



Request for Proposals

Title: **Banking Services**

Reference #: TR-2022-01

Closing Date: **July 8, 2022**

Closing Time: 3:00 pm Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office
21 Queen Street
Ripley, ON, N0G 2R0
Attention: **Jodi MacArthur, Treasurer**
Email: **jmacarthur@huronkinloss.com**

For Banking Services

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1. Introduction

1.1 Purpose

The purpose of this RFP is to select a service provider to perform the services ("Services") described in Schedule A.

1.2 Definitions

1. **"Authorized Agent"** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
2. **"Award"** is the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Township of Huron-Kinloss written notification to the selected Proponent.
3. **"Budget"** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.
4. **"Change Order"** is a written order issued from the Township of Huron-Kinloss that changes the scope or specifications of any project.
5. **"Consultant"** means person who, by virtue of professional expertise of service is contracted by the Township of Huron-Kinloss to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans for a particular building or project; a lawyer representing the Township of Huron-Kinloss for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.
6. **"Contract"** means legal agreement to be entered into by the selected Proponent and Township of Huron-Kinloss.
7. **"Council"** mean the elected representatives of the people of the Township of Huron-Kinloss with respect to municipal administration.
8. **"Evaluation Team"** means the team appointed by the Township of Huron-Kinloss.
9. **"Goods and/or Services"** means those goods and/or services set out in this Proposal sought to be procured by the Township of Huron-Kinloss as a result of this Request for

Proposal process.

10. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.
11. **“Mandatory Performance Specification”** means requirements that the selected Proponent is obligated to perform under the contract.
12. **“May”** used in this Request for Proposal document shall be permissive and discretionary but recommended.
13. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of the Township of Huron-Kinloss containing terms and conditions.
14. **“Proposal Package”** is the submitted package that includes the Proposal and any documents requested for evaluation.
15. **“Proponent”** is the Person who submits a Proposal.
16. **“Request for Proposal (RFP)”** means an invitation issued by the Township of Huron-Kinloss to supply a Good or Service for a fixed price where specifications may be difficult to define or are restrictive in nature.
17. **“Shall”** used in this Request for Proposal document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.
18. **“Should”** used in the Request for Proposal document is a permissive and discretionary request but is recommended.
19. **“Will”** used in this Request for Proposal document is a mandatory requirement.
20. **“Township”** means The Corporation of the Township of Huron-Kinloss
21. **“Township Representative”** has the meaning set out in section 2.6
22. **“Responsible Bidder”** is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be

able to fully document the ability to provide good faith performance.

23. **“Responsive Bidder”** is a contractor, business entity or individual who has submitted a request for proposal that fully conforms in all material respects to the Request for Proposal and all of its requirements, including all form and substance.

2. Instructions to Proponents

2.1 Closing Time and Address for Proposal Delivery

The proposals must be submitted to the Township of Huron-Kinloss at the office of:

Name: Jodi MacArthur, Treasurer
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Email: jmacarthur@huronkinloss.com

On or before the following date and time (the "Closing Time"):

Time: 3:00 pm local time

Date: July 8, 2022

2.2 Information Meeting

None scheduled

2.3 Number of Copies

Proponents shall submit one copy of the proposal

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 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 emailed 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 Township'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 "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: Jodi MacArthur, Treasurer
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Fax: 519-395-4107
Email: jmacarthur@huronkinloss.com

Inquiries should be made by **June 23, 2022**. The Township of Huron-Kinloss reserves the right not to respond to inquiries made after the inquiry closing deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township.

Proponents finding discrepancies or omissions in the RFP or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative. If the Township determines that an amendment is required to this RFP, the Township 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.

Accessible Documentation: Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed above.

2.7 Addenda

If the Township of Huron-Kinloss determines that an amendment is required by this RFP, the Township Representative will issue a written addendum by posting it on the Bids and Tenders page on the Township's active website at www.huronkinloss.com that will form part of this RFP. It is the responsibility of Proponents to check the Township's 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 Examining 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

Proposals will be opened after 3:00 pm on July 8, 2022 or as soon as possible thereafter.

