



The City of Saint John

Request for Proposals
for
2023-080601P
IT Service Review and Strategy
Saint John, New Brunswick

Request for Proposals No.: **2023-080601P**

Issued: Thursday, February 2nd, 2023

Submission Deadline: Wednesday, February 22nd, 2023

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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 the provision of IT Service Review and Strategy as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 BACKGROUND INFORMATION

- 1) The City of Saint John’s Information Technology (IT) team enables the delivery of all City services including those delivered by several of the City’s agencies, boards, and commissions. These include public facing services such as Development, By-law Enforcement, Growth, Recreation, Parks, Public Works, Transit, Water and Wastewater, Fire, and Police services. Support is also provided to enabling City services such as Finance, Human Resources, Fleet, Facilities, General Counsel, Corporate, and Legislative Services. The City’s IT team supports over 900 users at over 40 locations across the city. Geographically this is a challenge given the city’s boundaries and topography.
- 2) Specifics of the City’s technology, processes, and people will be provided to the successful proponent upon execution of an agreement and sign-off of a non-disclosure agreement. This is to maintain confidentiality around the City’s network for cybersecurity.

1.3 AWARD

- 1) It is the City’s intention to evaluate the deliverables and award will be based on the criteria outlined in Appendix E – RFP Particulars – B. Evaluation Criteria. It is the intent of the City to award this agreement to one proponent only.
- 2) Any resulting contract from this RFP for the services is expected to be valid for one (1) year. The City with the consultant’s mutual agreement may choose to purchase maintenance support for up to two (2) additional one (1) year periods.

1.4 RFP CONTACT PERSON

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

Monic MacVicar, CCLP, CPPB
Procurement Specialist, Supply Chain Management
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.5 TYPE OF CONTRACT FOR DELIVERABLES

- 1) The City will issue a Formal Agreement as per Appendix A to the successful proponent for the scope of services detailed in this request for proposal.

1.6 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 Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of IT Service Review and Strategy 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	Thursday, February 2nd, 2023
Deadline for Questions	Monday February 13th, 2023, at 4:00PM Atlantic Time
Deadline for Issuing Addenda	Wednesday, February 15th, 2023, at 4:00PM Atlantic Time
Submission Deadline	Wednesday, February 22nd, 2023, at 4:00PM Atlantic Time
Rectification Period	3 Business Days after Closing
Anticipated Award Date	TBD

3.2 SUBMISSION INSTRUCTIONS

A. Proposals Shall Be Submitted at the Prescribed Location

- 1) Proposals should 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: Monic MacVicar, CCLP, CPPB

B. Proposals Should Be Submitted in Prescribed Manner

- 1) Proponents should submit one (1) signed original and three (3) bound copies of the technical proposal and supporting information, and one (1) signed original copy and three (3) bound copies of the financial proposal and supporting information. Proponents should also submit one (1) electronic copy of both the technical and financial proposals on a flash drive.
- 2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2023-080601P – “IT Service Review and Strategy”**”.
- 3) (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2023-080601P – “IT Service Review and Strategy”**”.

C. Proposals Shall Be Submitted on Time

- 1) Proposals shall be submitted in the Prescribed manner on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- 2) Immediately following the Submission Deadline, proposals will be opened and 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 highest ranked proponent in the following three stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) 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. Fees 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 – Selection and Final Negotiation

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

During the negotiation, the City will provide the top-ranked proponent with any additional information and will seek further information and proposal improvements. After the negotiation, the top-ranked proponent will be invited to revise its initial proposal and submit its 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, and/or presentations.

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 DEBRIEFING

(A) Debriefing

- (1) 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 calendar days after such notification.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

(B) 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 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) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(C) 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.

(D) 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.

(E) 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 the highest ranked proponent for the purposes of entering into a contract. 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 issuance of a purchase order 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 issuance of a purchase order, 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, omissions, 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 CONSULTANT'S INSURANCE

(A) Insurance

(1) The Consultant, at no expense to the City, shall obtain and maintain in full force and effect during the term of this Contract, a policy or policies of insurance with the following minimum limits of liability:

- (a) Professional Errors and Omissions Liability Insurance

The Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

The City will be given 30 days notice in case of cancellation or material change of the policy.

4.9 TERMS OF CONTRACT

(A) Term of Contract

(1) The terms and conditions described in Appendix A will form the contract. Any negotiations of these terms must be included in your proposal submissions and will be reviewed by the City for possible acceptance.

[End of Part 4]

APPENDIX A
FORMAL AGREEMENT



AGREEMENT

2023-080601P

IT Service Review and Strategy

Saint John, NB

AGREEMENT

This Agreement made in duplicate copies this ____ day of _____, 2020.

