



REQUEST FOR PROPOSALS

Title: Treasury Management System

Reference No.: 1220-030-2013-016

FOR PROFESSIONAL SERVICES AND THE PROVISION OF GOODS

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the “City”) invites contractors (the “Proponent”) to provide a proposal (the “Proposal”) for the supply of the goods and services described in Schedule A (the “Goods and Services”). The description of the Goods and Services sets out the minimum requirements of the City. A Proponent that submits a Proposal should prepare a Proposal that meets the minimum requirements, and may choose, in addition, to also include goods, services or terms that exceed the minimum requirements. Proponents must be certified and authorized resellers of good standing for the proposed products.

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.6;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Goods**” means the equipment, hardware, software, consumables and materials as generally described in Schedule A;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proposals must be submitted to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

on or before the following date and time (the “Closing Time”):

Time: 3:00 p.m. local time
Date: June 14th 2013

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Number of Copies

The Proponent should submit one original unbound Proposal and 2 copies (3 in total). **Faxed or e-mailed copies of Proposals will not be accepted.**

2.4 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or e-mailed amendments are permitted, but such amendment may

show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section,
1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

E-mail : purchasing@surrey.ca

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal,

Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.8 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.9 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package

Proposals to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or

more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items (i) to (ix) in Schedule C-2.

(b) Technical

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (v) in Schedule C-3.

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, quality, price or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services and/or provide a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may

then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

**SCHEDULE A – SCOPE OF SERVICES
TREASURY MANAGEMENT SYSTEM**

1. Request

The City of Surrey is seeking a Treasury Management System (TMS) as a tool for cash and investments management. The City seeks to provide personnel with the opportunity to move away from manual processes and focus efforts on value-added activities.

Currently, staff retrieve on-line banking information and manually reconcile cash flows on Excel spreadsheets to determine cash balances/requirements. Excel spreadsheets are also used to maintain an inventory of all securities in the City's investment portfolio including their associated details such as scheduled interest payments, yield, and call/maturity dates. Journal entries for upload to the Financial Management System are also created manually.

A TMS would integrate cash and investment management into one consolidated repository of treasury information. This software solution would automate manual tasks thus decreasing human error. Efficiency would increase substantially as a TMS would reduce reconciliation time and enhance reporting capabilities needed to disseminate information & measure performance.

The City is considering either an on-premises solution or a hosted software-as-a-service (SaaS) solution.

1. Training

The Contractor shall include in the submission a training schedule for City of Surrey direct users.

2. Project Schedule

Target for implementation is December 31, 2013.

3. Instructions

- I. Please complete Table 1 in Schedule C3. Please complete the "Response" column of the table by indicating "Y" for yes or "N" for no. Please attach additional pages with comments if necessary.
- II. Please provide responses to the questions on the following page. Please attach additional pages with your response.

The following are factors important for consideration whether the proponent is proposing an on-premises or SaaS solution:

- a) Please explain how the solution provides for Single-Sign-On.
- b) How does your solution integrate with other applications such as Financial Management Systems? What types of integration services are supported (eg. web services, SOAP, REST, flat file etc)?
- c) Does the solution provide or receive bulk transactions or data feeds? Are there APIs?
- d) Is it possible to download the application data in raw and summarized forms, including metadata? What formats are supported?
- e) Please describe the reporting capabilities of the solution? Does it integrate with other reporting solutions?

In addition, if the proponent is proposing a SaaS solution, these are additional requirements:

- a) Where is the solution and platform hosted (eg. by proponent or third party)? Note that the City requires any SaaS to be hosted and maintained in Canada.
- b) Please specify if your service offerings have ever been subject to a data breach or related security incidents? If so, how did you resolve it?
- c) Please define your pricing and support models, including Service Level Agreements.
- d) Please specify if the solution provides for dev or staging areas?
- e) Please define the traffic patterns (inbound and outbound) and their impact on the network.
- f) Please define your business continuity and disaster recovery strategy.
- g) Please explain your data privacy practices.
- h) Please explain who owns and what happens to the data during and after services have been terminated.

