



**The City of Saint John**

**Request for Proposals**

**2024-092204P – Consulting Services - Enterprise  
Resource Planning (ERP) Procurement**

**Saint John, New Brunswick**

Request for Proposals No.: 2024-092204P – Consulting Services - Enterprise Resource  
Planning (ERP) Procurement

Issued: Friday, April 19<sup>th</sup>, 2024

Submission Deadline: Wednesday, May 8<sup>th</sup>, 2024, 4:00:00 p.m., ADT

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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 consulting services regarding our Enterprise Resource Planning (ERP) procurement as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 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  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a Purchase Order to the successful proponent for the scope of services detailed in this request for proposal.
- (2) 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.

### **1.4 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 entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Canadian Free Trade Agreement (CFTA)**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

**[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 regarding our Enterprise Resource Planning (ERP) procurement as further described in Appendix E – RFP Particulars – Section A - The Deliverables.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

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

Issue Date of RFP	Friday, April 19, 2024
Deadline for Questions	Monday, April 29, 2024, 4:00:00 pm, ADT
Deadline for Issuing Addenda	Wednesday, May 1, 2024, 4:00:00 pm, ADT
Submission Deadline	Wednesday, May 8, 2024, 4:00:00 pm, ADT
Rectification Period	3 Business Days
Evaluation	Complete within 2 weeks of closing
Anticipated Deadline for Selection of Highest Ranked Proponent	TBD

### 3.2 Submission Instructions

#### A. **Proposals Shall be Submitted Electronically**

- (1) Proposals are to be submitted via email to:
- (2) supplychainmanagement@saintjohn.ca

#### B. **Proposals Shall be Submitted in Prescribed Manner**

- (1) Proponents shall submit:
- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “**2024-092204P – Consulting Services - Enterprise Resource Planning (ERP) Procurement – Technical Proposal**”; and
  - one (1) signed financial proposal and supporting information in pdf format, clearly identified as “**2024-092204P – Consulting Services - Enterprise Resource Planning (ERP) Procurement – Financial Proposal**”.
- (2) 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.
- (3) Proposals sent by fax or email will be rejected.

#### C. **Proposals Shall Be Submitted on Time**

- (1) Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

#### **D. Amendment of Proposals**

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email and in a form similar to item (B) above. 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. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand 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, 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](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". In Appendix B, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**(C) Post-Deadline Addenda and Extension of Submission Deadline**

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

**(D) Verify, Clarify and Supplement**

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

**(E) No Incorporation by Reference**

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

**(F) Proposal to Be Retained by the City**

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

**4.3 Negotiations, Notification And Debriefing**

**(A) Selection of Top-Ranked Proponent**

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

**(B) Timeframe for Negotiations**

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

**(C) Process Rules for Negotiations**

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

**(D) 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) 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 notification of award.

- (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 Prohibited Conduct**

**(A) 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.

**(B) 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.

**(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, 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 maybe seen to compromise the competitive process provided for in this RFP.

**(D) 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 law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) 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.
  - (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
    - a. Canadian Free Trade Agreement
    - b. City of Saint John Strategic Procurement Policy
    - c. New Brunswick Procurement Act and Regulation 2014-93
  - (e) Reserved Rights
    - The City reserves the right to:
      - a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does

not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.

- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
- i) Assess and reject a proposal on the basis of
  - i. Information provided by references;
  - ii. The proponent's past performance on previous contracts;
  - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
  - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
  - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) **Limitation Of Liability And Waiver**

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

**4.8 Regional Municipalities**

- (1) Unless objected to in their submission(s), the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Province of New Brunswick. This in no way commits these municipalities to accepting this quotation, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.
- (2) The City is not responsible for payment for products or services supplied to any Regional Municipality.
- (3) The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this quotation.

**4.9 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.

#### **4.10 Insurance Requirements**

The consulting engineering firm shall obtain and keep in force, during the full duration of this contract, an Errors and Omissions Liability policy with a minimum limit of two million dollars, and two million dollars per claim.

The policy shall include a clause stating that thirty days' notice of cancellation of this policy will be given to the City of Saint John, by the insurers. Provide evidence of this policy.

The consultant must provide proof of current coverage from WorkSafeNB prior to the start of the work.

The consultant shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars per occurrence. The policy shall include:

- operations of the consultants in connection with this project;
- products and completed operations coverage;
- contractual liability with respect to this project;
- the City of Saint John added as an additional named insured;
- a cross-liability clause;
- non-owned automobile;
- thirty days' notice of cancellation of this policy will be given to the City of Saint John, by the insurers;
- Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

**[End of Part 4]**



## APPENDIX A – FORMAL AGREEMENT

### AGREEMENT

This Agreement made in duplicate copies this \_\_\_\_ day of \_\_\_\_\_, 2024.

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 **2024-092204P** for **Consulting Services - Enterprise Resource Planning (ERP) Procurement** (the “Request for Proposal”); and

AND WHEREAS the Consultant submitted a technical proposal dated **XX, 2024** and a financial proposal, dated **XX, 2024** 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.