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

[Name of Organization], a [type of organization], having offices located at [address], in the City of [City] and the Province of [Province], hereinafter referred to as the “Consultant”

OF THE SECOND PART

WHEREAS the City issued Request for Proposal **2023-080601P** for **IT Service Review and Strategy** (the “Request for Proposal”); and

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

AND WHEREAS the Request for Proposal and the Technical 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:

“[Resolution].”

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. Any resulting contract from this RFP for hardware, software, maintenance, support and monitoring services is expected to be valid for one (1) year. The City with the consultant's mutual agreement may choose to purchase maintenance support for up to two (2) additional one (1) year periods.

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 the Consultant to [Address], 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 ensure 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.

Cyber and Data Security

25. The Consultant acknowledges and agrees that cyber and data security are always of foremost importance, but particularly so when certain technical information is discussed.

Further to this, the Consultant acknowledges and agrees that all representatives of the Consultant that will have or potentially have access to the Information Technology service area, information, staff and customers shall be obligated to execute the Non-Disclosure Agreement that is attached hereto as Appendix J.

The Consultant further acknowledges and agrees that it is fully certified pursuant to Canadian standards respecting Payment Card Industry (“PCI”) compliance as it relates to cyber and data security, that such certification shall remain in good standing during the term of this agreement and that upon execution of this agreement and at annual intervals thereafter during the term of this agreement the Consultant shall furnish to the City evidence of such certification by providing a copy of its certificate in good standing to the City. If, at any time, the Consultant loses this certification or otherwise ceases to hold same, it shall notify the City within two (2) business days of such event pursuant to the provisions respecting the giving of notice under this agreement. Failure to hold the PCI certification shall be sufficient grounds for the City to terminate the agreement with the Consultant immediately and without penalty.

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 subconsultants 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.

Executed under the seal shown below, with the intent that such execution take effect as a deed.

APPENDIX C – PRICING FORM

A. Pricing for IT Service Review and Strategy

- 1) Please provide cost associated with the services as defined in Appendix E – RFP Particulars – Section A - The Deliverables. Pricing is to be exclusive of HST/GST.

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 (CRM software implementation for a municipal government) 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

A. The Deliverables

1. Objective

The City of Saint John is seeking experienced consultants to support the development of a Five (5)-Year Information Technology (IT) Strategic Plan ('Strategy') that provides short-term and long-term guidance for the municipality's IT, tailored to meet evolving service delivery needs. The development of the plan will be preceded by an operational review of the current IT service and network infrastructure to document frameworks, structure, and processes in place. The goal is to ensure that information technology services are a platform for innovative and progressive business process improvements that will assist in ensuring the effective and efficient delivery of high-quality services by the City's service areas to the citizens and visitors to Saint John and to those that do business with the City.

The Strategy must take a security first approach, while ensuring the IT team has the tools and resources to enable the functionality required by service areas to cost-effectively deliver service. The Strategy will provide recommendations on network and software improvements, IT tools to improve the cost-effectiveness of service delivery, governance, organization structure, and human resources (including roles, responsibilities, and skill sets) required to deliver IT services to our customers. The timeframe for the Strategy is five years, reflecting evolving technology and cybersecurity requirements. The Strategy must address the need to attract and retain talent in a competitive market for information technology skills. Municipal government offers a unique work experience that is difficult to compete with the private sector. Contracting out for service as a solution must add value to the organization and be cost-efficient.

2. Assessment of IT Systems, Structures, Policies and Processes

The successful Proponent will conduct an assessment and provide preliminary recommendations to address immediate, short to long-term vulnerabilities and needs. The consultant will then facilitate a process to review the recommendations and determine the future direction of IT at the City of Saint John.

The successful consultant will conduct an assessment including but not limited to the following topics:

a) IT infrastructure:

- All existing network infrastructure, technology systems, and software used throughout the City of Saint John and its agencies, boards, and commissions
- Vulnerabilities in accessing the systems, including user access rights
- Risks of system failure (infrastructure and software)
- Cybersecurity risks
- Inoperability of existing legacy systems

- b) Current business processes, procedures:
 - Operational processes for service delivery
 - Documentation of infrastructure and software architecture including change management
 - Policies and standard operating procedures for IT users to access City IT resources responsibly and securely
 - Incident response plans and processes
 - Business continuity plans
 - Emergency preparedness
 - Ability to adequately recover from a disaster

- c) Human resources required to support information technology and data management, operations, and the proposed Five (5) -Year IT strategy:
 - Positions with roles and responsibilities
 - Skills and on-going training requirements
 - Organization structure for IT

