



The City of Saint John

Request for Proposals
for
Consulting Services - Enterprise Resource Planning (ERP) System
Saint John, New Brunswick

Request for Proposals No.: 2022-092201P

Issued: April 5, 2022

Submission Deadline: Thursday, April 5, 2022

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 INVITATION TO PROPONENTS.....	3
1.2 BACKGROUND INFORMATION	3
1.3 RFP CONTACT PERSON	4
1.4 TYPE OF CONTRACT FOR DELIVERABLES	4
1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT	4
PART 2 – THE DELIVERABLES.....	5
2.1 DESCRIPTION OF DELIVERABLES.....	5
PART 3 – SUBMISSION AND EVALUATION OF PROPOSALS	6
3.1 TIMETABLE.....	6
3.2 SUBMISSION INSTRUCTIONS.....	6
3.3 STAGES OF PROPOSAL EVALUATION	7
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS.....	10
4.1 GENERAL INFORMATION AND INSTRUCTIONS.....	10
4.2 COMMUNICATION AFTER ISSUANCE OF RFP	10
4.3 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING	12
4.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT	13
4.5 CONFIDENTIAL INFORMATION.....	14
4.6 PROCUREMENT PROCESS NON-BINDING.....	15
4.7 GOVERNING LAW AND INTERPRETATION.....	16
4.8 DISPUTE RESOLUTION PROCEDURE.....	16
APPENDIX A – SAMPLE AGREEMENT.....	18
APPENDIX B – SUBMISSION FORM.....	24
APPENDIX C – PRICING FORM.....	28
APPENDIX D – REFERENCE FORM.....	29
APPENDIX E – RFP PARTICULARS	30
APPENDIX F – BACKGROUND INFORMATION	Error! Bookmark not defined.

PART 1 – INTRODUCTION

1.1 INVITATION TO PROPONENTS

- 1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for consulting services for the City’s new Enterprise Resource Planning (“ERP”) System project, as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 BACKGROUND INFORMATION

The City of Saint John started the implementation of its current ERP system in 1998. The primary benefit of the current system is the integration among all applications, supporting internal City functions from human resources, finance, workorders to procurement, as well as public facing services. Selection of the system was based on vendor experience with public safety applications. The current ERP system supports all City operations as well as several of its agencies, boards, and commissions including Police, Transit, and Pension.

While the current ERP has served the City well for more than 20 years, it is no longer able to securely support more advancing business and financial reporting processes. Several of the ERP applications implemented in the early 2000s have been replaced with stand-alone solutions to meet evolving service needs. The current ERP is running on an operating system that presents challenges with new hardware and the City’s current technology environment.

Replacement of the system is overdue, and the proposed solution will set the City on the right course for meeting the existing and future needs of a growing and vibrant municipality. The goal is to implement a system that will create efficiencies, ensuring more resources can be dedicated to core business activities and service delivery, enhance internal controls, better mitigate financial and reputation risks, and move the City closer to a paperless environment. Implementation of a new system must ensure the City maintains or enhances its security posture. Timely replacement of the ERP system will ensure the City is not in a position where the system becomes non-functioning or puts the organization at risk.

The City of Saint John requires a team of qualified professionals with proven experience in ERP projects, including overall project management, change management, process improvement, readiness assessment, needs assessment, system permissions and security controls, requirements specification and Request for Proposal (“RFP”) development, software selection assistance, contract negotiations, and implementation services. Project phases and deliverables are described in Appendix E.

1.3 RFP CONTACT PERSON

- 1) For the purposes of this procurement process, the “**City Contact**” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
Supply Chain Management
The City of Saint John
Email: supplychainmanagement@saintjohn.ca
Fax: (506) 658-4742

1.4 TYPE OF CONTRACT FOR DELIVERABLES

- (1) The City will issue a contract to the successful proponent for the scope of services detailed in this request for proposal.

1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

- 1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 DESCRIPTION OF DELIVERABLES

- (1) This RFP is an invitation to submit offers for consulting services for the City’s new Enterprise Resource Planning (“ERP”) System project inclusive of Phase I - Needs and Readiness Analysis; Phase II – Request for Proposal (“RFP”) Development; Phase III – Vendor Evaluation and Selection; and IV – Implementation Project Management and Change Leadership Services, as further described in Appendix E – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – SUBMISSION AND EVALUATION OF PROPOSALS

3.1 TIMETABLE

- 1) The RFP timetable is tentative only and may be changed by the City at any time.