SCHEDULE A-2

CITY OF SURREY TECHNICAL ARCHITECTURE & SOFTWARE STANDARDS

1. Introduction

The City of Surrey strives to maintain standards and consistency for hardware and software in order to provide an agile and supportable environment. This provides a known platform to test changes or additions to this environment enabling the delivery of business outcomes faster and more cost effectively. The City's current technical architecture and software standards are outlined below. This information is used in the process of identifying the impact a new product or change may have on the environment.

2. General Information

The City of Surrey has:

3,300 employees of which 2,100 are FTEs

173 Line of Business Applications

325 Personal Desktop Applications

70 sites

1660 desktops

289 Blackberries

106 Multi Function Printers

217 virtual servers

145 workstations

14 iPhones

420 B&W laser printers

21 ESX Hosts

220 notebooks

23 iPads

65 colour laser printers

60 physical servers
(15 file servers)

40 rugged notebooks

35 Rugged Tablets

20 inkjet printers

10 colour plotters

Core Client Software

Internet Explorer 9

McAfee Anti-Virus

Altiris Client Management

Quicktime Viewer 7

Adobe Reader 9

Asset Management Suite

Adobe Shockwave/Flash 10

Sun Java 6 Update 26

Cisco NAC Agent

3. Technical Architecture & Software

Hardware	
Desktops	Dell Optiplex – 2 GB RAM
Workstations	Dell Precision – 4 GB RAM
Notebooks	Dell Latitude – 4 GB RAM
	Panasonic Toughbook – 4 GB RAM
Printers	Xerox WorkCentre Pro
	HP Colour Laserjet
	HP Laserjet
Servers	Dell PowerEdge
PBX	NEC Univerge 3C
Voicemail	NEC UM8700
Collaboration Meeting Manager	NEC CMM

Storage & Backups	
Storage Area Network (SAN)	NetApp FAS6210A NetApp FAS3270A NetApp FAS3140A NetApp FAS2040A NetApp FAS3210
Data Backups	Disk to Disk Backups <ul style="list-style-type: none"> • NetApp Snapvault • Oracle RMAN Tape Backups <ul style="list-style-type: none"> • LTO4 • Backup Exec

Operating System	
Desktops	Windows Vista Enterprise / Windows 7 Enterprise
Workstations	Windows Vista Enterprise / Windows 7 Enterprise
Notebooks	Windows Vista Enterprise / Windows 7 Enterprise
Tablets	Windows Vista Enterprise / Windows 7 Enterprise
	iPad IOS
Smartphones	Blackberry
	Apple IOS
Servers	Windows 2003 Standard
	Windows 2008 64 and 32 bit
	Windows 2008 R2
	VMWare ESX Server

Office Automation		
Office Pro Plus 2010	Microsoft	Word
		Excel
		Powerpoint
		Outlook
		Publisher
		Access
		InfoPath

Communications	
Routers	Cisco Nexus 70000
DHCP	IP address distribution method
E-mail	Exchange 2010
Local Area Network	100 Mbps to 1000 Mbps
Network operating system	Windows 2003
Network protocol	TCP/IP
Network topology	Ethernet
Network management	SNMP
Fibre Channel Fabric	Cisco MDS
Switches	Cisco 3560
	Cisco Nexus 7000
	Cisco Nexus 5000
	Cisco 3850
	Wireless 802.11 – Cisco 3502
Wide Area Network	Two 30 Mbps Internet Services load balanced <ul style="list-style-type: none"> • 100 Mbps full duplex
	Wireless point to point <ul style="list-style-type: none"> • 36 – 108 Mbps using Redline AN50 & AN80
	Small Remote Sites <ul style="list-style-type: none"> • Shaw Server Connect • Shaw SOHO or Telus ADSL
Wins/DNS	Name resolution
Cabling	Local Area Networks <ul style="list-style-type: none"> • New Facilities - CAT6A using 1000 Base-T • Existing Facilities - CAT5E using 100 Base-T