- d) Needs and opportunities:
 - Current and projected technology needs driven by organizational changes, legislation/regulations, and evolving service requirements, including the benefits of cloud versus on-premise solutions based on service expectations and cost
 - Potential for IT to be better integrated into service work plans across the organization
 - Service area technology assets and processes inventory to use for IT planning and development of service level agreements and make recommendations to create efficiencies with a focus on security
 - Service level agreements for all service areas within the City of Saint John, and the agencies, boards, and commissions for business needs with a focus on security
 - Maximizing potential use of current information systems and data (e.g., Microsoft 365 productivity tools)
 - High-level analysis of enterprise architecture integration opportunities for key applications
 - High-level analysis of the operating budget to provide recommendations on current expenditures (e.g., licensing and maintenance costs) and requirements for additional funds to address recommendations outlined in the proposed Strategy

3. Approach

The successful Proponent is expected to perform and report on an in depth needs analysis and review of the current environment through interviews with the IT team, Department Heads, keys users and elected officials. All documentation that is available on network and software architecture, processes, and service levels will also be provided for the review, along with any information requested by the Proponent if available. It is expected that the needs analysis will reflect best business practices for all service areas (Growth & Community Services, Fire Services, Transportation & Public Works, Utilities and Infrastructure, Corporate Services, and Strategic

Services) and the City's agencies, boards, and commissions (e.g., Police) and how best to integrate existing and new IT services and enhance support.

Provide recommendations for improvement in the form of a five (5)-year IT strategic plan. Recommendations should be supported with comparison to other municipalities with similar complexities, service offerings, and organization size. The plan must prioritize projects and estimate implementation costs and timeframes for recommended changes. The plan should include a five (5)- year capital budget based on recommendations made.

The purpose of the five (5)-year IT strategic plan is to lay out the path to actualizing the IT strategy and vision across the City of Saint John and particularly in IT, given the resources identified in the assessment phase of the project. The successful proponent is expected to collaborate continuously with the IT Project Lead and as required with key stakeholders in the development of the plan.

Tasks undertaken by the successful Proponent may include but are not limited to the following:

- Incorporate decisions made about vision, strategy, and other foundational elements into the plan from the Project Lead, Sponsor, and executive leadership, as appropriate
- Incorporate learning and information gathered during the assessment
- Research costs of IT solutions
- Complete a feasibility analysis to ensure that the recommendations in the plan can be achieved
- Prepare an action plan to implementation strategic recommendations over five years
- Update the City regularly on work progress
- Present drafts of the strategic plan to the City
- Revise strategic plan upon gathering feedback

4. Deliverable

Following the conclusion of the assessment, the City expects at minimum the following deliverables:

1. Detailed report on inventory and analysis of IT infrastructure and systems, including gaps and vulnerabilities.
2. Analysis of IT structure, positions, roles and responsibilities, and skills, including gaps and vulnerabilities.
3. Analysis of IT business process and policies (Standard Operating Procedures – SOPS), including gaps, pain points and current vulnerabilities.
4. Analysis of current IT role within the organization and recommendations on future IT strategy and IT role.
5. Five (5)-year IT strategic plan that cover topics such as, but not limited to:
 - IT governance
 - Replacement planning for hardware and software, including organizational cost-sharing strategy
 - Data management plan
 - Service delivery approach and user/customer expectations (i.e., service levels)

- Updated policies and procedures (new policies and procedures if recommended)
 - Prioritized set of recommendations for immediate, short to long-term solutions.
- The report shall include but shall not be limited to:
- a. Solutions for risks that require immediate mitigation (infrastructure, security, and business solutions)
 - b. Solutions for any identified longer-term risks, gaps, pain points or vulnerabilities (infrastructure, security, and business solutions)
 - c. Opportunities to serve unmet needs
- IT organization structure including roles, responsibilities, and skill sets appropriate for carrying out the strategy and ensure secure, cost-effective operations in relation to the size of the organization
 - Migration plan to implement the necessary human resource complement (both internal and external/contracted resources) with supporting skillsets or job descriptions required for the new structure
 - Strategies for attracting IT talent in a competitive market
 - Metrics for managing IT performance that will support continuous improvement and demonstrate value for investment into this enabling service
 - Cost and time estimate for each recommendation
 - Support presentation of findings and recommendations to the City's Senior Leadership Team and Common Council, as appropriate

Please note that this RFP in no way guarantees that any of the objectives or work identified in the five (5)-year IT strategic plan will be awarded to the successful Proponent. The City will determine how to proceed with the work identified in the IT Strategic Plan.

