



3910P – Payment Processing Services

1. Introduction

1. The City of Richmond (the “City”) is seeking proposals from interested firms in providing Payment Processing Services (the “Services”) for its point-of-sale and e-commerce systems.
2. The objective of this request for proposal is to provide the City with a qualified Canadian payment processor to provide payment processing solutions. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

1. Proponents are requested to submit five (5) copies of their Proposal marked “RFP 3910P – Payment Processing Services” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

12:00 Noon, local time, on Wednesday, June 9, 2010

2. Questions relating to this RFP may be directed to Sumita Dosanjh, Buyer II – Contracting Specialist by email to purchasing@richmond.ca. Inquires and responses relating to this RFP will be posted on BC Bid and the City’s website. It is the sole responsibility of each Proponent to check these sites on a regular basis for amendments, addenda, or questions related to this RFP.
3. Any submission will not necessarily be accepted. Proponents are advised they have no claim for compensation in the preparation of their submissions and that by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the Freedom of Information & Protection of Privacy Act (BC).

3. Review of Proposals

1. The City will review the Proposals submitted to determine whether, in the City's opinion, the Proponent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
2. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

4. Non-Conforming Applications

1. Proposals which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

5. RFP Process

1. The City may unilaterally take the following actions, and shall not be liable for any such actions:
 - A. reject or accept any or all Applications;
 - B. cancel the RFP process at any time and reject all Proposals; or
 - C. cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

6. Information Disclaimer

1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to the Serviced provider pursuant to these RFP.
2. The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
3. The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

7. Project Background

- The City accepts credit card and debit card payments for various City's and Community Centres' services at its point-of-sale terminals and its e-commerce platforms. The following summaries the details of our payment processing requirements for fiscal 2009:

Financial Institution	Scotia Bank (8 accounts)	
Currency	Canadian Dollars	
Total Sales Volume (Through Existing Payment Provider)	Visa: \$10 million (100,000 transactions) Mastercard: \$ 4 million (50,000 transactions) Interac: \$ 6 million (60,000 transactions) American Express: \$ 1 million (10,000 transactions)	
Industry Segments	Cultural and Recreational (80%), Taxes (15%), Utilities (5%)	
Transactions Qualification	Visa Card Consumer standard 45% Consumer electronic 15% Corporate 4% Infinite standard 30% Infinite electronic 5% Foreign 1%	MasterCard Consumer standard 42% Consumer electronic 8% High spend standard 25% High spend electronic 10% Corporate 13% Foreign 2%
No. of Merchant ID's	Community Centres and Public Facilities POS Terminals: 24 City Hall POS Terminals: 3 Web-based Registration: 2 Online Property Tax and Utility Payments: 1	
Systems	Community Centres and Public Facilities: CLASS City Hall: Tempest Web-based Registration: CLASS Online Property Tax and Utility: through E-Post (future) Online Business License payment: CSDC Amanda	
Others	50 PCI PED-approved pinpads; chargebacks (<15 a year)	

8. Project Scope

1. The City is interested in obtaining the following minimum level of services from the Service provider:
 - Payment processing for all Visa, MasterCard, Amex, and Debit card transactions with timely deposits of funds to the City's bank accounts (discount fees to be charged separately on a monthly basis);
 - Integration and implementation of your system with our existing POS applications and e-commerce systems;
 - Rental services for all required peripherals for existing and future POS terminals;
 - Monthly statements with detailed breakdown of fees and rates by card type (e.g. discount fees, assessment fees, credit fees, rates for various non-qualified transactions, equipment rental);
 - Access to secured site for viewing of online transaction history, ability to generate payment statistics, access to individual merchant ID and consolidated electronic statements;
 - Ability to perform transaction search online;
 - Timely communication of chargeback requests and timely resolution of dispute questions;
 - Convenient access to designated customer service representatives over the phone and by email;
 - Designated account manager and support staff to deal with day-to-day issues and technical assistance;
 - Regular updates and/or newsletters of current market developments, new products, and other necessary merchant updates;
 - Regular meeting or conference call at least once a year or more frequently as required to be held by the account manager with the City to perform accounts review and perform evaluation of services; and
 - Ongoing support from the account manager and his/her team for all payment processing related matters.