Database Management System	
Oracle	9i
	10g
	11g
	11g R2
Oracle Networking Client	10.2.0.3
	11.1.0.7 (Server clients)
	11.2.0.x
MS SQL Server	2000, 2005
	2008
ESRI Spatial Database Engine	9.3.1
Sybase	12.5
MS Access	2007
MDAC	2.8

Business Application Portfolio Area	Vendors	Products
Financials	Unit 4	Agresso Business World
Human Resource & Payroll Mgmt	Oracle	PeopleSoft
Land Management	CSDC	Amanda
Tax, Utility and Cash Mgmt	Tempest	Tempest
Recreation Mgmt & Facilities Booking	Active Network	Class
Work and Asset Management	IBM	Maximo
	Azteca	CityWorks
Content Management System Corporate Website	OpenText	RedDot
Content Management System Corporate Intranet	Microsoft	Sharepoint
Geographic Information System	ESRI	ArcGIS
Licensing and Enforcement	Computronix	Posse
Library Management System	SirisiDynix	Horizon
Public Safety Fire Dispatch and Records Management System	FDM	FDM CAD & RMS
Web Application Deployment	Microsoft	IIS, .NET Framework
	Apache Foundation	Tomcat, JSP
Enterprise Directory Services	Microsoft	Active Directory

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Treasury Management System

Reference No.: 1220-030-2013-016

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APPENDIX 1 – SPECIFICATIONS OF GOODS & SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT
TREASURY MANAGEMENT SYSTEM

AGREEMENT No.: 1220-030-2013-016

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, B.C. V3X 3A2

(the “**City**”)

AND:

(*Insert Full Legal Name of Contractor*)

(the “**Contractor**”)

WHEREAS the Contractor wishes to undertake the following project for the benefit of the City:

Treasury Management System

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

“**Dispute**” has the meaning set out in section 14.1;

“**Fees**” has the meaning set out in section 5.1;

“**Goods**” has the meaning set out in section 2.1;

“**Indemnitees**” has the meaning set out in section 7.1;

“**Invoice**” has the meaning set out in section 5.2(a);

“**Services**” has the meaning set out in section 2.1;

“**Term**” has the meaning set out in section 2.5; and

“**Time Schedule**” has the meaning set out in section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

- (a) Appendix 1 – Specifications of Goods & Scope of Services;
- (b) Appendix 2 – Fees and Payment;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 4 – Personnel and Sub-Contractors; and
- (e) Appendix 5 – Additional Services.

2. GOODS AND SERVICES

2.1 Goods and Services

The City hereby retains the Contractor to provide the Goods and Services in accordance with this agreement. The Goods and Services provided will meet the specifications and scope as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Goods and Services**”).

2.2 Amendment of Services

The City may from time to time, by written notice to the Contractor, make changes to the Goods and Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

2.3 Additional Goods and Services

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor’s performance will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the goods and scope of services requested in writing by the City.

2.4 Standard of Care

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

2.5 Term

The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.

2.6 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

3. PERSONNEL

3.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to provide the Goods and Services.

3.2 Listed Personnel and Sub-Contractors

The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in Appendix 4, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in section 3.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

4. LIMITED AUTHORITY

4.1 Agent of City

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into

any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

4.2 Independent Contractor

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Payment for Goods and Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). The unit prices and the lump sum prices for Goods and Services listed in appendix 2 of the agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, traffic control, overhead cost and profit (excluding applicable taxes). The contractor's general management and general overhead are deemed to be covered by the fees. Payment by the City of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees, and GST/PST will not exceed the amount of \$_____ without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Goods and Services provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the Goods and Services;

- (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
 - (5) the Goods supplied and percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
 - (c) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and
 - (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: _____
 Address: _____

5.3 Disbursements

In addition to the Fees, the City will reimburse the Contractor for actual out-of-pocket costs and expenses (“**Disbursements**”) as identified in Appendix 2 which the Contractor, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

5.4 Records

The Contractor will prepare and maintain proper records related to the Goods and Services. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods and Services are complete.

