



The City of Saint John



M O N C T O N

Fredericton

Request for Proposals

2023-703001P – eProcurement Solution

**Cities of Saint John, Moncton and Fredericton,
New Brunswick**

Request for Proposals No.: 2023-703001P – eProcurement Solution

Issued: Tuesday, February 21, 2023

Submission Deadline: Wednesday, March 15, 2023, 4:00:00 p.m., ADT

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PART 1 – INTRODUCTION

1.1 Definitions

In this Request for Proposal, except where otherwise qualified, these terms will be defined as follows:

“Agreement” means the agreement(s) between the successful Proponent and each individual Local Government for the purchase of Goods and/or Services pursuant to this RFP.

“Local Government” means the three local government entities pursuant to the *Local Governance Act* being, The City of Saint John, The City of Moncton, and The City of Fredericton, that are part of this joint RFP that may individually enter into an Agreement with the Supplier.

“NBON” means the New Brunswick Opportunities Network.

“Proponent” means the person or company or entity submitting a proposal under this RFP.

“Proposal” means the Proponent’s response to this RFP.

“RFP” means this Request for Proposal, including all schedules attached hereto and any addendum or clarifications issued hereafter by the Local Government.

“Supplier” means the successful Proponent of this RFP.

1.2 Invitation to Proponents

1.2.1 Organizational Overview:

City of Moncton

The City of Moncton is located in the County of Westmorland, in the southeast corner of the Province of New Brunswick, Canada and has a bilingual population of nearly seventy-two thousand (72,000) residents. Due to its central location, Greater Moncton is often referred to as the “Hub of the Maritimes” and has recently been declared as the largest city in New Brunswick, (Statistics Canada Census Data, 2017). Local industry includes transportation and logistics, administration, government, education, distribution, teleservices, manufacturing, construction and service, as well as robust digital technology and retail sectors.

City of Fredericton

Fredericton, the capital of the Province of New Brunswick, is located on the east coast of Canada along the banks of the St. John River. Fredericton has a growing population, stable economy, strong institutions, and offers a high quality of life for its citizens. It is expected that Fredericton will continue to attract people from elsewhere in Canada and many parts of the world. The Fredericton Growth strategy, developed in 2017, and the Imagine Fredericton Municipal Plan indicated that by 2041, Fredericton’s population is projected to increase by more than 50% from 60,000 in 2016 to over 90,000. While Fredericton’s economic sector is rooted in government, education, and knowledge-

based institutions, it is home to a large industrial park, an international airport, and parklands.

City of Saint John

The City of Saint John is centrally located on the southern New Brunswick coast, with a population of approximately seventy thousand (70,000) residents. Rising from banks of the St. John River and Saint John Harbour and built on top of some of the oldest geology in the world, the City of Saint John was the first incorporated city in Canada (1785), and is the industrial backbone of New Brunswick. Saint John Harbour is home to two (2) terminals for cruise ships, and also serves as a bustling port for various container ships.

1.2.2 Purpose:

The cities of Moncton, Saint John and Fredericton have committed to engage in joint procurement initiatives as a means of optimizing the value achieved through the purchase of common goods and services, reducing administrative costs, and contributing toward each city's commitment to decreasing its current and future operating costs.

As such, the Local Governments have identified a common desire to automate and modernize its respective procurement operations through the deployment of a commercially available off-the-shelf eProcurement Solution that requires minimal customization in order to meet the needs of each municipal entity, creates a "one-stop shop" Vendor registration and bidding platform, and ensures public sector procurement best practices and standardized business processes are implemented throughout.

Through the award of this Request for Proposal, the Local Government is seeking to develop an exclusive, long-term partnership with an established, reputable and experienced eProcurement software solution provider having deployed their solution to organizations of a similar size and nature and provide the selected Proponent with the opportunity to create a single eProcurement platform that will be implemented by New Brunswick's three (3) largest cities.

The Local Government is also seeking to provide an opportunity for other MASH-sector entities (municipalities, academic institutions, schools and hospitals) in the Atlantic provinces to implement an affordable, scalable eProcurement solution for their agency through the award of this RFP.