9. Proposal Submissions

1. All proponents are required to provide the following information with their submissions, and in the order that follows:

A. Organization

1. Provide a brief history of the your organization, including date founded, ownership, and any subsidiary relationships or relationships with other.
2. Describe experience of the firm in providing payment processing services in the card processing market and to the public sector.
3. Outline your company's annual volume of transactions processed per year.
4. Provide a list of relevant client references (at least 3, preferably public sector), including contact persons and telephone numbers. Relevant list should, if applicable, include at least 1 client in the municipal government segment.
5. Provide a copy of the firm's most recent audited financial statement.

B. Personnel

1. Identify any key personnel who would be directly involved in providing services under the engagement. Describe their relationship with the firm, the role they would play in this engagement, their experience in the business, specifically in the public sector and their years of service to the firm.
2. Describe how the personnel differentiate themselves in their ability and quality to deliver customer service to their clients.
3. Provide information of physical location of the team which will be servicing the City's account if the proposal is accepted.

C. Implementation and Ongoing Support

1. Provide a detailed project plan, which maps out the entire implementation process and all the resources that will be available during the implementation process.

2. Provide background information and relevant experience of the designated implementation manager that will be assigned to the City's account. Describe his or her key responsibilities.
3. Provide an implementation schedule that includes tasks, persons responsible, and projected timeframes for completion.
4. Describe any initial or ongoing training and support that will be available from your team. Also describe training materials that will be available.
5. Describe the process and requirements of testing prior to moving to production mode. For instance, outline the resources that are required in the implementation, testing and set-up phases, and describe what will be done to ensure our operations are not interrupted as a result of the change in payment service provider.
6. Describe the process and timeline for adding or deleting merchant locations after the initial set-up.
7. Please include your standard Maintenance and Support Agreement as part of your response.

D. Product Services

1. Describe all cards that you are currently able to process and describe in detail your card payment processing services.
2. Describe the support services or maintenance options available for hardware (e.g. pinpads, printers, paper supplies etc.).
3. Describe how you can differentiate your card payment processing services from other competitors.
4. Describe your capacity planning process to handle peak volumes.
5. Describe your company's disaster preparation and backup and recovery plans.
6. Describe process and timing of settlements for various card types.
7. Describe whether chargebacks are available online for viewing and responding.
8. Describe your compliance with data privacy laws.

9. Describe tools and methods utilized to educate your merchants about fraud.
10. Describe any fraud reduction technologies that you utilize.

E. Customer Service

1. Describe your customer service offerings.
2. Describe what extent of customer service is offered by your local representatives for ongoing support and customer relationship.
3. Describe in details whom the City will have working relationship with within your organization (i.e. designated customer service representatives, designated account managers, designated relationship managers, or VP of sales and relationship etc.)
4. Describe your customer service capabilities, hours of availability, and emergency/after-hours support etc.
5. Describe the extent of help desk assistance available for technical enquiries. Describe if such technical assistance is done through the account manager or if a designated technical lead will be assigned to the account.
6. Describe whether technological changes will be communicated to the City on a timely basis. Describe method of communication and frequency.
7. Describe the dispute resolution process, including timeframe and responsibilities of the parties involved.
8. Outline the metrics that are used to measure your company's customer service performance and results.
9. Describe your quality assurance procedures.

F. Reporting Capabilities

1. Describe all reporting options (manual and online).
2. Outline the security features of your online or electronic reporting products.

3. Provide an example of key reports that will be available.
4. Describe the frequency of the key reports.
5. Describe if reports can be customized to meet our specific reporting needs.
6. Describe if reports or online viewing are available to track status of chargebacks and disputes.
7. Show examples of how settlement values of key reports can be tied to settlement values in our bank accounts.
8. Describe if there are any tools that will assist in the reconciliation of settlement values.

