



The City of Saint John

Request for Proposals

for

**Consulting Services –Readiness Assessment and Requirements Analysis -
Enterprise Resource Planning (ERP) System**

Saint John, New Brunswick

Request for Proposals No.: 2022-092205P

Issued: August 5, 2022

Submission Deadline: Thursday, September 8, 2022, 4:00:00 pm, ADT

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
A. Governing Law	16
4.8 DISPUTE RESOLUTION PROCEDURE.....	16
APPENDIX A – SAMPLE CONTRACT	18
APPENDIX B – SUBMISSION FORM.....	24
APPENDIX C – PRICING FORM*	28
APPENDIX D – REFERENCE FORM.....	29
APPENDIX E – RFP PARTICULARS	30
B. A. The Deliverables.....	30
C. Evaluation Criteria.....	31

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 to complete a Readiness Assessment and Requirements Analysis for a new Enterprise Resource Planning (ERP) system, 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 many 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 and the integration of 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, a modernized solution is required to meet the demands of new technology, for example, to complete integrations and take advantage of new opportunities such as new tools in data analytics. 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 to ensure more resources can be dedicated to core business activities and service delivery; enhance internal controls; manage risk; move the City closer to a paperless environment; and improve the customer service experience. 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 leading organizations in defining service, functional, and technical requirements to support them in meeting their goals.

The implementation of a new ERP represents a transformational shift for the City of Saint John. The successful Proponent must have the experience to challenge the status quo to identify areas for improvement. This includes the ability to provide examples of how other municipalities are using their systems or be able to discuss best practices.

The successful Proponent must have the necessary change management experience to build buy-in from the start of the project in terms of defining requirements to set the City’s ERP project up for

success. This includes experience in assessing readiness, documenting business requirements and making recommendations on how the City should best prepare for a migration to a new ERP.

Specific consulting engagement 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 similar to the form found in Appendix A.

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 to complete a Readiness Assessment and Requirements Analysis for a new Enterprise Resource Planning (ERP) system, 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	Friday, August 5, 2022
Deadline for Questions	Tuesday, August 30, 2022, 4:00 pm, ADT
Deadline for Issuing Addenda	Thursday, September 1, 2022, 4:00:00 pm, ADT
Submission Deadline	Thursday, September 8, 2022, 4:00:00 pm, ADT
Rectification Period	3 Business Days
Anticipated Council Approval	Monday October 17, 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: 2022-092205P - Consulting Services – Readiness Assessment and Requirements Analysis - Enterprise Resource Planning (ERP) System**”.
- 3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2022-092205P - Consulting Services – Readiness Assessment and Requirements Analysis - Enterprise Resource Planning (ERP) System**”.

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 proponent in the following three stages described in further detail below:

Stage I – Mandatory Requirements and Rectification

Stage II – Evaluation of Rated Criteria and Pricing

Stage III – Selection and Final Negotiation

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 D – Section B – Evaluation Criteria. The City may shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may amend this number accordingly.

C. Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

[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 III – Final Ranking and Selection, may 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. Terms and Conditions

- 1) The terms and conditions described in Appendix A are expected to be included in the contract and form the starting point for negotiations between the City and the selected proponent.

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 CONTRACT

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.

Governing Law

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Successors, Assigns

21. This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the parties.

Independent Legal Advice

22. The parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

Acknowledgment of Receipt of Copy

23. Each party acknowledges receipt of a true copy of this Agreement.

Defined Terms

24. When used in this Agreement, the following word or expression has the following meaning:

“Indemnified Parties” means the City, its officers, directors, employees, agents or independent contractors.

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

	Team Member	Hourly Rate	Effort (hours)	Travel/ Expenses	Total
Readiness Assessment and Requirements Analysis					

**Note: Proponents are welcome to attach any other supporting information which may be of value to this form.*

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained services similar to those requested in this RFP from the proponent in the last three years.

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

B. A. The Deliverables

The City of Saint John is seeking a team of qualified professionals with proven experience in ERP projects to complete an ERP Readiness Assessment and Requirements Analysis. The successful Proponent will be required to complete the following scope of work.

- Complete a readiness and needs assessment to develop ERP business requirements.
- Identify and document functional requirements and business processes.

Through facilitated workshops with service areas and stakeholders, the successful Proponent will identify functional requirements to support the City's operations and streamline the City's business processes. The focus will be on supporting service areas in efficiently meeting business outcomes, not simply migrating current practices into a new system. This work will be supported by the City's ERP project team.