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a proposal has been awarded, should be directed to the Township Representative.

3. Proposal Submission Form and Contents

3.1 Package

Proponents shall submit a digital copy of the proposal.

3.2 Form of Proposal

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Proposal Form:

- a) The proposal shall be completed and signed with the authorized signature of the Proponent or of a designated official of the
- b) All Proposal information and pricing shall be legibly written in ink or by computer.
- c) The Proponent is required to detail the services resulting from this proposal, including a workplan and timeline for implementation.

3.3 Signature

The legal name of the person or organization submitting the Proposal should be included on all forms. 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 venture should be included, and 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 Township that the person(s) signing have signing authority for the partnership or joint venture).

- (c) If the Proponent is an individual, including 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 Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members, Municipal partners, third party consultants 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 Township.

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 Township, using the following criteria:

(a) Quality and Completeness of Proposal 30%

The evaluation team will consider the Proponent's ability to provide the key service requirements, outlining the reliability of the systems utilized to provide dependable, consistent and timely processing of transactions.

(b) Experience, Reputation and Resources 30%

The Evaluation Team will consider the Proponent's demonstrated financial security and longevity, demonstrated municipal experience, qualifications of key personnel and references where applicable. Proponents should include the features of their services that give them a competitive advantage including location of branch or other resources to provide convenient deposit and cash management services and level of community investment.

(c) Workplan and Timelines 10%

The Proposal should include narrative that illustrates an understanding of the Township's requirements and Services. The Evaluation Team will consider the level of transitional support provided.

(d) Financial

30%

The Evaluation Team will consider the fees associated with the key required services, deposit interest rates as well as any innovative services offered or optional value-added services.

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. The evaluation is for internal use only.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in the Proponent's financial proposal, the Township of Huron-Kinloss shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

4.4 Litigation

In addition to any other provision of this RFP, the Township of Huron-Kinloss 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 legal action against the Township of Huron-Kinloss, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the Township of Huron-Kinloss will consider whether the litigation is likely to affect the Proponent's ability to work with the Township of Huron-Kinloss, its consultants and representatives and whether the Township of Huron-Kinloss will incur increased staffing 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

While it is the Township's intent to select a single service provider, the Township of Huron-Kinloss reserves the right and discretion to divide up the Services; either by scope, geographic area, or other basis as the Township of Huron-Kinloss may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Services. If the Township of Huron-Kinloss exercises its discretion to divide up the Services, the Township will do so reasonably having regard for the RFP and the basis of Proposals.

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

4.8 Negotiation of Contract and Award

If the Township of Huron-Kinloss 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:
 - i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent
 - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
 - 1. The Preferred Proponent's financial proposal exceeds the Township's approved budget, or
 - 2. The Township of Huron-Kinloss reasonably concludes the Preferred Proponent's financial proposal includes a price that is unbalanced, or
 - 3. A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
 - iv. If at any time the Township of Huron-Kinloss reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open

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

5. Selected Proponent Standard Terms and Conditions of Contract

The Performance Standard Terms and Conditions form a part of each Proposal and shall apply to the Selected Proponent's contract for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive request for Proposal document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the Request for Proposal will govern.

6. Insurance

The Selected proponent shall be required to maintain appropriate insurance coverage, including but not limited to:

a) Professional Liability Insurance/Error and Omissions Insurance

Without restricting the generality of the Indemnification provisions, the Services Provider shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Services Provider and shall name the Township of Huron-Kinloss as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premised and operations liability
- products or completed operations liability
- blanket Agreement liability
- cross liability
- severability of interest clause
- contingent employers liability
- personal injury liability
- owner's and Services provider's protective coverage
- liability with respect to non-owned licensed motor vehicles

- (b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and
- (c) Professional Liability insurance with a policy limit for each single claim of not less than \$2,000,000.00.