G. Fees

1. Describe in detail all one-time and recurring costs associated with your proposal, including:
 - a. All fees associated with the development, customization, implementation, set-up, and testing of the solution.
 - b. All fees related to the purchase of hardware and equipment if there is a purchase option.
 - c. All fees related to the software and the software license.
 - d. Any training costs.
 - e. All fees related to the rental of hardware and equipment.
 - f. Annual maintenance and support fees.
 - g. Merchant Discount Rate for all types of transactions (including but not limited to: Visa, MasterCard, Debit, Amex, and for each type of card the rate for various card types such as keyed, premium, corporate, foreign, infinite etc.)
 - h. Other fees and charges such as transaction fees, credit fees, and assessment fees etc. for each type of card.
 - i. Any minimum fees that may apply.

2. Outline if there are any pricing options for seasonal merchant locations.
3. Describe if fees will be netted against sales or if fees are posted separately. Please note – this is NOT the City’s preference.
4. Describe frequency of fees and charges.
5. Provide pricing of all other chargeable services.
6. Provide a sample of the fee summary based on the provided 2009 payment processing data.
7. Identify any and all other costs related to the implementation and ongoing support of the solution.

H. Other

1. Describe the nature and frequency of meetings the firm would recommend in keeping staff informed.
2. Describe the frequency of face-to-face meetings and describe who would be conducting these meetings. Also describe what type of customer services would be offered through these meetings. If regular face-to-face meeting is not feasible, describe how your organization will keep your customers informed.
3. Describe expertise and service capability that distinguishes your firm from others.

10. Working Agreement

1. The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.
2. The Draft Agreement is attached for your review and consideration.



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.
3910P Payment Processing Services

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	



This Agreement dated the ☼ day of June, 2010 (the "Effective Date"), at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond

6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:



(the "Contractor")

The City and the Contractor may be referred to as Party or the Parties.

Whereas:

- A. The City requires payment processing services (details of which are referred to in the Agreement as the Services and are as hereinafter defined);
- B. The City issued a Request for Proposals (hereinafter defined) for the Services;
- C. The Contractor submitted a Proposal (hereinafter defined) for the Services; and
- D. The City selected the Contractor to provide the Services pursuant to the Proposal,

NOW THEREFORE in consideration of the mutual covenants and Agreements set out below, the Parties covenant and agree as follows:

1. DEFINITIONS

- a) "City Personnel" means the City's officials, officers, employees, agents, contractors, and subcontractors;
- b) "Executive Sponsor(s)" means the senior managers, as identified in Section XX, that City and the Contractor assign as having the exclusive authority to make binding decisions falling within the scope of this Agreement;
- c) "Notices" means any Notice provided by one Party to the other Party under this Agreement in accordance with Section 17;
- d) "Project Manager(s)" means the persons that City and the Contractor each assign as having the authority to develop a plan, assign appropriate resources, secure necessary approvals, oversee day to day activities and report project status to the appropriate Executive Sponsors covered by this Agreement;
- e) "Proposal" means the proposal by the Contractor to the City dated XX;
- f) "Request for Proposals" means the request for proposals identified by the City as 3910P;
- g) "Services" means the professional services of the Contractor to facilitate the supply, delivery, installation, and ongoing services and support of payment processing services.
- h) "Contractor Personnel" means Contractor's officers, directors, employees, agents, contractors, subcontractors and any persons for whom Contractor has assumed responsibility, in the performance or purported performance of this Agreement;

2. AGREEMENT

- a. The Contractor agrees to offer and the City agrees to accept the Services based upon the terms and conditions contained in this Agreement.

3. PROVISION OF SERVICES

- a. The Contractor shall provide the Services to the City in accordance with the Request for Proposals, and the Proposal. The Contractor shall use its own methods and procedures to ensure the effective and efficient provision of the Services unless otherwise agreed to by both parties. The Contractor shall ensure Contractor personnel conduct themselves professional and with integrity so as to not embarrass or discredit the City in the performance of Contractor's duties and responsibilities set out in this Agreement.

4. TERM

- a. The term of this Agreement shall commence upon the “Effective Date” and continue for a period of three (3) years unless earlier terminated as set forth in this Agreement (the “Term”).
- b. At the end of the Term, the City, at its sole option, may elect to renew the Agreement for two successive one year terms. The City shall provide Notice of renewal to the Contractor at least thirty (30) days prior to the expiry of the Agreement.