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. The successful Proponent is expected to make recommendations on work the City should undertake to prepare for the ERP migration (e.g., chart of accounts structure, data cleaning, change management).

Specific deliverables include the following:

- Recommend work the City should undertake to prepare for migrating to a new ERP (i.e., Chart of Accounts). The Proponent's focus will be on evaluating and documenting current state and areas for improvement. Solutions development is out of scope; i.e. recommending or promoting vendors or proprietary ERP systems is inappropriate.
- Identify the data migration requirements for any records the City will absolutely need to move to the new ERP.
- Assess the City's readiness to migrate to a new ERP and provide recommendations to address opportunities and challenges present in the current business environment to assist the City's ERP project team in getting ready for replacing the ERP currently used by stakeholders. The new ERP must support efficient business processes, and maximize collaboration, information sharing, and the secure, smart use of technology.
- Document consultation with service areas and key stakeholders to identify business, functional and technical requirements, including opportunities for improvements and gaps that can be realized with a new ERP to meet business and customer needs.
- Document consultation with service areas and key stakeholders to identify cost-effective business and service delivery processes.

- Document consultation with service areas and key stakeholders to identify 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.
- Recommend 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).
- Determination of technical requirements to ensure secure connectivity to the final ERP solution.

C. Evaluation Criteria

- 1) 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)
<p>Quality and Completeness:</p> <ul style="list-style-type: none"> • Organization and professionalism of the submission. • Proposal addresses the City’s goals, scope of work, and deliverables outlined in the RFP. 	5
<p>Approach:</p> <ul style="list-style-type: none"> • <i>Governance</i> – Describe the proposed governance structure for the scope of work including roles and responsibilities to support project delivery and decision-making. • <i>Delivery Approach</i> – Describe the proposed project management approach to achieving the deliverables outlined in this RFP, including delivery methods, while meeting the expectations set out in this RFP. • <i>Workplan</i> – Provided a detailed workplan with activities and timelines. • <i>Communications</i> – Describe the approach to communications. • <i>Team</i> – Identify the Proponent’s personnel (i.e., team member) and their roles being proposed for this project including responsibilities to deliver the scope of work outlined in this RFP. • <i>Value-Add</i> – Describe any value-added services that the City might expect as the successful Proponent. 	30
<p>Experience:</p> <ul style="list-style-type: none"> • Describe the experience of the proposed Project Team for the deliverables outlined in Appendix E of this RFP. Experience should be outlined for each proposed team member and relate back to the references provided in Appendix D including role on the project and deliverables achieved. 	35

Cost: <ul style="list-style-type: none"> Proposed costs for this project are to be submitted under the Financial Proposal and in the required format (Appendix C). Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. 	30
TOTAL POINTS FOR STAGE II	100

D. Submission Requirements

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

(a) Quality & Completeness - Total of 5 Points

- Organization and professionalism of the proposal will be rated as an example of the Proponent’s work product.
- Effectively show how each of the deliverables outlined in Appendix E will be achieved.

(b) Approach - Total 30 Points

- Provide a governance plan that identifies the project structure and responsibilities. Specifically, the roles of the Proponent and the City in working collaboratively to achieve the deliverables and objectives outlined in this RFP.
- Provide the project management approach to be used through the engagement to achieve the deliverables.
- Provide a detailed workplan with activities and timelines.
- Provide an overview of how the Proponent will manage communications among Project Team members, key City Stakeholders, and the organization.
- Provide the project team that the Proponent will assemble to support the City in achieving the deliverables outlined in this RFP. Include an estimate of requirements of City resources.
- Provide the approach the Proponent will use to support the City in leading the readiness assessment and documentation of business, functional and technical requirements, including processes, improvements and gaps to incorporate in project planning and solution development.
- Provide any value-add services the Proponent can supply in supporting the City in completing a readiness assessment and requirements analysis.

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

- Provide a history of the organization and experience of managing similar projects.
- Provide the experience of each member of the proposed Proponent team as it relates to the roles and responsibilities on the projects provided in the references.
- Include a curriculum vitae for each proposed team member of no more than two pages.
- Provide at least three references that demonstrate experience for the scope of work outlined in Appendix D of this RFP. References must be relevant and describe work completed in the last three to five years.

(d) Financial Proposal – Total 30 Points

- Complete 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.