Milestones	Dates
Issue Date of RFP	Tuesday, April 5, 2022
Deadline for Questions	Tuesday April 19, 2022 by 4:00 PM ADT
Deadline for Issuing Addenda	Thursday April 28, 2022 by 4:00 PM ADT
Submission Deadline	Thursday May 5, 2022 by 4:00:00 PM ADT
Rectification Period	3 Days from Notification
Anticipated start of Invited Proponent Presentations and Interviews	Monday May 30, 2022
Anticipated Deadline for Issuance of Invitation to Commence Concurrent Negotiations	Monday June 6, 2022
Anticipated Deadline for Submission of Best and Final Offers (“ BAFO ”)	Wednesday June 15, 2022
Anticipated Deadline for Selection of Top-Ranked Proponent	Thursday June 16, 2022
Anticipated Deadline for Negotiation of Final Contract (Including Final Agreement provided to City for Council approval)	Friday June 24, 2022
Council Approval	Monday July 11, 2022

3.2 SUBMISSION INSTRUCTIONS

A. Proposals Shall Be Submitted at the Prescribed Location

- 1) Proposals shall be submitted at:

The City of Saint John
 Supply Chain Management, 1st Floor
 175 Rothesay Avenue
 Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Chris Roberts, SCMP, CPPB, Supply Chain Management

B. Proposals Should Be Submitted in Prescribed Manner

- 1) Proponents should submit one signed original and four bound copies along with one electronic copy (on a properly labeled CD or USB key in PDF format) of the technical proposal and supporting information, and one signed original copy and four bound copies along with one electronic copy (on

a properly labeled CD or USB key in PDF format) of the financial proposal and supporting information.

- 2) The technical proposal should be sealed in an envelope, clearly indicating the proponent's name and address and marked: **"Technical Proposal: 2022-092201P – Consulting Services - Enterprise Resource Planning (ERP) System Consulting Services"**.
- 3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent's name and address and marked: **"Financial Proposal: 2022-092201P – Consulting Services - Enterprise Resource Planning (ERP) System Consulting Services"**.
- 4) In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.
- 5) Proposals sent by fax or email will be rejected.

C. Proposals Shall Be Submitted on Time

- 1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- 2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

D. Amendment of Proposals

- 1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

E. Withdrawal of Proposals

- 1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 STAGES OF PROPOSAL EVALUATION

- 1) The City will conduct the evaluation of proposals and selection of the top-ranked proponents in the following four stages described in further detail below:

Stage I – Mandatory Requirements and Rectification;
Stage II – Evaluation of Rated Criteria and Pricing;
Stage III – Concurrent Negotiations and BAFO; and

Stage IV – Final Ranking and Selection.

A. Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix B)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix C)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Rates must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix D)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix E – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix E shall be disqualified.

B. Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix E – Section B – Evaluation Criteria.

C. Stage III – Concurrent Negotiations and BAFO

Once the proposals have been evaluated, the City intends to invite up to three highest ranked proponents to enter into concurrent negotiations. However, if after the completion of Stage II, there is a difference of greater than 20% between the total score of the top-ranked proponent and the total score of the second-ranked proponent, the City may choose to enter into direct negotiations as contemplated in Part 4 with the top-ranked proponent. If there is a difference of greater than 20% between the total score of the second-ranked proponent and the third-ranked proponent, the City may choose to invite only the two highest ranked proponents to enter into concurrent negotiations.

During the concurrent negotiations, the City may provide each proponent with any additional information and may seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each qualified proponent may be invited to revise its initial proposal and submit its BAFO to the City. Each BAFO will be evaluated against the same criteria set out in Appendix E – Section B – Evaluation Criteria.