## PPENDIX 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 response 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:	
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 Supply Agreement.

**(C) Ability to Provide Deliverables**

The proponent has carefully examined this 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 prices set out in the Pricing Form.

**(D) Mandatory Forms**

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

FORM	INITIAL TO ACKNOWLEDGE
<b>Submission Form</b>	
<b>Pricing Form</b>	
<b>Reference Form</b>	

**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 fees in accordance with the instructions in this RFP and in the Pricing Form set out 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 quotation 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) 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 advisers 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) Pricing Form**

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 deliverable of the project. The table provided below should be used in the financial submission.

Deliverable	Team Member	Hourly Rate	Effort (hours)	Travel/ Expenses	Total
1. Procurement Strategy					
2. Request for Proposal (RFP) Development					
3. Vendor Evaluation and Selection					

*\*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 similar goods or services to those requested in this RFP from the proponent in the last two years.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## APPENDIX E – RFP PARTICULARS

### (A) The Deliverables

#### (1) Scope of work

The City of Saint John will be replacing its current legacy ERP system with a new software solution 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.

The City is seeking the support of a qualified individual(s) to aide in the ERP Procurement Process. The successful proponent will work with City staff and procurement specialists to support the development of a comprehensive procurement strategy and Request for Proposal (RFP) that will position the City to attract the best solution possible for our needs, including evaluation, selection and award of RFP to selected vendor. Staff anticipate the procurement process to span over the course of eight (8) to ten (10) months, with award of the contract to the selected ERP vendor in Q1 or Q2, 2025. The successful proponent should be prepared to begin the engagement effort in June/ July 2024.

***Note/Condition: The successful proponent of consulting services will not be eligible to bid on the supply and installation of the new ERP system for the City of Saint John.***

#### (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 25 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 and self-serve customer service portals. 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.

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

community. The City's preference is to procure a cloud-based solution, with the ability to integrate with other cloud and/or on-premises solutions. An additional preference is to procure a system that requires no, or limited, customizations to meet our needs.

The City has completed a Readiness Assessment and Requirements Analysis, with the support of a consultant. Deliverables from this engagement that will support the procurement process include:

1. Current State and Areas of Improvement
2. Business Readiness Assessment Report
3. Business, Functional and Technical Requirements
4. Cost effective business and service delivery process identification.
5. Applications to be integrated with the ERP and Applications to remain stand-alone.
6. Data Migration Requirements and Recommendations
7. Technical Requirements to ensure secure connectivity.

### **(3) Proponent Experience**

The City is seeking a qualified professional(s) with proven experience in ERP projects, including recent and extensive experience in supporting municipalities develop procurement strategies, RFPs, select, negotiate and purchase modern technology solutions, with a specific focus on ERPs.

The successful proponent should have extensive knowledge of the municipal technology sector with proven experience in procuring technology solutions and negotiating favourable terms for their clients. The proponent should also have experience and references in supporting municipal governments in meeting their ERP needs.

The implementation of a new ERP represents a transformational change for the City of Saint John. The successful proponent should be able to provide examples of how other municipalities are using their systems to streamline the way they do business and be able to discuss best practices.

Successful proponent demonstrated skillset:

- Municipal government information technology management consultancy experience with knowledge of best practices and familiarity with common technology solutions;
- Procurement expertise and knowledge, including strategy development;
- Enterprise Resource Planning (ERP) knowledge and experience with hosted (cloud-based) solutions and integrations with existing systems;
- Requirements specification and Request for Proposal (RFP) development experience for technology solutions, with specific experience with ERPs;
- Software selection experience; and

- Strong negotiation skills with knowledge of licensing and implementation models with ERP vendors.

#### **(4) The Deliverables**

The City of Saint John is seeking a qualified professional(s) with proven experience in ERP Procurement to support the City in completing the following deliverables:

1. Procurement Strategy for the duration of the Engagement;
2. Request for Proposal (RFP) for the procurement of an ERP that meets the City's needs and adheres to the City's procurement policies and related legislation; and
3. Vendor Evaluation and Selection.

#### **(5) Deliverable 1: Procurement Strategy**

The successful proponent will work with input from the City's ERP Project and Strategic Procurement Teams to create a procurement strategy for the duration of the engagement.

This work will include, at minimum:

- a.) Developing a timeline for the procurement engagement.
- b.) Identifying the best ERP purchasing approach for the City of Saint John, working with the City's purchasing policies and applicable legislated policies. For example;
  - a. One RFP for both software and implementation consultant; or
  - b. One RFP for the software selection and one RFP for the implementation partner; and/ or
  - c. Additional contracts required for integrations, data work or change management expertise.
- c.) Identifying potential risks and mitigation strategies.

#### **(6) Deliverable 2: Request for Proposal (RFP) Development**

The successful proponent will work with the City's ERP Project and Strategic Procurement Teams to create an RFP for a new ERP system.