- (1) The Services Provider shall provide the Corporation with proof, in a form satisfactory to the Corporation, of the insurance required upon request.
- (2) If the Corporation requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Services Provider shall endeavor forthwith to obtain such increased or special insurance at the Corporation's expense.
- (3) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

b) Workplace Safety and Insurance

The Proponent agrees to maintain full compliance with the Workplace Safety and Insurance Act.

7. General Conditions

7.1 No Township Obligation

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

7.2 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 Township of Huron-Kinloss or its representatives and consultants, relating to or arising from this RFP. The Township of Huron-Kinloss and its representatives, agents, consultants 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.

7.3 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.

7.4 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 Township of Huron-Kinloss, its elected or appointed officials or employees. The Township of Huron-Kinloss may rely on such disclosure.

7.5 Solicitation of Council Members, Township Staff and Township Consultants

Proponents and their agents will not contact any member of the Huron-Kinloss Council, Township of Huron-Kinloss staff or Township of Huron-Kinloss consultants with respect to this RFP, other than the Township Representative names in section 2.6, at any time prior to the award of a contract or cancellation of this RFP.

7.6 Confidentiality

All submissions become the property of the Township of Huron-Kinloss and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Huron-Kinloss is a “public body” defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

7.7 Occupational Health and Safety

The proponent has read and agrees to comply with the Township of Huron-Kinloss’ Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, etc. required to administer this proposal or resulting services.

Schedule A - Services

Background

The Township of Huron-Kinloss was formed in 1999, amalgamating the former Townships of Huron and Kinloss and the Village of Lucknow. Located in the southwest corner of the County of Bruce, the Township of Huron-Kinloss has a population of 6,790, a total of 4,037 households and covers 440 km². The staff complement is approximately 35 full time employees and 55 part time and seasonal employees. There are 7 elected council members and a number of volunteers appointed to various committees to help carry out the Township's goals and objectives.

The Township of Huron-Kinloss main administrative office is located in Ripley, Ontario and offers service Monday through Friday, 8:30 am to 4:30 pm. The 2022 operating budget is \$10.1 million and the 2022 capital budget is \$8.8 million. The Township receives a variety of revenue from other levels of government, user fees and property taxes.

More detailed information regarding the departments and services of the Township can be found by visiting the Township's website or viewing the community profile.

<https://www.huronkinloss.com/en/build-invest-and-grow/resources/Documents/HK-Community-Profile.pdf>

Objective

The objective of the RFP is to secure comprehensive and competitive banking services for the Township of Huron-Kinloss.

Deliverables

The RFP shall cover the full scope of financial service delivery for the Township of Huron-Kinloss. These services include deposits, disbursements, electronic banking and others. The Township intends to continue delivering its financial services in the manner they are presently conducted and proponents must be able to accommodate the current methods or provide an acceptable alternative to be considered.

Timeline

The deadline for submissions is July 8, 2022 at 3:00 pm. It is expected the selection of a service provider will be July 18, 2022 and any transition of banking services to begin August 1, 2022.

Term

The Township recognizes the importance of building a long-term relationship with our banking services provider, therefore requests the term of the proposal is five (5) years. A further renewal may be considered.

ITEMS TO BE ADDRESSED IN THE PROPOSAL

Proponent Qualification

To be considered a candidate for the provision of banking services, proponents shall be:

- a bank listed in Schedule I, II or III to the Bank Act (Canada);
- a loan corporation or trust corporation registered under the Loan and Trust Corporations Act; or
- a credit union or league to which the Credit Unions and Caisses Populaires Act, 1994 applies.

Proponent Corporate Profile

The proposal shall include the location and hours of the proposed branch where day-to-day services will be conducted as well as the location and hours for any additional specialized services such as commercial banking headquarters. Proposals should identify methods to reduce the number of branch visits, where possible. The proposal should also identify the key account contact(s), their experience and ability to provide advice and assistance to Township staff. References of other municipal or public sector clients should be included. The proposal should identify opportunities for community investment or involvement in the Township of Huron-Kinloss. This should include corporate social responsibility programs offered that may provide direct financial investment in Township projects or programs or other organizations and charities in the community and direct employment investment in the Township.