D. Stage IV – Final Ranking and Selection

The highest ranked proponent based on the evaluation of the BAFOs in Stage III may be selected to enter into a final round of negotiations to finalize the agreement in accordance with the terms contained in Part 4.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 GENERAL INFORMATION AND INSTRUCTIONS

A. Proponents to Follow Instructions

- 1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

B. Information in RFP Only an Estimate

- 1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- 2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

C. Proponents Shall Bear Their Own Costs

- 1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, or costs of negotiation and submission of BAFO.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

A. Proponents to Review RFP

- 1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- 2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

B. All New Information to Proponents by Way of Addenda

- 1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- 2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix B, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

C. Post-Deadline Addenda and Extension of Submission Deadline

- 1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

D. Verify, Clarify and Supplement

- 1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

E. No Incorporation by Reference

- 1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

F. Proposal to Be Retained by the City

- 1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

A. Selection of Top-Ranked Proponent

- 1) The top-ranked proponent, as established under Part 3 – Section 3.3 – Subsection 1.D – Stage IV – Final Ranking and Selection, will receive a written invitation to enter into direct contract negotiations with the City.

B. Timeframe for Negotiations

- 1) The City intends to conclude negotiations with the top-ranked proponent within 15 Business Days commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

C. Process Rules for Negotiations

- 1) Any negotiations will be subject to the process rules contained in this Part 4 and Appendix B will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing from the proponent.

D. Sample Agreement

- 1) The agreement issued to the successful proponent will be of the form found in Appendix A.

E. Failure to Enter Into Agreement

- 1) Proponents should note that if the parties cannot conclude negotiations of a contract within the allotted 15 Business Days, the City may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 and Appendix B, there will be no legally binding relationship created with any proponent prior to the execution of a written contract.
- 2) With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the City may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the City may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

F. Notification to Other Proponents

- 1) Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed by the City and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting on the City’s website in the same manner that this RFP was originally posted of the outcome of the procurement process.

G. Debriefing

- 1) In addition to the notification as described in Part 4 – Section 4.3 - Subsection F – Notification to Other Proponents and upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 Business Days after such notification.
- 2) The acceptance of the successful proposal shall not be discussed during a debriefing.

H. Procurement Protest Procedure

- 1) The parties shall attempt to negotiate all disputes in good faith.
- 2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

A. Conflict of Interest

- 1) The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, “Conflict of Interest” has the meaning ascribed thereto in Appendix B – Section H – Conflict of Interest.

B. Prohibited Proponent Communications

- 1) A proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in Appendix B.

C. Proponent Not to Communicate with Media

- 1) A proponent may not at any time directly or indirectly communicate with the media or make any public comment in relation to this RFP, or any contract entered into pursuant to this RFP, without

first obtaining the written permission of the City's project manager. Proponents will notify the project manager of any requests for information or interviews from the media.

D. No Lobbying

- 1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

E. Illegal or Unethical Conduct

- 1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

F. Past Performance or Inappropriate Conduct

- 1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- 2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 CONFIDENTIAL INFORMATION

A. Confidential Information of City

- 1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and

(d) Shall be returned by the proponents to the City immediately upon the request of the City.

B. Confidential Information of Proponent

- 1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 PROCUREMENT PROCESS NON-BINDING

A. No Contract A and No Claims

- 1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- 2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

B. No Contract until Execution of Written Contract

- 1) The RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the successful negotiation and execution of a written contract for the acquisition of such goods and/or services.

C. Non-Binding Price Estimates

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

D. Disqualification for Misrepresentation

- 1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

E. Cancellation

- 1) The City may cancel or amend the RFP process without liability at any time.

4.7 GOVERNING LAW AND INTERPRETATION

A. Governing Law

- 1) The terms and conditions in this Part 4:
 - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

4.8 DISPUTE RESOLUTION PROCEDURE

- 1) Any disputes and controversies arising out of, or in any manner relating to this RFP shall be subject to the following dispute resolution procedure:
 - (a) All disputes arising out of, or in connection with, this RFP, shall within two Business Days of notice to the City Contact be referred for resolution to the dispute resolution monitor.
 - (b) If the dispute resolution monitor cannot resolve a dispute within ten consecutive days, such dispute shall be documented in writing and identical copies shall be submitted for resolution to a qualified mediator agreeable to both parties.
 - (c) The mediator shall be entitled to establish his or her own practices and procedures. Each party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within ten consecutive days following the mediator's appointment. The mediation shall not be in the nature of arbitration as contemplated by the *Arbitration Act* (1992), New Brunswick, and the mediator's decision shall not be binding upon the parties, but shall be considered as a *bona fide* attempt by the mediator to judiciously resolve the dispute.
 - (d) The decision of the mediator shall be rendered in a written report, not to exceed two pages in length, delivered to the parties within ten consecutive days following the last of such presentations. The fees of the mediator shall be shared equally by the parties.