5.5 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

5.6 Units of Goods and Services

The estimated units of Goods and Services in Schedule C-5 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profit, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Schedule C-5.

5.7 Personnel Hourly Rates

The personnel hourly rates in Schedule C-5 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

5.8 Preventative Maintenance Authorization

Any additional Goods and Services provided by the Contractor over and above the preventative maintenance tasks as may be listed in Schedule A shall be authorized in writing in advance by the City.

5.9 Incidental Goods Supply

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid separately by the City under Schedule C-5.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the delivery of the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is

complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 City Decisions

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this agreement.

6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the Goods and Services, it may notify the Contractor, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Goods supplied and the Contractor's performance of the Services.

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall

apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) professional errors and omissions insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period;
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (d) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

7.4 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

7.6 Additional Insurance

The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

7.7 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;

- (d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and Services;
- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

8.3 Curing Defaults

If the Contractor is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

9.2 Codes and By-Laws

The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

9.3 Interpretation of Codes

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit

to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Goods and Services.

10.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

10.3 Return of Property

The Contractor agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

11. USE OF WORK PRODUCT

The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

12.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged 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 the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.
- 12.8 The Goods and Services shall be delivered and performed in accordance with current CSA "Canadian Electrical Code", or as approved by a registered member of Professional Engineers and Geoscientists of British Columbia (APEGBC).

13. BUSINESS LICENSE

- 13.1 The Contractor will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this section 14.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties

regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

16.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

16.3 Contractor Terms Rejected

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

16.4 Survival of Obligations

All of the Contractor's obligations to perform the Goods and Services in a professional and proper manner will survive the termination or completion of this agreement.

16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

The City:

Attention:

The Contractor:

Attention:

16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

16.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.11 Signature

This agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

16.12 Warranties

The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct nonconformity shall be similarly warranted for one year from the date of

installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

16.13 Enurement

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

This Agreement is executed by the Contractor this ____ day of _____, 20__.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the City of Surrey this ____ day of _____, 20__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Appendices 1 through 5 will be inserted later when an Agreement is assembled and will include details from the RFP and the successful Proposal)

APPENDIX 1 – SPECIFICATIONS OF GOODS & SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Treasury Management System

RFP Reference No.: 1220-030-2013-016

Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: Kam Grewal, CMA,BBA, Corporate Audit Manager, Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645-148 Street, Surrey, B.C. Canada V3S 3C7

Telephone: 604-590-7274

Dear Sir:

- 1.0** **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Goods and Services, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.

- 2.0** **I/We confirm** having full knowledge that the City reserves the right to divide up the Goods and Services by type of work, or other basis as the City may decide, and to select one or more preferred proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Goods and Services.

- 3.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:
Schedule C-1 – Statement of Departures;
Schedule C-2 – Proponent’s Experience, Reputation and Resources;
Schedule C-3 – Proponent’s Technical Proposal (Services);
Schedule C-4 – Proponent’s Technical Proposal (Schedule); and
Schedule C-5 – Proponent’s Financial Proposal.

4.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

5.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
----------------	--

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is _____; and
- f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)
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3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)
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4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of Primary Business branch location, background, stability, structure of the Proponent; and number of year's business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment servicing resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);

(viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

(ix) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Goods and Services;
- (v) C-3 Table 1 - The proponent should provide the optimal number of line items required to complete the system. N.B. Items identified with an asterisk beside them are items which may be standard items to be included with your software package but may not be required.