1.2.3 RFP Contact Person

For the purposes of this RFP, the “**Local Government Contact**” shall be:

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

1.2.4 Contract for Deliverables

It is anticipated that each Local Government will enter into separate licensing agreements with the Supplier. As such, Proponents submitting a Proposal under this RFP are to include a draft agreement with their response.

The initial term of the Agreement shall be for a five (5) year term, commencing from the date of award. The Local Government entities may individually exercise an option to renew the Agreement for an additional five (5) year period, if it is in the Local Government entity’s best interest to do so. Firm program costs shall be provided in the Proponent’s submission for the initial five (5) year term.

At the end of the initial five (5) year term, program costs shall be subject to negotiations between the Local Government and the Supplier for the optional five (5) year contract extension period.

The option to extend the agreement(s) for an additional five (5) year term shall also be subject to mutual consent of the part of the Supplier, provided that the Supplier is not in default hereunder.

Notwithstanding the foregoing, the Agreement shall not be renewed if either party provides written notice to the other party stating its intention not to renew. Such notice shall be provided to the other party at least six (6) months prior to the renewal date hereof.

1.2.5 No Guarantee of Volume of Work or Exclusivity of Contract

The Local Government 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 Local Government may contract with others for same or similar to the deliverables or may obtain the same or similar to the deliverables internally.

1.2.6 Canadian Free Trade Agreement (CFTA)

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

This RFP is an invitation to submit offers for the supply, implementation and ongoing support of an eProcurement Solution as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

The RFP timetable is tentative only and may be changed by the Local Government at any time.

Issue Date of RFP	Tuesday, February 21, 2023
Deadline for Questions	Tuesday, March 7, 2023, 4:00:00 pm, AST
Deadline for Issuing Addenda	Wednesday, March 8, 2023, 4:00:00 pm, AST
Submission Deadline	Wednesday, March 15, 2023, 4:00:00 pm, ADT
Rectification Period	3 Business Days
Evaluation	Complete within 2 weeks of closing
Solution Demonstrations	Week of April 24, 2023
Anticipated Deadline for Selection of Highest Ranked Proponent	May 2023

3.2 Submission Instructions

(A) Proposals Shall be Submitted Electronically

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) Proposals Shall be Submitted in Prescribed Manner

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2023-703001P – eProcurement Solution – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2023-703001P – eProcurement Solution – Financial Proposal”.

(C) Proposals Shall Be Submitted on Time

Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

(D) Amendment of Proposals

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

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 Contact and must be signed by an authorized representative. The Local Government is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

The Local Governments 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 – Solution Demonstrations
- (d) Stage IV – Selection and Final Negotiation

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 Local Government 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 A)

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 B)

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 C)

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 D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the deliverables described in Appendix D shall be disqualified.

Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the Local Government of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The Local Government may shortlist to any number of Proponents, however, should the Local Government deem it to be in its best interest, it may choose not to.

Stage III – Solution Demonstrations

The Local Government may choose to invite any number of Proponents to provide demonstrations of their solutions.

Stage IV – Selection and Final Negotiation

Once the Proposals have been evaluated as per Stages II and III, the top-ranked Proponent may be selected to enter into direct negotiations.

During the negotiation, the Local Government 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 Local Government.

[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 Local Government 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 Local Government 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 Local Government Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the Local Government Contact shall be deemed to be received once the email has entered into the Local Government

Contact's email inbox. No such communications are to be directed to anyone other than the Local Government Contact. The Local Government is under no obligation to provide additional information, and the Local Government shall not be responsible for any information provided by or obtained from any source other than the Local Government Contact.

- (2) It is the responsibility of the Proponent to seek clarification from the Local Government Contact on any matter it considers to be unclear. The Local Government 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 Local Government, 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 Local Government. Addenda may be obtained from the City of Saint John's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, 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 Local Government may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the Local Government 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 Local Government 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. For further clarity, information not submitted through a fixed form will not be considered during evaluation

of the Proponent's Proposal or included in the Agreement.

(F) Proposal to Be Retained by the Local Government

- (1) The Local Government will not return the Proposal or any accompanying documentation submitted by a Proponent.

4.3 Debriefing

(A) Debriefing – Following Award

- (1) Upon written request from any Proponent, the Local Government 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 Local Government 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.