- (e) The mediation shall be terminated upon: (i) the execution of a settlement agreement by the parties; (ii) a written declaration of one or more parties that the mediation is terminated; or (iii) a written declaration by the mediator that further efforts at mediation would not be useful.
- (f) The place of mediation shall be the City of Saint John and Province of New Brunswick.
- (g) If mediation is unsuccessful either party shall be entitled to pursue such other remedies as permitted by law.

[End of Part 4]

APPENDIX A – SAMPLE AGREEMENT

AGREEMENT

This Agreement made in duplicate copies this ____ day of _____, 2022.

BETWEEN:

THE CITY OF SAINT JOHN, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “City”
OF THE FIRST PART

and

XX a Consulting Firm, having offices located at XX in the City of Saint John and the Province of New Brunswick], hereinafter referred to as the “Consultant”

OF THE SECOND PART

WHEREAS the City issued Request for Proposal **XXP** for **XX Services** (the “Request for Proposal”); and

AND WHEREAS the Consultant submitted a technical proposal dated **XX, 2022** and a financial proposal, dated **XX, 2022** in response to the Request for Proposal (collectively, the “Proposal”); and

AND WHEREAS the Request for Proposal and the Proposal are attached hereto as Schedules “A” and “B” respectively and form part hereof;

AND WHEREAS the Financial Proposal forms part of the Proposal, is attached hereto as Schedule “C”; and

AND WHEREAS the Common Council at its meeting held on [Date] resolved that:

“That as recommended by the City Manager ...”

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in the Request for Proposal and the Proposal, the parties for themselves, their successors and permitted assigns respectively, mutually agree as follows:

1. The Consultant shall perform the services and carry out the terms and conditions set out in the Request for Proposal and the Proposal.
2. The City shall pay the Consultant, in return for the services performed, fees as outlined in the financial proposal part of the Proposal, plus HST.

Term

3. The terms of this Agreement is for XX.

Termination

4. The City may immediately terminate this Agreement upon giving notice to the Consultant where:
 - a. The Consultant makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Consultant under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation;
 - b. The Consultant breaches any of the terms or conditions of the within Agreement;
 - c. In the City's reasonable opinion, the Consultant, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the City;
 - d. The Consultant undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Consultant's ability to satisfy some or all of its obligation under the within Agreement;
 - e. The Consultant subcontracts for the provision of part or all of the services without first obtaining the written approval of the City.

The above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

Performance

5. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Non-Performance

6. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

Indemnification

7. The Consultant hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, for third party bodily injury (including death), personal injury and damage to real or tangible personal property, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Consultant, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Consultant's obligations under, or otherwise in connection with, this Agreement. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

Remedies

8. Upon default by either party under any terms of this Agreement, and at any time after the default, either party shall have all rights and remedies provided by law and by this Agreement.
9. No delay or omission by either party in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, either party may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of each party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

Mediation

10. All disputes arising out or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Despite this Agreement to mediate, a party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time. The place of mediation shall be the City of Saint John and Province of New Brunswick.

Force Majeure

11. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public

authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.

No Assignment

12. This Agreement is not assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

Time

13. This Agreement shall not be enforced, or bind any of the parties, until executed by all the parties named in it.

Notices

14. Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid, mailed in a Canadian post office and prepaid courier, addressed, in the case of notice to the City of Saint John, to the Common Clerk, 15 Market Square, P. O. Box 1971, Saint John, New Brunswick, E2L 4L1 and in the case of notice to XX – XX, Saint John, New Brunswick, XX or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be 5 days after the mailing.

Amendments

15. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party.

Acknowledgment of Terms and of Entirety

16. It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt within it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

Further Documents

17. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

Validity and Interpretation

18. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

19. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

APPENDIX B – SUBMISSION FORM

A. Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Fax Number:	
Company Website (If any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

B. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal

relationship or obligations created until the City and the selected proponent have executed a written contract.

C. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the rates set out in Appendix C and has provided a list of any subcontractors to be used to complete the proposed contract.

D. Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form (in separate envelope marked "Financial Proposal")	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

E. Non-Binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in this RFP and in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

F. Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

G. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

H. Conflict of Interest

For the purposes of this RFP, the term “**Conflict of Interest**” means:

- (a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that:

- (a) There was no Conflict of Interest in preparing its proposal; and
- (b) There is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

I. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

A. Consulting Fee

Provide total costs in the field below. Cost should be **without** the applicable taxes.

Total Cost (Numeric): _____

Total Cost (Written): _____

B. Breakdown of Costs

Cost quotation should provide total estimate of fee along with a breakdown of hours, travel / other expenses, and hourly rate and responsibilities (i.e., team role such as senior consultant, project manager) per team member. Cost should also be broken down for each phase of the project. The table provided below should be used in the Financial submission

Phase	Team Member	Hourly Rate	Effort (hours)	Travel/ Expenses	Total Cost
Phase I: Readiness & Needs Assessment					
Phase II: Request for Proposal (RFP) Development					
Phase III: Vendor Evaluation and Selection					
Phase IV: Implementation Project Management and Change Leadership Services					

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained services as those requested in this RFP for each of the four (4) phases from the proponent in the last three years (may be up to 12 references).

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment, including deliverables:	

APPENDIX E – RFP PARTICULARS

A. The Deliverables

The City of Saint John is soliciting proposals from qualified consulting firms to provide Enterprise Resource Planning (“ERP”) System Consulting Services, which will be split into the following four phases.

- Phase I – Readiness and Needs Assessment
- Phase II – Request for Proposal (“RFP”) Development
- Phase III – Vendor Evaluation and Selection
- Phase IV – Implementation Project Management and Change Leadership Services

The City reserves the right to proceed or not proceed at the conclusion of each phase and to issue an RFP for ERP consulting services at a later date. The successful proponent of consulting services will not be eligible to bid on the supply and installation of a new ERP system for the City of Saint John.

BACKGROUND

The City of Saint John started the implementation of its current ERP system in 1998. The primary benefit of the current system is the integration among all applications, supporting internal City functions from human resources, finance, workorders to procurement, as well as public facing services. Selection of the system was based on vendor experience with public safety applications. The current ERP system supports all City operations as well as several of its agencies, boards, and commissions including Police, Transit, and Pension.

While the current ERP has served the City well for more than 20 years, it is no longer able to securely support more advancing business and financial reporting processes. Several of the ERP applications implemented in the early 2000s have been replaced with stand-alone solutions to meet evolving service needs. The current ERP is running on an operating system that presents challenges with new hardware and the City’s current technology environment.

Replacement of the system is overdue, and the proposed solution will set the City on the right course for meeting the existing and future needs of a growing and vibrant municipality. The goal is to implement a system that will create efficiencies, ensuring more resources can be dedicated to core business activities and service delivery, enhance internal controls, better mitigate financial and reputation risks, and move the City closer to a paperless environment. Implementation of a new system must ensure the City maintains or enhances its security posture. Timely replacement of the ERP system will ensure the City is not in a position where the system becomes non-functioning or puts the organization at risk. The City of Saint John’s current ERP system supports the following business processes and service functions.

Financial Applications

- Financial Management
- Purchasing / Inventory
- Accounts Receivable
- Accounts Payable
- Cash Receipts

- Fixed Assets

Human Resources

- Human Resource Information System
- Payroll / Personnel

Community Services

- Building Permits
- Code Enforcement
- Land Management
- Planning & Engineering

Utilities and Services

- Water Utility Billing and Collections
- Work Order / Facility Management
- Parking Tickets

Administrative Functions

- Document Management Services
- Report Writer
- Interface Services

Applications that could be provided by the City's current vendor but running on a stand-alone solution include the following.

- Customer Relationship Management (CRM)
- Fleet and Risk Management

Other applications that may need integration include:

- Online payments
- Records and Document Management
- Financial reporting
- Analytics applications
- Microsoft tools
- Electronic document signatures
- Recreation facility management tools

The City is also in the process of selecting and implementing a new Asset Management System with future integration to the City's ERP system and significant reliance on GIS applications.

The City's current vendor also supports public safety applications including computer aided dispatch ("CAD") and records management systems ("RMS") for both Fire and Police services. These applications are separate from the City's ERP and are in the process of being replaced. Integration of some public safety applications will be part of the needs assessment.