B. 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)
Quality and Completeness: (5%) <ul style="list-style-type: none"> ○ Has the proponent addressed all of the needs identified? ○ Is the proposal presented in an organized and professional manner? 	5
Technical Proposal: (40%) <ul style="list-style-type: none"> ○ Demonstrated understanding of the Deliverables ○ Does the proponent address all of the requirements? ○ Does the proponent provide value-added services, such as information, processes or options? 	40
Management Proposal: (25%) <ul style="list-style-type: none"> ○ Proposed approach to the delivery of the required services and availability of resources to deliver services in a timely and efficient manner ○ Specific Experience, Qualifications and Expertise of Key Personnel 	25
Financial Proposal: (30%) <ul style="list-style-type: none"> ○ Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. 	30
TOTAL POINTS	200

C. Submission Requirements

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

(a) **Quality and Completeness** – 5 Points

- i. an introduction with respect to the proponent's interest in this opportunity; and
- ii. a description of the proponent's understanding of the scope of services and their role in the context of this RFP.

(b) **Technical Proposal** – 40 Points

- i. demonstrated understanding of the Deliverables
- ii. does the proponent address all of the requirements in the Deliverables
- iii. Value Add
 1. A brief description of what value add the proponent can offer.

(c) **Management Proposal** – 25 Points

- i. Proposed Approach
 - o Work plan outlining the approach and activities that will be undertaken by the Proponent to addresses each of the deliverables outlined in the RFP; and
- ii. Proponent and Key Personnel Experience
 - o Brief description of the proponent;
 - o Description of the services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
 - o Reference Form as provided in Appendix D;

(d) **Financial Proposal** – 30 Points

- i. Completed Pricing Form as provided in Appendix C.

APPENDIX F

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

WHEREAS the City of Saint John (the “**City**”) requires the services of Information Technology Service Provider (the “**Vendor**”) to complete **[Project Name]**

AND WHEREAS the City must permit the vendor to have access to its information technology system in order to facilitate its work;

AND WHEREAS the City takes very seriously the privacy of third parties and the obligations of third party vendors to protect the privacy of third parties;

The contract between the City and the Vendor calls for the Vendor to ensure that its employees, subcontractors and any other person who is given or allowed access to information which is disclosed by the City to the Vendor strictly protect that information.

Therefore and pursuant to and in consideration of the contract, it is mutually agreed that:

1. The Vendor shall as a condition precedent to allowing any sub-contractor, employee or other person to work for the City under the contract or to have access to any information disclosed by the City to the Vendor in the course of the contract, require each sub-contractor, employee or other person to first sign and deliver to the City, the Confidentiality Agreement attached hereto as Schedule “A”.

Dated the ____ day of _____, 2023.

[Company Name]

In signing above, I hereby acknowledge that I have authority to bind **[Company Name]**

SCHEDULE A

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

I, _____, acknowledge and agree that I am an employee of the Vendor and in consideration of being allowed by the City and employee to work for the Vendor on the project described in the contract, I hereby agree and undertake to the City and to the Vendor to abide by the following terms:

1. Except as provided in Section 5, all information disclosed by the City to the Vendor and to me that is related to the project described in the contract, shall be deemed to be confidential information and is hereinafter referred to as the “Confidential Information”.
2. The Confidential Information is to be used solely for the purpose of advising the City and the Vendor with respect to the project.
3. The Confidential Information shall not be reproduced in any form except for internal use of the Vendor. Each such reproduction shall include any ownership and confidentiality legends of the City, which may be included in the original.
4. I shall use all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure.
5. It is understood that the term “Confidential Information” does not include information which:
 - (a) is now or hereafter in the public domain through no fault of myself or the Vendor;
 - (b) prior to disclosure hereunder, is properly within the rightful possession of myself or the Vendor;
 - (c) is lawfully received from a third party with no restriction on further disclosure;
or
 - (d) is obligated to be produced under applicable law or order of a court of competent jurisdiction.
6. It is agreed that material and irreparable harm shall be presumed if I breach any provision of this Agreement.

7. In the event that I become legally compelled to disclose any of the Confidential Information, prior to such disclosure I will provide the City and the Vendor with advance written notice and a copy of the documents and information relevant to such legal action, so the City or the Vendor may seek a protective order or other appropriate remedy to protect their interests in the Confidential Information, and I shall furnish only that portion of the Confidential Information that is legally required.

8. In the event that I leave the employment of the Vendor, any of its agents or subcontractors or anyone to whom the Vendor transmits the Confidential Information, I will not be allowed to have any involvement in any work that directly or indirectly touches upon the subject matter of the contract.

9. There are no understandings, agreements, or representations, express or implied, not specified herein. This Agreement may not be amended except in writing executed by both parties.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to constitute one and the same agreement. This Agreement may be signed and sent by fax or email and this procedure shall be as effective as signing and delivering an original copy. If this Agreement is signed by fax or email, each party agrees to provide the other with an original copy within a reasonable period of time following signature and delivery by fax or email.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

SUB-CONTRACTOR / EMPLOYEE

By: _____
 Name: _____
 Title: _____
 Date: _____