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 Local Government 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 Local Government, 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 Local Government 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 Local Government, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of the Local Government

- (1) All information provided by or obtained from the Local Government in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the Local Government 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 Agreement;
 - (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 Local Government; and
 - (d) Shall be returned by the Proponents to the Local Government immediately upon the request of the Local Government.

(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

Local Government. The confidentiality of such information will be maintained by the Local Government, 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 Local Government'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 Local Government Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The RFP 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 Local Government 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 Local Government 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 Local Government 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 Local Government 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 commonlaw 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.

[End of Part 4]

APPENDIX A – 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 RFP process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Local Government and the selected Proponent have executed an Agreement.

(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 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
Submission Form	
Pricing Form	
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 fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. 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 Local Government 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 Local Government to the Local Government’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 B – PRICING FORM

Pricing Form

Complete the following table to provide pricing for the supply, implementation and ongoing support of an eProcurement Solution in response to Request for Proposal 2023-703001P, **exclusive of HST/GST**. Proponents are welcome to append any additional necessary information to this form as required.

All costs should be expressed in **Canadian Dollars**. Assumptions (for calculating licenses and/or implementation costs) as follows:

1. Number of Purchasing Dept. users = up to 4 or 5 (please provide pricing for 4 and 5 users)
2. Number of Evaluators = unlimited (minimum 50)
3. Number of Bidder responses = unlimited

A. Software Costs:

Proponents to list all available software module(s) applicable in order to satisfy the technical and functional requirements stated in this RFP.

Item	Software Module (Name)	Cost per License*	Total Annual Software Cost				
			Yr1	Yr2	Yr3	Yr4	Yr5
1		\$	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$	\$
3		\$	\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$	\$

**Proponents may propose alternate software licensing/subscription pricing to the ‘per license’ model specified above (eg. unlimited user, enterprise license/subscription, etc.).*

B. Implementation, Training and Other Costs:

Proponents to list any other cost(s), as applicable, for implementing one or more of the proposed software modules.

Item	Description (List Additional as Applicable)	Initial/One-Time Cost (as Applicable)	Annual Cost (as Applicable)
1	Implementation Service	\$	\$
2	Training	\$	\$
3	Support/Troubleshooting	\$	\$
4	Yearly Maintenance	\$	\$

APPENDIX C – REFERENCE FORM

Each Proponent is requested to provide five (5) references from clients who have obtained similar goods or services to those requested in this RFP from the Proponent within the last five (5) years.

Reference #1

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

Reference #2

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

Reference #3

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

Reference #4

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

Reference #5

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

APPENDIX D – RFP PARTICULARS

(A) The Deliverables

(1) SCOPE

The Local Government is soliciting proposals from qualified providers for the supply, implementation and ongoing support of an eProcurement Solution for use by the cities of Saint John, Moncton, and Fredericton in accordance with the Terms and Conditions, and Specifications indicated below.

Each of the cities intend to use the software separately but through a common setup with logical isolation.

(2) SPECIFICATIONS

This section is intended to provide a summary for the Proponent as to the content of the response to this RFP. The Proposal should be complete, specific and provide sufficient details to allow comparative analysis. In addition to the required mandatory forms, the Proposal should include the following:

Executive Summary & Statement of Understanding

This section to include, but not be limited to the following:

- a. Include a statement of the understanding of the requirement;
- b. Highlight the key features and benefits of the Proposal; and
- c. Identify how the Proponent will meet and/or exceed the Local Government's expectation of these RFP requirements.

Company Profile

This section to include, but not be limited to the following:

- a. Brief company profile and company's history;
- b. Length of time in business and core competencies;
- c. Number of staff employed;
- d. Location of corporate head office and any subsidiary office(s), as applicable;
- e. Number of previous installations or deployments of the proposed eProcurement solution;
- f. Market share of the proposed eProcurement solution compared to competing solutions; and
- g. Financial stability information.

Key Personnel and Client References

- a. Provide a list of all individuals, including sub-contractors, proposed to be involved in the project, and their respective roles. Identify who will be the primary contact; and

b. Provide a list of projects successfully completed by the identified individual(s) in the last five (5 years).