Please complete the following C-3 Table 1 Response Form

1. Table 1

Ref	Requirement	Response
	Cash Management	Y/N
CM 1.1	System will accommodate an automatic comparison of cheques issued to cheques cleared per bank account with auto generation of outstanding cheque list on a daily basis for an unlimited number of accounts.	
CM 1.2	System will accommodate an automatic posting of cash and/or investment accounts from data file sent by the bank on a daily basis or other user defined schedule (example: wire transfers in/out, ACH transfers in/out, bank charges, interest and investment earnings etc).	
CM 1.4	System will download bank account transactions from multiple banks and accounts.	
CM 1.5	System will accommodate posting to multiple GL accounts	
CM 1.6	System will automatically reconcile the following with prior day's account balance:	
CM 1.6.1	Transactions	
CM 1.6.2	Debt	
CM 1.6.3	Investment activities	
CM 1.6.4	Other Bank documents	
CM 1.7	System will execute electronic transfers (wires, EFTs and ACH) from within the module for multiple banks.	
CM 1.8	System will provide detail on outstanding cheques and reconcile to bank activity daily.	
CM 1.9	System will utilize positive pay with multiple bank accounts.	
CM 1.10	System will utilize positive pay with multiple sources (departments).	
CM 1.11	System will track variable interest earnings on separate retainage accounts (for vendor contracts).	
CM 1.12	System will workflow and electronically route documents and processes.	
CM 1.13	System will accommodate pooled cash and pooled investments including appropriate interest allocation:	
CM 1.13.1	Pending approval, system accommodates the posting of pooled cash to the appropriate GL account.	
CM 1.13.2	Pending approval, system accommodates the posting of pooled investments to the appropriate GL account.	
CM 1.14	System will provide treasury management for multiple component units within the City's reporting structure (but should not roll up into the financial statement).	
CM 1.15	System will download daily bank activity and balances and reconcile to recorded receipts and disbursements and cash flow forecast.	
CM 1.16	System will upload cheque runs to bank electronically for matching cleared cheques to cheques issued for daily reporting of cash float and outstanding cheque list totals.	
CM 1.17	System will download to populate the actual data fields of the cash forecast.	
CM 1.18	System will generate an alert when there are insufficient funds for planned cheque runs based upon user-defined thresholds.	
CM 1.19	System will reconcile daily actual receipts and disbursements against forecasted balances.	
CM 1.20	System will send notification to prepare cash flow based on a payment voucher that is over a user-defined threshold.	
CM 1.21	System will provide for daily reconciliation of receipts and disbursements against the various funds and accounts.	
CM 1.22	System will forecast cash flows over multiple periods and years.	
CM 1.23	System will record money transfers between funds and accounts and post to respective general ledger accounts.	

CM 1.24	System will record debt payments made for notes and bond payables, including the computation of interest, and money transfers between accounts.	
CM 1.25	System will provide a record of cash transactions (receipts and disbursements) using user-defined criteria.	
CM 1.26	System will allow user to input recurring in-flows and out-flows	
CM 1.27	System will accommodate scenario analysis	
CM 1.28	System will reconcile investment receipts against investment portfolio	
CM 1.29	System will create flags when bank balance (actual/forecasted) is below user defined limits	
CM 1.30	System will allow user to categorize in-flow and out-flow	
CM 1.31	System will show monthly cash flow and provide summary by user defined period	
	Investment Management	
IM 3.1	System will track various types of financial instruments including:	
IM 3.1.1	Treasury Notes	
IM 3.1.2	Treasury Bills	
IM 3.1.3	Treasury Bonds	
IM 3.1.4	Bonds, notes, warrants issued by various agencies	
IM 3.1.5	Certificates of deposits	
IM 3.1.6	Commercial paper	
IM 3.1.7	Banker's acceptances	
IM 3.1.8	Letter of credit	
IM 3.1.9	Investment pools	
IM 3.1.10	Negotiable certificates of deposit	
IM 3.1.11	Money market funds	
IM 3.1.12	Equities	
IM 3.1.13	Zero Coupon Investments	
IM 3.1.14	Repurchase agreements	
IM 3.1.15	Demand deposits	
IM 3.1.16	Other user defined options	
IM 3.2	System will track the following elements for each investment:	
IM 3.2.1	Identification Number	
IM 3.2.2	Description (ie. Security name and issuer)	
IM 3.2.3	Broker/Institution	
IM 3.2.4	Date issued, trade date	
IM 3.2.5	Maturity date	
IM 3.2.6	Term: stated in number of days	
IM 3.2.7	Rating	
IM 3.2.8	Amount	
IM 3.2.9	Interest rate	
IM 3.2.10	Step interest rates	
IM 3.2.11	Interest purchased	
IM 3.2.12	Interest accrued	
IM 3.2.13	Interest deferred	
IM 3.2.14	Unrealized gains and losses	
IM 3.2.15	Realized gains and losses	
IM 3.2.16	Interest paid (monthly, yearly, life to date, remaining). Interest earned net of purchase interests, premiums, discounts on a yearly basis	
IM 3.2.17	Premium amount (monthly, year to date, life to date, remaining)	
IM 3.2.18	Discount amount (monthly, year to date, life to date, remaining)	