Security of the City's information systems and data is paramount. The successful Proponent must be able to work with vendors and the City's Information Technology team to ensure all security requirements are met.

The successful Proponent will be required to sign a non-disclosure agreement (NDA) to ensure the security and confidentiality of the City's information systems and data during and after the completion of the project.

The Proponent should be aware that the City's data is subject to Right to Information and Protection of Privacy Act (RTIPPA) legislation. This legislation should be considered in the development of the needs analysis and the RFP process for acquiring a new ERP.

ERP GOALS

ERP deployment or migration is a critical part of an organization's digital transformation efforts. The City of Saint John's investment into a new ERP system focuses on modernizing operations and service delivery to citizens. The solution is intended to redefine how employees, citizens, and customers interact with the City to ensure the most cost-effective use of limited resources. With a commitment to innovation, the City is looking to implement an ERP solution that is affordable, reliable, scalable, and secure to meet the needs of an evolving community.

The final ERP solution is expected to support the City in managing performance and evidence-based decision-making. Implementing a new ERP system is a great opportunity to make use of advanced data analytics to anticipate future needs.

Enhancing the user experience is foundational in migrating to a new system. The ERP must support employees working effectively and efficiently both in the office, remotely, and in the field, while providing the necessary integration to communicate and engage with our citizens and customers. The City is looking to accomplish these goals with limited to no customization and intuitive processes to ensure the system will evolve with the organization's needs.

SCOPE OF WORK

The City of Saint John requires a team of qualified professionals with proven experience in ERP projects, including overall project management, change management, process improvement, readiness assessment, needs assessment, system permissions and security controls, requirements specification and Request for Proposal ("RFP") development, software selection assistance, contract negotiations, and implementation services.

The project will be split into four phases. The successful Proponent must identify experience in all four of the following phases.

- Phase I – Readiness and Needs Assessment
- Phase II – Request for Proposal (RFP) Development
- Phase III – Vendor Evaluation and Selection
- Phase IV – Implementation Project Management and Change Leadership Services

Phase I – Readiness and Needs Assessment

Phase I will involve the completion of a readiness assessment to manage the transition to a new ERP and a needs assessment that will provide the framework for RFP development to select a system that will meet the evolving needs of the City of Saint John.

The readiness assessment must identify the potential challenges that might arise when selecting a new ERP and implementing new procedures, structures, and processes within an evolving organizational context. The results of the readiness assessment are intended to support change management activities and ensure proper processes for communication and feedback are set up.

The migration to a new ERP represents a transformational change in how the City currently operates and must have a management approach that will successfully support users in this transition, while cost-effectively meeting business and service needs. Recommendations developed as an outcome to this phase will outline work the City should undertake to prepare for the ERP migration (e.g., chart of accounts structure, data cleaning). These recommendations should include identification of data migration for any records the City will absolutely need to move to the new ERP.

The needs assessment will focus on the documentation of functional requirements needed to run and streamline the City's business practices. These requirements will provide the basis for RFP development to provision a new ERP system. The successful Proponent must meet and work with all service areas and key stakeholders to develop the system requirements to meet operational outcomes and the goal set out for a new ERP. Service areas will be interviewed to establish process improvement and requirements, with industry best practices as a consideration. The focus will be on supporting service areas in efficiently meeting business outcomes, not simply migrating current practices into a new system.

Assessment of readiness and ERP needs will be completed in consultation with the City's ERP project team and service areas including, but not limited to: Finance, Human Resources, Information Technology, Growth & Community Services, Public Safety Services, Public Works & Transportation Services, and Utilities & Infrastructure Services.

Deliverables in this phase include the following **and must be completed by December 31, 2022**.

- a) Assessment of the City's readiness to migrate to a new ERP system and plan to address opportunities and challenges throughout each phase of selection and implementation.
- b) Recommendation of work the City should undertake to prepare for migrating to a new ERP (i.e., Chart of Accounts).
- c) Documentation of consultation with service areas and users to identify the requirements to enable the City's business processes. This includes any standalone applications that must integrate with core ERP functionality. A particular focus should be placed on how a modern system can streamline processes and benefit the City.
- d) Identification of gaps in the current system and improvements that can be realized with a new ERP to meet business and customer needs.
- e) Recommendation of functionality that should be considered as part of the ERP solution and/or appropriate integrations with stand-alone applications based on cost-benefit analysis for migration to a new system (e.g., CRM, Asset Management).