Methodology and Work Plan

- a. Provide a description of the work program and methodology required for the project;
 - i. Identify all project phases including (as applicable) development, testing, training, implementation and launch;
 - ii. Identify all the steps to be taken; hours/days that would be required of Local Government staff and the Proponent team;
 - iii. Identify and clearly explain the role of each resource you will be using and the role(s) they will play in the development of the plan; and
 - iv. Provide an anticipated delivery and implementation schedule in number of days from date of award, identifying key dates, milestones and deliverables.
- b. Identify any challenges/risks you anticipate in this project and how you propose to mitigate them;
- c. Identify a schedule of project meetings and the proposed format of these meetings; and
- d. Identify strategies for communication with the Local Government during implementation, including details on status reporting, recording/sharing key decisions, timeline updates etc.

Proposed Software Solution

- a. Business & Technical Functionality Compliance – Proponents are to provide detailed information of their proposed software solution, and how it will meet (or exceed) the business and technical functionality requirements set out in *Appendix E* by completing the MS Excel spreadsheet for both the “Business Requirements” tab and the “Technical Requirements” tab within the spreadsheet and including it with their Proposal. Additionally, Proponents should address the specific questions described in the “Additional Info Required” tab.
- b. User Interface – Proponents should provide representative examples of the proposed eProcurement Solution screens and user interface to demonstrate the “look and feel” of the software product.
- c. APIs – Proponent should provide specifications of APIs which will allow the City’s Business Application and Software Development teams to build integrations to the City’s enterprise applications and to allow for listing of opportunities and statuses on their internal intranet site. Proponents should indicate whether or not their solution integrates with any ERP’s.
- d. Supporting Hardware/Software Requirements – If applicable, Proponents should include detailed information of any supporting hardware and/or software proposed and/or required, including what it is intended for and any hardware and/or software requirements to run.

Maintenance and Support Services

This section to include, but not be limited to the following:

- a. Provide a complete description of the available/standard support offerings

and/or any premium plans for end users including helpdesk, application / technical support and minor configuration changes. The hours of operation, days of support and holidays (if any), and method of contacting support should also be provided. Proponents are to indicate how updates are managed and how the Local Government would be informed of the updates.

b. Information on turnaround time for support, escalation procedures for addressing problems that remain unsolved after a set timeframe should also be provided.

Warranty

a. Provide information regarding the Warranty of the software and services, to include, but not limited to the following:

- i. Terms of warranty including warranty period duration;
- ii. Definition of what the warranty covers;
- iii. Clarify any and all circumstances where items will not be covered under warranty;
- iv. Clearly describe the warranty process, how warranty items are dealt with; and
- v. Disclose any costs charged to the Local Government regarding warranty.

Training Services

In this section, provide details and options for training services that can (or will) be provided to Local Government staff.

Costs

Complete and include an Appendix B – Pricing Form in this section.

Proponents are requested to provide a firm fixed price (including, but not limited to, software licensing, implementation services, education and training, support and maintenance, and associated software and services, as required). Specifically:

- a. Clearly state what is included or not included in the cost, describe any assumptions made in relation to the cost and provide pricing information for any volume discounts that are available based on the number of subscription licenses or support years purchased.
- b. Costs should be included for software license including subscription, support and maintenance for an **initial one-year term**, and if applicable, and any other costs.
- c. Include costs for Years 2 – 5 for software licensing/subscription, upgrades, support and maintenance per year, if applicable.
- d. Provide a Price Index for subsequent years' software licencing/subscription and/or support/maintenance costs beyond 5 years.

Identify any other costs as may be applicable to successfully deliver a fully commissioned and functioning solution as required by this RFP. All one-time and/or recurring costs are to be identified. Only costs identified in this section will be

considered for inclusion into any agreement resulting from this RFP. Pricing should be stated in Canadian Funds, excluding applicable taxes.

Value-Added Services

Describe any value-added services or process by-products the Proponent is prepared to provide as part of the Agreement, in the form of services or deliverables. Unless it is otherwise stated, these offerings will be at no extra cost.

Additional Services

Proponents shall provide an “Hourly Charge-Out Rate Schedule” for all personnel who will be utilized on the assignment, along with their designations as a Project Manager, Lead Project Consultant, Key Personnel, Sub-Consultant(s), Support Staff, etc.