IM 3.2.19	Interest payment dates	
IM 3.2.20	Call dates	
IM 3.2.21	Effective yield rate, yield to call date, yield to date, yield to maturity	
IM 3.2.22	Investment type	
IM 3.2.23	Investment group	
IM 3.2.24	Investment portfolio	
IM 3.2.25	Libor rate	
IM 3.2.26	Interest swaps	
IM 3.2.27	Current market value	
IM 3.2.28	And other user allowable investments governed by the Investment Policy	
IM 3.3	System will support multiple investment portfolios by:	
IM 3.3.1	Fund	
IM 3.3.2	Program	
IM 3.3.3	Organization	
IM 3.3.4	Other user defined breakdown	
IM 3.4	System will track both cost and market valuation of investments.	
IM 3.5	System will track collateral assignments attached to:	
IM 3.5.1	Repurchase	
IM 3.5.2	Overnight pool	
IM 3.5.3	Demand deposits	
IM 3.5.4	All deposit accounts	
IM 3.6	System will track investment interest earnings on a cash basis.	
IM 3.7	System will track investment interest earnings on an accrual basis.	
IM 3.8	System will track call dates for callable securities. If securities is called prior to maturity system will make all necessary adjustment on unamortized discounts/premiums and remove future interest payment and maturity payment.	
IM 3.9	System will provide notification of upcoming investment payment dates.	
IM 3.10	System will accommodate step interest securities where interest rates increase periodically throughout the term of the security.	
IM 3.11	System will check all maturity schedules against a holiday calendar and provide notification.	
IM 3.12	System will rank investments in order by:	
IM 3.12.1	Type	
IM 3.12.2	Term	
IM 3.12.3	Call dates	
IM 3.12.4	Interest payment dates	
IM 3.12.5	Maturity date	
IM 3.12.6	User defined criteria	
IM 3.13	System will calculate premium and discount amortization over the term of the investment and compute book value for specified period:	
IM 3.13.1	Straight-line	
IM 3.13.2	Effective Interest Method	
IM 3.14	System will apportion net investment activities and interest receipts against various funds and accounts based on user defined criteria.	
IM 3.15	System will perform the following calculations:	
IM 3.15.1	Weighted average life	
IM 3.15.2	Weighted rate of return	
IM 3.15.3	Average weighted yield	
IM 3.15.4	Average days to maturity	