- f) Determination of technical requirements for stand-alone applications to ensure secure connectivity to the final ERP solution.
- g) Specification development for the new ERP that fully supports the City's required business processes and maximizes collaboration, information sharing, and the secure, smart use of technology.

Phase II – Request for Proposal (RFP) Development

The objective of Phase II is to work with the City's ERP Core Project and Supply Chain Management Teams to create a RFP for a new ERP system. The functional and technical requirements will be developed from the Phase I deliverables. The RFP must identify applications or modules that are to be included as part of the City's ERP solution, any required interfaces to work with existing stand-alone applications, and optional applications that could be considered for future implementation. Deliverables in this phase include the following **and should be completed by March 28, 2023**.

- a) Request for Proposal that adheres to the City's format, including the following elements:
 - Functional and Technical Requirements
 - Comprehensive list of functions identified, with appropriate prioritization
 - Reporting objectives and data-analytics capability
 - Identify existing software and hardware to ensure compatibility
 - Data migration requirements
 - Security requirements
 - Project approach and timelines
 - Experience and references in supporting municipal governments in meeting their ERP needs
 - Other requirements recommended by the successful Proponent
 - Financial Requirements
 - System costs – Options for on-premise, hosted, or hybrid solutions
 - Installation costs – Project management, professional, and/or technical fees
 - Migration costs – Fees for data migration, if applicable

Phase III – Vendor Evaluation and Selection

The objective in Phase III is to support the City with expertise in the evaluation of submitted bids and select a new ERP solution that aligns with the specifications outlined in the RFP.

Deliverables in this phase include the following **and should be completed by June 30, 2023**.

- a) Distribution list that includes most of the major ERP solution vendors in the market.
- b) Assistance to the City in responding to vendor questions and developing corresponding addenda.
- c) Coordination and facilitation of a pre-proposal meeting, if necessary.
- d) Review vendor function/technical and financial proposals, identifying issues, risks, exceptions, omissions, and objections. Review is to focus on the vendor's ability to meet minimum requirements and align with the evaluation criteria within the RFP.

- e) Participation in evaluation team meetings to identify the top preferred vendors to invite for demonstrations. The successful Proponent shall clarify any open items with these short-list vendors before issuing invitations for demonstrations.
- f) Demonstration agenda and requirements, for the City's review, to be provided to the vendor in advance of demonstrations.
- g) Facilitation of vendor demonstrations.
- h) Completion of vendor reference checks, market presence, and confirmation of qualifications.
- i) Assistance with contract negotiations with the selected Vendor, as per the City's appropriate policies and related regulations.

Phase IV – Implementation Project Management and Change Leadership Services

Phase IV is the implementation of the ERP system. During this phase, the successful Proponent will take on a project management role during the ERP system implementation, acting on behalf of the City. Project management will have a change leadership component to support the migration to a new ERP. The City's Core Project team will support this process to coordinate decision-making and internal resource requirements.

Deliverables of this include **and will be completed based on the plan agreed to with the City**. Ideally, the financial and human resource modules should be implemented within one year of the contract award to the ERP vendor. Overall implementation should be completed within 2 to 3 years depending on the functional and technical requirements outlined in the RFP for the ERP system.

- a) Comprehensive project implementation plan, which must include all implementation tasks, deadlines, milestones, sign offs, review periods, and deliverables. The plan must include activities to support the transformational change to new business processes and ERP.
- b) Kick-off meeting with selected vendor representatives and the City's Core Project Team to communicate timetables and expectations.
- c) Provide leadership in supporting the change management program required to successfully implement the new ERP system.
- d) Ensure vendor compliance with the negotiated contract.
- e) Manage data conversion, migration, and validation with support of the City's Core Project Team.
- f) Manage project change orders initiated either by the City or ERP vendor, including analysis on the impact of the change and necessary approvals. Change orders will be approved by the City through the Core Project Team.
- g) Plan for conducting service area/user acceptance testing.
- h) Facilitate documentation of new business processes and integrations.
- i) Facilitate the development and delivery of a training program to migrate to the new ERP system.
- j) Facilitate the implementation of report writing and data-analytic functionality.
- k) Status reporting on progress towards achieving activities and milestones defined in the project timeline.
- l) Close-out and hand-over of the project.