These rates will be applied should the Local Government request that the successful Proponent (and / or their Sub-Consultants / Sub-Contractors) complete tasks which are **ABOVE AND BEYOND** the original scope of work outlined in this RFP and / or the Proponent’s work plan, which results in additional labour hours being required.

Proponents may also provide pricing for any **OPTIONAL / VALUE-ADDED SERVICES** which may be contemplated by the Local Government, which are to be considered as “above and beyond” the Scope of Work detailed herein.

Pricing shall be in Canadian funds and shall include freight, duty, rates and charges which are applicable at the time of RFP submission. It is the responsibility of the Proponent to find out from the appropriate authorities what rates and charges are applicable to this RFP (if any).

(3) DURATION

The initial term of the Agreement shall be for a five (5) year term, commencing from the date of award. The Local Government entities may individually exercise an option to renew the Agreement for an additional five (5) year period, if it is in the Local Government entity’s best interest to do so. Firm program costs shall be provided in the Proponent’s Proposal for the initial five (5) year contract term.

At the end of the initial five (5) year contract term, program costs shall be subject to negotiations between the Local Government and the Supplier for the optional five (5) year contract extension period.

The option to extend the agreement(s) for an additional five (5) year term shall also be subject to mutual consent of the part of the Supplier, provided that the Supplier is not in default hereunder.

Notwithstanding the foregoing, the Agreement shall not be renewed if either party provides written notice to the other party stating its intention not to renew. Such notice

shall be provided to the other party at least six (6) months prior to the renewal date hereof.

(4) PAYMENT TERM(S)

The payment terms of each Local Government are as below:

City of Saint John

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). Vendors are to ensure invoices are not sent both ways.

The City of Moncton

The City's standard payment term of "Net 30" days from date of invoice(s) shall prevail. Invoices shall be directed to:

City of Moncton
Accounts Payable
655 Main Street, 4th Floor
Moncton, N.B.
E1C 1E8
e-mail: ap@moncton.ca

The City of Fredericton

Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by the Local Government from time to time for inclusion therein. Subject to verification by the Local Government, invoices will be paid thirty (30) days following receipt. Payments will be administered through the Local Government's electronic payment process. Following the execution of this Agreement, the Supplier shall send Proper Invoices in proportion to the progress made with each phase of the Services, if applicable, electronically to invoices@fredericton.ca, unless the Local Government advises otherwise. Invoices received after 4:30 p.m. (AST) will be considered to be received on the next business day.

(5) SPECIFICATION SHEETS AND WARRANTY

Specification sheets along with warranty information and any limiting conditions are to be resubmitted with the Proposal.

(6) TERMINATION OF THE CONTRACT

The Local Government 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.

(7) BASIS FOR AWARD

The Local Government 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 Local Government also reserves the right to split this contract between two or more Proponents based upon the overall best value to the Local Government.

(8) NO GUARANTEE

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

(9) INFORMATION SECURITY

9.1 The Supplier acknowledges and agrees that, in the course of providing the Services, the Supplier may receive, have access to, control over, or custody of Confidential Information, Materials, Personal Information and Data. In circumstances where this occurs, the Supplier shall comply with the terms and conditions set forth in this Agreement, including Section 9.2 below, in its collection, receipt, transmission, retention, storage, use, disclosure and disposal of Confidential Information, Materials, Personal Information and Data, (collectively in this Section 9 "Use") and be responsible for any unlawful or unauthorized Use or Mishandling of Confidential Information, Materials, Personal Information or Data it receives, has access to, or which is under its control or custody (or the temporary control or custody of a subcontractor), to the extent such unlawful or unauthorized Use arises out of or is related to the Supplier's or any employee, director, officer, agent, service provider, supplier or subcontractor of the Supplier, negligent act or omission, or failure to act in accordance with the terms of this Agreement.