IM 3.15.5	Duration	
IM 3.15.6	Other user defined	
IM 3.16	System will create journal entries for investment and interest activities and post with approval, including the following:	
IM 3.16.1	Security description	
IM 3.16.2	Identification Number	
IM 3.16.3	Activity period	
IM 3.16.4	Interest earned, interest purchased	
IM 3.16.5	Premium	
IM 3.16.6	Discount	
IM 3.16.7	Monthly interest accrual and reversal, monthly security lending and custody fees	
IM 3.16.8	User-defined	
IM 3.17	System will accommodate definition of exposure limits by investment type or group based on user defined parameters.	
IM 3.18	System will track portfolio investments by:	
IM 3.18.1	Cash	
IM 3.18.2	Value	
IM 3.18.3	Growth	
IM 3.19	System will provide a warning when investment type or group exceeds the investment limits as defined by the investment policy.	
IM 3.20	System will accommodate interest rate sensitivity and gap analysis.	
IM 3.21	System will accommodate value-at-risk (VAR) analysis. (NOTE: Please specify in comments field what form of VAR analysis is supported, e.g., historical analysis, variance/covariance, other)	
IM 3.22	System will provide an option-pricing calculator.	
IM 3.23	System will prepare bid sheets that allow for the comparison of multiple competitive quotes to calculate return on investment yields which includes the following information:	
IM 3.23.1	Date	
IM 3.23.2	Amount	
IM 3.23.3	Investment type	
IM 3.23.4	Maturity date	
IM 3.23.5	Company	
IM 3.23.6	Individual (contact information for broker and credit union)	
IM 3.23.7	Time	
IM 3.23.8	Price	
IM 3.23.9	Yield	
IM 3.23.10	Discount	
IM 3.23.11	Maturity	
IM 3.23.12	Settlement date, settlement instructions	
IM 3.23.13	Once bid is selected, system should be able to generate trade ticket that would have above information.	
IM 3.24	System will be able to add interest on the holdings that are not in the portfolio (ie security lending income, bank interest, custody fees).	
IM 3.25	System will track term deposit in the following manner:	
IM 3.25.1	Upon maturity will allow user to renew deposit to new term either full/partial amount of principal	
IM 3.25.2	Interest upon maturity should be calculated and user have option to choose whether interest is renewed/invested	

	Debt Management	
DM 4.1	System tracks various types of financial instruments, including:	
DM 4.1.1	Bonds	
DM 4.1.2	Notes	
DM 4.1.3	Revolving fund loans	
DM 4.1.4	Bond loans	
DM 4.1.5	Certificates of participation	
DM 4.1.6	Instalment financing agreements	
DM 4.1.7	Commercial paper	
DM 4.1.8	Other financing agreements	
DM 4.1.9	Swaps and other derivatives	
DM 4.1.10	Other user defined options	
DM 4.2	System tracks debt instruments by the following attributes:	
DM 4.2.1	Type of debt	
DM 4.2.2	Description	
DM 4.2.3	Broker/Institution	
DM 4.2.4	Insurer	
DM 4.2.5	Date issued	
DM 4.2.6	Maturity date	
DM 4.2.7	Term: stated in number of days	
DM 4.2.8	Rating	
DM 4.2.9	Amount	
DM 4.2.10	Bond cost	
DM 4.2.11	Interest rate	
DM 4.2.12	Step interest rates	
DM 4.2.13	Interest paid	
DM 4.2.14	Premium amount	
DM 4.2.15	Discount amount	
DM 4.2.16	Interest payment dates	
DM 4.2.17	Principal payment dates	
DM 4.2.18	Call dates	
DM 4.2.19	Effective yield rate:	
DM 4.2.20	Bond yield	
DM 4.2.21	Arbitrage yield	
DM 4.2.22	Arbitrage rebate calculation	
DM 4.2.23	Examine tax spend down requirements	
DM 4.2.24	Other user-defined criteria	
DM 4.3	System will support multiple debt portfolios by fund, program, or organization.	
DM 4.4	System will accommodate amortization schedules by:	
DM 4.4.1	Issue	
DM 4.4.2	Groups of issue	
DM 4.4.3	Category of issue	
DM 4.5	System will attach files to transactions (MS Word, Excel, PDF).	
DM 4.6	System will accommodate debt ranking in order or type, term, call date(s), interest payment date(s), and maturity date:	
DM 4.6.1	Type	
DM 4.6.2	Term	
DM 4.6.3	Call dates	