This work will include:

- a.) Review of Requirements and Recommendations developed in the City's first phase of ERP Project work: Readiness Assessment and Requirements Analysis; and
- b.) Development of an RFP that adheres to the City's required format, including the following elements:

- Project Background Information
- Description of the City’s current technology environment
- Business, Functional and Technical Requirements, as identified in the City’s ERP Readiness Assessment and Requirements Analysis, including;
  - i. Comprehensive list of functions identified, with appropriate prioritization.
  - ii. Reporting objectives and data-analytics capability
  - iii. Identify existing software and hardware to ensure compatibility.
  - iv. Data migration requirements
  - v. Security requirements
  - vi. Applications to integrate and applications to stand-alone.
  - vii. Project approach and timelines
  - viii. Other requirements recommended by the successful Proponent.
- Financial Form for Vendor Submission
  - System costs – Options for hosted (City’s preference), hybrid or on-premises solutions.
  - Implementation costs – Project management, change management, professional, training and/or technical fees.
  - Migration costs – Fees for data migration, if applicable.
- Evaluation Criteria that allow for the comprehensive comparison of various solutions

**(7) Deliverable 3: Vendor Evaluation and Selection**

The successful proponent will support the City with expertise in the evaluation of submitted bids and selection of a new ERP solution that aligns with the specifications outlined in the RFP.

This work will include:

- a) Distribution list that includes most of the major ERP solution vendors in the market that would support the City’s identified requirements and government/ municipal use.
- b) Evaluation Team Coaching and Training.
- c) Assistance to the City in responding to vendor questions and developing corresponding addenda.
- d) Coordination and facilitation of a pre-proposal meeting, if necessary.

- e) Review vendor functional/technical and financial proposals, identifying issues, risks, exceptions, omissions, and objections. Review is to focus on the vendor's ability to meet minimum requirements and align with the evaluation criteria within the RFP.
- f) Participation in evaluation team meetings to identify the top preferred vendors to invite for demonstrations. The successful Proponent shall clarify any open items with these short-list vendors before issuing invitations for demonstrations.
- g) Demonstration agenda and requirements, for the City's review, to be provided to the vendor in advance of demonstrations.
- h) Facilitation of vendor demonstrations, including developing use cases to evaluate the system's suitability for the City's needs and assess the ease of use and intuitiveness of their interfaces.
- i) Completion of vendor reference checks, market presence, and confirmation of qualifications.
- j) Assistance with contract negotiations with the selected Vendor, as per the City's appropriate policies and related regulations. This may include implementation and ongoing cost negotiations and recommendation of project implementation phases based on City's resourcing capabilities, final vendor and scope of work. The various contracts and agreements may or may not include the following:
  - a. Software license contracts,
  - b. Software maintenance agreements,
  - c. Hosting/ SaaS agreements,
  - d. Implementation services agreements,
  - e. Service level agreements,
  - f. Software integrations; and
  - g. Data Migration and/or conversion.

**(8) PAYMENT**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department ([accountspayable@saintjohn.ca](mailto:accountspayable@saintjohn.ca)). Vendors are to ensure invoices are not sent both ways.

**(9) TERMINATION OF THE CONTRACT**

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

**(10) BASIS FOR AWARD**

The City does not bind itself to accept the lowest or any proposal submitted but reserves the right to accept any proposal deemed to be in its best interest. The City also reserves the right to split this contract between two or more proponents based upon the overall best value to the City.

**(11) NO GUARANTEE**

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

## (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)
<p><b>Quality and Completeness:</b></p> <ul style="list-style-type: none"> <li>Is the proposal presented in an organized and professional manner.</li> <li>Does the proposal address the City's goals, scope of work, and deliverables outlined in the RFP.</li> </ul>	5
<p><b>Approach:</b></p> <ul style="list-style-type: none"> <li>Provide the project management approach to be used through the engagement to achieve the deliverables.</li> <li>Provide a detailed workplan with activities and timelines.</li> <li>Provide an overview of how the Proponent will manage communications and engagement among Project Team members, key stakeholders, and the organization.</li> <li>Provide the project team that the Proponent will assemble to support the City in achieving the deliverables outlined in this RFP.</li> <li>Is the approach to the work well-organized and realistic?</li> <li>Provide any value-add services the Proponent the Proponent can supply in supporting the City in completing this project.</li> </ul>	30
<p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>Describe the experience of the proposed Project Team for the deliverables outlined in Appendix E of this RFP.</li> <li>Experience should be outlined for each proposed team member and relate back to the references provided in Appendix D.</li> <li>Does the project team demonstrate experience with similar projects/deliverables?</li> </ul>	35
<p><b>Cost:</b></p> <ul style="list-style-type: none"> <li>Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.</li> <li>The financial proposal shall include: <ul style="list-style-type: none"> <li>Pricing Form</li> </ul> </li> </ul>	30
<p><b>TOTAL POINTS FOR STAGE II</b></p>	<p><b>100</b></p>