5. TERMINATION.

- a. The City may whether or not cause exists, or, upon the occurrence of an Event of Default by the Contractor, terminate the Agreement by providing a Notice to the Contractor. The following events shall be deemed to be an “Event of Default”:
 - i. Contractor breaches in any material respect any of its duties or obligations under this Agreement, and fails to cure such breach within thirty (30) calendar days of receipt of Notice which specifies details of such breach;
 - ii. Contractor materially breaches any duty or obligation under this Agreement which is not capable of being cured within thirty (30) calendar days;
 - iii. Contractor commits numerous breaches of its duties or obligations under this Agreement which in the aggregate are material and Contractor, after receiving Notice from the City specifying these breaches, fails to cure such breaches within thirty (30) calendar days of receipt of Notice;
 - iv. Any material representation or warranty of Contractor, made pursuant to the Agreement is incorrect in a material respect when made or when deemed to be made, remains material when discovered (“Misrepresentation”), and, if the effect of such Misrepresentation, if curable, is not cured within thirty (30) days after the Contractor’s receipt of Notice thereof. If the effect of such Misrepresentation is not curable, then Event of Default shall exist immediately upon receipt of such Notice; or
 - v. Contractor fails to maintain the insurance required by this Agreement and fails to cure such breach within thirty (30) calendar days of receipt of Notice which specifies details of such breach.
- b. The Contractor may terminate this Agreement in the event that the City breaches in a material respect its obligation to pay any undisputed charges under this Agreement

invoiced pursuant to the terms hereof, and fails to cure such breach within sixty (60) calendar days after Notice of such breach from the Contractor. It is expressly acknowledged that the Contractor's right to terminate this Agreement shall be limited to such non-payment default and Contractor shall have no other right to terminate this Agreement.

- c. The City may terminate the Agreement in whole or in part for any reason upon providing thirty (30) days Notice to the Contractor.
- d. Termination of this Agreement shall not affect the City's obligation to pay monies owing for services rendered and any other amounts payable under this Agreement up to the termination date. Termination of this Agreement shall not affect any right or remedy to which the parties would otherwise be entitled.

6. INSURANCE AND INDEMNITY.

- a. Contractor shall be responsible for any damage to any City property, including without limiting the generality of the foregoing, any City equipment, office space, facilities, caused by the Contractor or Contractor Personnel.
- b. Without limiting the liability of the Contractor in any way, the Contractor shall maintain and keep in force at its own expense during the Term, comprehensive general liability insurance with a cross-liability clause and a minimum limit of FIVE MILLION DOLLARS (\$5,000,000.00) for bodily injury and property damage for any one occurrence. Such insurance shall be in a form satisfactory to City and the City shall be added as an additional insured. Contractor shall provide proof of coverage to City within a reasonable time upon request.
- c. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days' prior written notice to the City.
- d. Prior to the commencement of the Term, Contractor shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained in force during the Term.

- e. Contractor agrees to waive, remise, release, indemnify and save harmless the City and City Personnel from and against all losses, damages, costs (including, without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including, without limitation, any and all claims of third parties (whether for personal injury, death, property damage or otherwise), which the City or City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred "but for":
 - i. the existence of this Agreement;
 - ii. the performance by the Contractor in providing the Services;
 - iii. any breach by the Contractor of any covenant or agreement contained in this Agreement; and
 - iv. any act or omission by the Contractor or Contractor Personnel.

7. PAYMENT & TAXES

- a. In exchange for carrying out the duties and responsibilities set out in this Agreement, the City agrees to pay to the Contractor, the amount of \$XX, or such other amount as the Contractor and the City may agree in writing.
- b. For the Services, the Contractor shall invoice the City on a monthly basis.
- c. Once per month, throughout the Term, the Contractor shall submit to the City, a written statement of account and setting out a detailed summary of the Services provided (the "Statement of Account").
- d. The Statement of Account must clearly show the taxes charged and the City's purchase order number.
- e. The City shall pay Contractor for each undisputed portion of an invoice within thirty (30) days of the City's receipt of such invoice.
- f. The Contractor shall forward invoices to the City the City at the following address:

6911 No. 3 Road
Richmond, BC
V6Y 2C1
Attn: Venus Ngan, Treasury Office

- g. Neither Party shall be responsible for any taxes based upon the other's net or gross income or net or gross receipts, or taxes which are capital, property, doing business, excess profits, net worth, or franchise or port fees (including any interest and penalties thereon).