DM 4.6.4	Interest payment dates	
DM 4.6.5	Maturity dates	
DM 4.6.6	Other user defined criteria	
DM 4.7	System will, with workflow, automatically generate cheque requests or wire transfers for debt payments.	
DM 4.8	System will accommodate cheque requests pulling funds from multiple accounts.	
DM 4.9	System will calculate the following across total bond issuances:	
DM 4.9.1	Total bond premiums	
DM 4.9.2	Discounts	
DM 4.9.3	Losses	
DM 4.9.4	Bond costs	
DM 4.10	System will track data necessary to satisfy arbitrage and accretion requirements.	
DM 4.11	System will accommodate apportioned principal and interest payments against various funds and accounts based on user-defined criteria.	
DM 4.12	System will calculate accrued interest due for a specified period:	
DM 4.12.1	By account	
DM 4.12.2	By other user defined criteria	
DM 4.13	System will create journal entries for principal and interest activities including:	
DM 4.13.1	Security description	
DM 4.13.2	Activity period	
DM 4.13.3	Interest	
DM 4.13.4	Premium	
DM 4.13.5	Discount	
DM 4.13.6	Other user-defined	
DM 4.14	System will accommodate defined exposure limits by the following: (For example: The bond indentures establishes debt coverage ratios for reserve funds as well as for net revenues.)	
DM 4.14.1	Debt type	
DM 4.14.2	Debt group	
DM4.14.3	User-defined criteria	
DM 4.15	System will provide a warning when debt type or group exceeds the limits defined in the debt policy or indenture.	
DM 4.16	System will track refunded bonds.	
DM 4.17	System will support interest rate sensitivity and gap analysis.	
DM 4.18	System will track bond repayment with a dedicated revenue stream through multiple funds with priority payment order. (Ex: Fund #1 - Admin, must be funded to \$XXXX, Fund #2 - Annual Debt Service funded to \$XXXX, Fund #3 - Debt Service Reserve funded to \$XXXX and, once fund has met maximum, can be moved over to Fund #4 - Mandatory Sinking Fund Redemption Fund - receipt of remaining funds.)	
Inquiry and Reporting		
IR 5.1	System will report availability of a cash flow analysis by bank account, identifying the date of the highest receipt and disbursement.	
IR 5.2	System will summarize debt outstanding by interest, principal and total for the following:	
IR5.26.1	Individual issues	
IR 5.2.2	Groups of issue	
IR 5.2.3	Category of issue	
IR 5.2.4	Other user-defined	
IR 5.3	System will report availability of a cash position by bank and by account(s).	
IR 5.4	System will sort, report and query from any field within the treasury/cash management module (produce ad-hoc online requests and printed reports).	

IR 5.5	System will accommodate graphical display and output including use of user dashboards.	
IR 5.6	System will report portfolio status by user-defined date range that includes:	
IR 5.6.1	Investments by type	
IR 5.6.2	Issuing/Security name/CUSIP #	
IR 5.6.3	Book value, face value, principal	
IR 5.6.4	Market value (Indicate in comments field how this is derived, e.g., manual or interface.)	
IR 5.6.5	Purchase date	
IR 5.6.6	Maturity date, number of days security held	
IR 5.6.7	Interest rate	
IR 5.6.8	Yield rate	
IR 5.6.9	Interest payment schedule	
IR 5.6.10	Discount or premium amount	
IR 5.6.11	Broker/Dealer name	
IR 5.6.12	Other user-defined field	
IR 5.7	System will accommodate ad-hoc reporting capabilities, provide summary for current month, prior year, current and future years. System will be able to generate report listing of securities by number of days.	
IR 5.8	System will import data from Excel.	
IR 5.9	System will export data from Excel.	
IR 5.10	System will accommodate scheduled or on demand report that identifies expenditures made to specific debt issuance based on user-defined criteria.	
IR 5.11	System will generate a daily, weekly, and monthly cash position report for all cash and investment accounts:	
IR 5.11.1	By Investment Account	
IR 5.11.2	By Fund	
IR 5.12	System will be able to generate list of securities by number of days to maturity	
IR 5.13	System will be able to generate report for balance in total investment, purchased interest/premium, interest	
IR 5.14	System will summarize interest payable, principal maturing for the month and forecast future interest payment and maturities and provide historical reporting.	

Personnel Hourly Rates (for additional services):

Proponents should complete the following table setting out the all-inclusive hourly rates including overhead and profit for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Schedule of Personnel Hourly Rates:

Labour Category	Straight Time/hr (Excluding GST)	Overtime Rate/hr (Excluding GST)
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$