Work plan/schedule

A specific timetable and work plan for the various phases of implementation of any systems, required training and account transfer, if required. The Township's current banking services agreement expires on July 31, 2022 and the proposal should clearly indicate any support available to ensure services are not disrupted and any transition is conducted efficiently.

Key Service Requirements

Outlined below are the key service requirement based on the Township of Huron-Kinloss' current financial services and cash management.

1. Pre-Authorized Payment (PAP) - The Township offers monthly and quarterly pre-authorized payment plans with payments on the first business day of the month. Current enrolment in this program is approximately 650 monthly transactions and 750 quarterly transactions.
2. Accounts Payable/Payment Distribution – The Township offers vendors the ability to receive payments through electronic funds transfer.
3. Payroll Services – The Township of Huron-Kinloss currently utilizes Easypay Payroll and uploads a weekly file for payroll distribution.

4. Business Accounts – There are currently seven (7) accounts used by the Township of Huron-Kinloss to conduct Township business:
 - a. General Account – used for majority of daily operations
 - Cheques issued (approximately 75/month)
 - Direct payments issued to vendors (approximately 100/month)
 - Deposits made by cheque, cash, electronic funds transfers, point-of-sale terminal settlements and e-transfer (approximately 250 deposits/month)
 - Monthly bank statements required with cancelled cheques and all other documentation
 - Occasionally require certification of cheques, bank drafts and wire transfers
 - b. Reserve Fund Accounts (3)
 - Holds funds for future purchases or other financial obligations
 - Minimal monthly activity
 - Combined current account balances of approximately \$450,000.00
 - c. Cemetery Accounts (3)
 - One (1) Cemetery operating account (less than 10 transactions/month)
 - Two (2) Trust Accounts with minimal monthly activity

Annual audit verification is required for all accounts.
5. Electronic Banking Services – The Township of Huron-Kinloss currently has on-line access to check balances, view account transactions, make bill payments, digitally process and deposit cheques, transfer funds between accounts and request stop payment.
6. Credit Card Services – The Township currently has three (3) corporate credit cards with a combined limit of \$30,000.
7. Borrowing – The Township of Huron-Kinloss does not currently have any short-term or long-term debt to transfer and would be considered on an as needed basis. Short-term credit facilities shall be made available in compliance with the Municipal Act and the Township's borrowing by-law. Long-term borrowing rates may be requested when the occasion arises.

Other Services

The Township of Huron-Kinloss would be interested in information and details of additional value-added services available with potential benefits to the Township or its employees. The proponent may include information on business relationships with third parties for services or the procurement of supplies desirable to administer banking and cash management services or other information that may be relevant. Consideration may be given for innovative products or services that improve the efficiency of Township services.

Service Charges and Interest Rates

Service Charges - Fees associated with the provision of the key service requirements shall be clearly outlined in the proposal. If the fee structure is to change during the term of the agreement, revised fees and effective dates must be clearly identified. Where no fee is quoted, it is deemed to be no charge or included elsewhere in the proposal.

Interest Rates – Deposit interest rates on each of the required accounts shall be clearly outlined in the proposal.

Confidentiality

The successful proponent must demonstrate experience and controls in place to deal with confidential information. The successful proponent will describe how systems shall protect sensitive data and compliance with all relevant law will be maintained.

Schedule B – Form of Proposal

(Return all of Schedule B with the Proposal Package Submission)

Contact Information of the Proponent

Legal Name of the Proponent or Individual

Mailing & Courier Delivery Address with Postal Code

Telephone Number

Fax Number

For Any Questions Regarding the Proposal, Name and Title of the Contact Person

Contact's e-mail address

Deposit Interest Rate

+

=

Monthly Service Charges Before tax

HST

Total Including HST

Authorized Signature

Name (Please print)