodelling, repair, or, demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:  
"Minimum rate of pay for work performed under this Contract or under Sub-contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401."
4.18 **Dispute Resolution**
In the event of a dispute arising between the City and the Financial Institution as to their respective rights and obligations under the Agreement, both parties agree to resolve the dispute by:
(a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
(b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All costs to be split equally.
(c) If, after the mediation process is complete and the dispute is not resolved, the parties shall proceed to arbitrations following the rules of procedures as per the British Columbia International Commercial Arbitration Centre located in Vancouver, BC. All costs, with the exception of legal fees, shall be borne equally.

4.19 **Time of the Essence**
Time is of the essence for this Contract and all Services performed relative to this Agreement.
Schedule ‘A’  

Account Information

A summary of the City’s banking activities based upon historical account analysis is provided below and your Proposal response should be based on this information. Investment of surplus funds is viewed separately from general banking services and is not part of this Request for Proposal, though custodial services for investment is part of this Request for Proposal.

Banking Information

1. **General Account**

<table>
<thead>
<tr>
<th>Average number of deposits per month</th>
<th>200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$22 million</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>1,000</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$22 million</td>
</tr>
<tr>
<td>Average daily balance – MINIMUM*</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* depends on interest paying arrangements

2. **Payroll Account**

<table>
<thead>
<tr>
<th>Average number of deposits per month</th>
<th>2 to 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$2.7 million</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>10</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$ 2.7 million</td>
</tr>
<tr>
<td>Average daily balance</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

3. **US Dollar Account**

<table>
<thead>
<tr>
<th>Average number of deposits per month</th>
<th>2 to 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$5,000</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>2 to 4</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$5,000</td>
</tr>
<tr>
<td>Average daily balance</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

4. **Cemetery Care Account**

<table>
<thead>
<tr>
<th>Average number of deposits per month</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$ 900</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>0</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$ 0</td>
</tr>
<tr>
<td>Average daily balance</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
5. **Subsidiary Account: Tax/User Rate Account**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average number of deposits per month</td>
<td>450</td>
</tr>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>45</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Average daily balance**</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

** Balance of account is transferred to the General account each day

6. **Subsidiary Account: Credit / Debit Card Account**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average number of deposits per month</td>
<td>220</td>
</tr>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$300,000</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>45</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$300,000</td>
</tr>
<tr>
<td>Average daily balance**</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

** Balance of account is transferred to the General account each Friday

7. **Subsidiary Account: Parks & Recreation Account**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average number of deposits per month</td>
<td>600</td>
</tr>
<tr>
<td>Average dollar volume of deposits per month</td>
<td>$600,000</td>
</tr>
<tr>
<td>Average number of disbursements per month</td>
<td>90</td>
</tr>
<tr>
<td>Average dollar volume of disbursements per month</td>
<td>$600,000</td>
</tr>
<tr>
<td>Average daily balance**</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

** Balance of account is transferred to the General account each Friday
APPENDIX "A" - Sample Deposit Slip

RBC Royal Bank

DEPOSIT SLIP

INITIALS

Depositor's

Teller's

CITY OF NANAIMO
THE HARBOUR CITY

455 Wallace St, Nanaimo, BC V9R 5J6
Tel: 250-755-4415

GENERAL ACCOUNT