8. RESOURCES

- a. Contractor shall designate one individual ("Project Manager") who shall be responsible for ensuring that: (i) the Contractor's obligations under this Agreement are being performed; and (ii) shall act as a liaison with the City. The Project Manager shall be available, as reasonably required, to be on-site at the appropriate City location or such other location designated by City during progress and review meetings and at other times reasonably requested by the City.
- b. If the City becomes dissatisfied with the Project Manager, the City may notify the Contractor of the details of the dissatisfaction, and the Parties shall cooperate to remedy the problem as soon as possible. If the City requests, the Contractor shall replace that person with other personnel in accordance with this Agreement.

9. DISPUTE RESOLUTION AND COMMUNICATIONS

- a. Any disputes and controversies arising out of, or in any manner relating to, this Agreement shall be subject to the following dispute resolution procedure:
 - i. If the designated Project Managers cannot resolve a dispute in within ten (10) calendar days such dispute shall be documented in writing and identical copies shall be submitted for resolution to the designated Executive Sponsors.
 - ii. If the Executive Sponsors do not or cannot resolve the dispute within thirty (30) calendar days after either of the Parties notifies the other of its desire to mediate such dispute or controversy, it shall be referred to a mediator competent in technology related matters, agreed to by both Parties, to be held in the City of Richmond, British Columbia. The parties agree to participate in such mediation in good faith.
 - iii. If mediation is unsuccessful either party shall be entitled to pursue such other remedies as permitted by law.

- b. The Contractor shall respond to any inquiry or call from any City Personnel regarding this Agreement within twenty-four (24) hours of such inquiry or call by either telephone, fax or email.

10. LIMITATION OF LIABILITY

- a. Any Party's liability for damages for any cause, whether in contract or in tort including negligence, shall be limited to Any Party's actual damages. Neither Party shall be liable for any indirect, special, consequential, or incidental damages of the other Party for any cause arising out of this Agreement even if such other Party has been advised of the possibility of such damages, including but not limited to, lost profits, lost revenues or failure to realize expected benefits of any project(s). Unless otherwise expressly stated in this Agreement, no action, claim or proceeding, regardless of form, arising out of this Agreement shall be brought by either Party more than two (2) years after the claiming Party becomes aware of, or ought to have become aware of, the facts giving rise to the existence of any cause of action. The Parties further agree that in no event shall either of them bring any action, claim or proceeding under or in relation to this Agreement later than two (2) years after the date of expiration or termination of this Agreement.

11. CONFIDENTIALITY

- a. Neither party shall disclose any information provided to it by the other party, specifically proprietary, sensitive, personal or confidential information or that developed or resulting from the performance of this Agreement, to any other person without the express written consent of the other party.
- b. All information provided to the Contractor or developed by the Contractor pursuant to this Agreement shall be returned to the City upon the expiration of this Agreement and such information may be used by the City for the continued operation and use of the water meters after expiry of the Term.
- c. The parties acknowledge that disclosure of information pursuant to this Agreement is governed by the Freedom of Information and Protection of Privacy Act of British Columbia.

12. GOVERNING LAW/COMPLIANCE WITH LAWS.

- a. This Agreement is to be governed by and in accordance with the laws of the Province of British Columbia, and the Parties agree to attorn to the jurisdiction

of the courts of that Province. Contractor will comply and will ensure that all Contractor's Personnel comply with all applicable Federal, Provincial and Municipal laws and orders of government, police, fire, health, building and other authorities in performing its obligations under this Agreement and will obtain all necessary permits, approval and licenses where required prior to performing the Services requiring such permits, approvals and/or licenses.