B. Evaluation Criteria

(2) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
Quality and Completeness:	Total 5 points
Is the proposal presented in an organized and professional manner?	5
Approach:	Total 30 points
Proposed governance structure for each phase of the project (i.e., framework of project management, including, rules, procedures, roles, and the division of responsibilities for decision-making processes. Governance must consider responsibilities for communication.	5
Proposed project management methodology for each phase of the project to ensure deliverables are completed on time, within budget and meets the expectations set out in this RFP. Project management methodology must include tools for communication on requirements and status throughout the engagement.	5
Proposed approach to achieving the deliverables outlined in this RFP for each phase of the project inclusive of all activities and proposed project schedules/timelines.	5
Identify the project team that the Proponent will assemble to support the City in planning, selecting, and implementing a new ERP system, outlining roles and responsibilities for each phase of the project . Identify any City resources or sub-contracted support that will be required to complete the project deliverables.	5
Proposed approach to change leadership for each phase of the project to gain stakeholder and user support in the migration to a new ERP.	5
Proposed value-add services the Proponent can supply in supporting the City through each phase of the project . This includes any other requirements the City should consider in selecting and migrating to a new ERP, ensuring the system remains relevant in an evolving information systems and security environment	5
Experience:	Total 35 Points
Provide the experience of the proposed Project Team for the deliverables outlined in Experience Phase I: Readiness and Needs Assessment. Experience of proposed team members must be included.	10
Provide the experience of the proposed Project Team for the deliverables outlined in Experience Phase II: Request for Proposal (RFP) Development. Experience of proposed team members must be included.	8
Provide the experience of the proposed Project Team for the deliverables outlined in Experience Phase III: Vendor Evaluation and Selection. Experience of proposed team members must be included.	7
Provide the experience of the proposed Project Team for the deliverables outlined in Phase IV: Implementation Project Management and Change Leadership Services. Experience of proposed team members must be included.	10
Cost:	Total 30 points
Proposed costs for this project are to be submitted under the Financial Proposal and in the required format (Appendix C).	30
TOTAL POINTS FOR STAGE II	100

C. Submission Requirements

1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality & Completeness - Total of 5 Points

- Effectively show how each of the Appendix E deliverables for **each phase of the project** are or are not met.
- Organization and professionalism of the proposal will be rated as an example of the Proponent's work product.

(b) Approach - Total 30 Points

- Provide a governance plan that identifies the project structure and responsibilities. The plan should include the communication processes to ensure the project is successful.
- Provide the project management approach to be used through all each phase of the project inclusive of all activities and proposed project schedules/timelines to achieve all deliverables defined in the RFP.
- Provide the project team that Proponent will assemble to support the City in planning, selecting, and implementing a new ERP system, outlining roles and responsibilities for **each phase of the project**. Include an estimate of the types of City resources and sub-contracted support required to complete the project.
- Provide the approach the Proponent will use to support the City in leading change of technology and processes for each phase of the project to gain stakeholder and user support in the migration to a new ERP.
- Provide any value-add services the Proponent can supply in supporting the City through each phase of the project. This includes any other requirements the City should consider in selecting and migrating to a new ERP, ensuring the system remains relevant in a evolving information systems and security environment

(c) Experience and Expertise of Proponent – Total 35 Points

- Provide a history of the organization and time managing similar projects through all phases of the engagement outlined in the City's RFP for *ERP Consulting Services*.
- Provide the experience of each member of the Proponent team as it relates to the roles and responsibilities on the projects provided in the references.
- Include a curriculum vitae for each team member of no more than two pages.
- Provide at least three references that demonstrate experience in each of the of the four (4) phases of project (up to 12 references) as outlined in Appendix D of this RFP. References must be relevant and describe work completed in the in the last three years.

(d) Financial Proposal – Total 30 Points

- Completed Pricing Form as provided in Appendix C.

The City is interested in compensation models that provide best value for money for the City. In assigning points in this category, the evaluation team will engage in a comparative evaluation of Appendix C, proposed compensation models and estimates for total costs received and evaluate them based on considerations which, in the sole opinion of the City, are relevant to a determination of best value for money. For greater

certainty, the lowest estimate of total costs will not necessarily be found to offer the best economic value over the term of contract.