13. BENEFITS

- a. The Contractor hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Contractor agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

14. WORKSAFEBC REQUIREMENTS

- a. The Contractor is responsible for:
 - i. carrying, at its own expense, WorkSafeBC coverage for all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement and will ensure that any sub-contractor retained by the Contractor has such WorkSafeBC coverage; and
 - ii. complying with all conditions and regulations under the *Workers Compensation Act*, RSBC 1996, c. 492 as amended and for all assessments and levies which may be made thereunder.
- b. The Contractor further agrees that it is the prime contractor for the purposes of the WorkSafeBC Occupational Health and Safety Regulations for the Province of British Columbia.
- c. The Contractor shall have a safety program acceptable to WorkSafeBC and shall ensure that all WorkSafeBC safety rules and regulations are observed during the performance of this Agreement.
- d. The Contractor shall provide the City with:
 - i. the Contractor's WorkSafeBC registration number;

- ii. written confirmation that the Contractor is registered in good standing and that all assessments payable under the *Workers Compensation Act*, RSBC 1996, c. 492 as amended, have been paid to the date thereof; and
 - iii. a signed copy of the Prime Contractor Designation Document.
- e. The Contractor shall indemnify and hold harmless the City from all claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

15. NON-SOLICITATION.

- a. Except with prior written consent, during the term of this Agreement and for a period of one (1) year after the expiration or termination thereof, the Contractor and the City will not solicit, offer or have any discussions with any employee, consultant, or agent of the other Party concerning employment or engagement for any work, services, project or business other than the business stated hereunder. the Contractor and the City will not induce or attempt to influence any such personnel to terminate his or her employment or engagement with City or the Contractor respectively. In the event a Contractor or a City employee approaches the other Party with an inquiry relating to employment, then the Party who has been approached shall notify the other Party immediately of such inquiry.

16. FORCE MAJEURE.

- a. The Parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in this Agreement for any cause which is beyond the Parties reasonable control. Without fault or negligence, such causes may include, but are not limited to, any act of God, fire, flood, earthquake, tornado, labour disputes, war, revolution, riot, sabotage, terrorism, act of the public enemy, explosion, act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a Party's control. Force Majeure shall not affect the City's obligation to pay monies owing for services rendered and expenses incurred by the Contractor under this Agreement.

17. NOTICES

- a. All Notices given in connection with this Agreement shall be provided in writing and will be sent by first class mail, postage prepaid courier, facsimile, or any other customary means of communication to the applicable addresses listed below, unless either Party hereto notifies the other Party of a different address (herein 'Notice'). The effective date of any Notice given in connection with this Agreement will be the date on which the addressee below receives it.

If to the City:

If to the Contractor:

18. ASSIGNMENT AND SUBCONTRACTING

- a. The Contractor will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Contractor under this agreement.
- b. No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

19. EXECUTIVE SPONSORS

- a. The designated Executive Sponsors are:

For the Contractor:

For the City:

20. ENTIRE AGREEMENT

- a. This Agreement constitutes the entire agreement between the City and the Contractor in relation to the Services and may be amended only by written Agreement between the Parties. No provision of this Agreement shall be construed as modifying the provisions of any other Agreement between the City and the Contractor.

21. AUTHORITY.

- a. The undersigned on behalf of the Contractor represents and warrants that the Contractor is an incorporated entity and has full power and authority to execute, deliver and perform all obligations under this Agreement.

22. INDEPENDENT CONTRACTOR.

- a. The Contractor and Contractor's Personnel shall not be deemed to be at any time employees or servants, agents or sub-contractors of City. The Parties agree that the Contractor shall be an independent contractor in the provision of the Services under this Agreement and that no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Contractor.

23. SEVERABILITY.

- a. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

24. LANGUAGE.

- a. The Parties expressly request that this Agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressement exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

25. INTERPRETATION.

- a. Wherever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

26. CONFLICT OF INTEREST.

- a. During the Term, the Contractor shall not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Contractor to the City under this Agreement and the obligations of the Contractor to such other person, firm or corporation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Contractor Name

Per: _____

Printed: _____

Title: _____

CITY OF RICHMOND

Per: _____

Printed: _____

Title: _____