9.2 The Supplier both directly, and through its third-party service providers, agrees and covenants to:

(a) adhere to leading industry information security practices, such as ISO 27000, ISO 27001 and its successors or equivalent industry alternatives (e.g., COBIT, ITIL, SOC 2) with respect to Materials, Personal Information, Data and Confidential Information of the Local

- Government that is in its custody or control;
- (b) host Materials, Personal Information, Data and Confidential Information of the Local Government that is in its custody or control in a hardened cloud data center(s) which shall be located in Canada and that adheres to the SSAE18/ISAE 3402 standard for data centers;
- (c) maintain (and provide the Local Government, upon request, a copy of a comprehensive and up-to-date set of information security and data integrity/protection policies relative to the Supplier's Use of Materials, Personal Information, Data and Confidential Information of the Local Government (including, for example: Data collection, retention, backup and destruction rules, Data Breach response protocols, and disaster recovery procedures) that are consistent with leading industry standards referenced in Section 9.2(a) above;
- (d) except where to do so would result in a violation of applicable laws or regulations, provide the Local Government with written notice (in priority to all other interested parties and regulatory bodies) of any Data Breach that may affect the Local Government, or any of their employees or customers, and then take (and document) all necessary steps at its cost and effort to mitigate and remediate the breach as required under (i) this Agreement, (ii) the Supplier's data privacy and security policies and procedures, and all applicable laws and regulations;
- (e) plan and execute regular internal audits of the Supplier's information security procedures and controls relative to the protection of its customer information. The Supplier shall send the results to the Local Government;
- (f) securely purge Materials, Personal Information, Data and Confidential Information of the Local Government, as required (i) under this Agreement, including when appropriate in the provision of the Services, (ii) by operation of applicable laws and regulations, or (iii) by the Local Government, acting reasonably in its direction of the Supplier; and thereafter inform the Local Government; and
- (g) provide for each municipality its own hosted site that is branded with the municipality's identity, and is able to provide each municipality's standard terms and conditions, corporate procurement policies, etc. if so desired

9.3 The Supplier shall monitor its third-party providers and subcontractors and enforce its contractual rights to ensure that in the provision of the Services and Goods its third-party service providers and subcontractors comply with data security and systems security commitments.

(10) INSURANCE, LIABILITY AND INDEMNITY

10.1 The Supplier, and any subcontractor involved in the delivery or provision of Services or Goods, shall at its own expense obtain and maintain for the Term, and for an additional period of two (2) years thereafter the following insurance coverage:

- (a) Commercial General Liability
 - (i) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Services required to be delivered or performed under this Agreement. The Supplier

shall list the Local Government and any other party required by the Local Government as an additional insured. The policy shall also contain cross liability and severability of interest and shall not exclude "Failure to Perform".

- (b) Options for cyber insurance if available.
- 10.2 Each of the aforementioned policies in Section 10.1(a) shall have policy limits not less than five million dollars (\$5,000,000.00) per claim or occurrence, aggregate limits not less than five million dollars (\$5,000,000.00) within any policy year.
- 10.3 The insurance to be maintained by the Supplier hereunder shall:
 - (a) be issued by financially sound insurers acceptable to the Local Government and licensed to carry on business in the Province of New Brunswick or Canada;
 - (b) require the insurer to provide the Local Government with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy;
 - (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Supplier, its officers, directors, employees, servants, and agents; and
 - (d) be primary insurance without right of contribution of any other insurance carried by the Supplier or by the Local Government.
- 10.4 Prior to the award of any request for proposal or the signing of this Agreement, the Supplier shall deliver to the Local Government certificates of insurance evidencing the insurance required under this Agreement is in effect. Thereafter and throughout the Term, of this Agreement, the Supplier shall, provide the Local Government any and all renewal certificates of insurance evidencing that the insurance required under this Agreement continues in effect. The Supplier shall also provide a certificate of insurance upon request of the Local Government.
- 10.5 The Supplier shall provide the Local Government with a certificate of renewal for each insurance policy no later than fifteen (15) days prior to the expiry date of the applicable policy.
- 10.6 When requested by the Local Government, the Supplier shall provide copies of its insurance policies to the Local Government for their review and inspection during the Term, or Renewal Term, of this Agreement or prior to the Parties signing this Agreement.
- 10.7 The Parties acknowledge and agree that any other valid or collectible insurance that may be available to the Local Government shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Supplier in accordance with this Agreement have been exhausted.
- 10.8 The Supplier shall indemnify and hold harmless the Local Government, its officers, directors, employees, councillors, agents, representatives, officials, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all claims, actions, suits, executions, demands, or other proceedings of any kind or nature, and all loss, liability, judgments, costs,

charges, damages, liens and expenses (including legal fees) of any nature whatsoever and howsoever caused (“Losses”) arising out of or resulting from:

- (a) an Event of Default;
- (b) a Data Breach;
“Data Breach” means (i) the Mishandling of Confidential Information, Material, Data or Personal Information, and (ii) any act, error or omission that violates or causes the Local Government to violate any applicable data privacy/security laws or regulations.
“Mishandling” means the collection, handling, access, use, management, control, retention, storage, disclosure, transfer, disposal, destruction, hack or loss of Confidential Information, Material, Personal Information or Data in a manner that fails to comply with (i) this Agreement and the Local Government’s lawful instructions relative thereto, (ii) the Supplier’s data privacy, security policies and procedures or (iii) applicable data privacy or security laws and regulations (e.g. the Supplier’s obligations with respect to Personal Information).
“Personal Information” is defined in Schedule C.
- (c) any act, omission, failure or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property;
- (d) the death of or bodily injury to any employee, customer, agent, business invitee, visitor or other person, to the extent caused by the negligence or willful misconduct of the Supplier or any Supplier personnel or Supplier subcontractor;
- (e) the damage, loss or destruction of any real or tangible personal property (excluding data) to the extent caused by the negligence or willful misconduct of the Supplier or any Supplier personnel;
- (f) the unauthorized disclosure or breach by the Supplier or any Supplier personnel of any Confidential Information, Materials and/or Personal Information;
- (g) any acts performed by or on behalf of the Supplier beyond the authority of the Supplier under the terms of this Agreement;
- (h) any illness, injury or death of any employee of the Supplier;
- (i) any breach or resulting expenses incurred by the Supplier attributable to the Supplier’s responsibilities pursuant to applicable health and safety legislation;
- (j) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Services or any matter provided to the Local Government or performed by the Supplier, or anyone else for whom at law the Supplier is responsible, except to the extent any such alleged infringement is attributable to the actions or omissions of the Indemnified Parties;
- (k) a security breach caused by or attributable to the negligence, actions, omissions or delays in the performance of this Agreement by the Supplier;
- (l) an allegation that the Services, or any party thereof, violate the intellectual property rights of a third party; or
- (m) a breach or non-performance of the Supplier’s obligations, representations or warranties described in this Agreement (collectively, “Indemnified Claim(s)”). Notwithstanding the foregoing, the indemnification obligations of the Supplier under this Section 10.8 do not apply to the extent that the Indemnified Claim arises out of (i) a modification of the Services or documentation by the Local Government, or combining the Services with services or products not provided by Supplier, unless such modification or combination is made at the

recommendation or direction of, is authorized or agreed to by, the Supplier or Supplier subcontractor, or is necessary for the Local Government to use the Services in accordance with any specifications or documentation; or (ii) misuse of the Services by the Local Government in breach of this Agreement.

- 10.9 The Supplier will, at its sole cost and expense and always acting in a reasonable manner, diligently investigate, defend and/or settle any Indemnified Claim advanced against the Local Government provided that:
- (a) the Local Government promptly notifies the Supplier in writing of any such Indemnified Claim,
 - (b) the Supplier is afforded the right to control and direct the investigation, preparation, defence and settlement of the Indemnified Claim,
 - (c) the Local Government provides reasonable assistance and cooperation to the Supplier in connection with the defence and settlement of the Indemnified Claim, at the Supplier's cost and expense (including reimbursement of reasonable legal fees and expenses that may be incurred by the Local Government directly related to such assistance or cooperation), and
 - (c) the settlement of any Indemnified Claim is subject to the written consent of the Local Government, which consent shall not be unreasonably withheld, delayed or conditioned; provided that the Local Government may withhold its consent if such settlement requires the Local Government to (i) admit wrongdoing, (ii) take or refrain from taking any action, or (iii) pay for any part of the settlement account. As part of any settlement, the Local Government shall receive the benefit of a legally binding and enforceable unconditional release, drafted in form and substance to the satisfaction the Local Government.
- If the Supplier fails to assume and direct the defence and settlement of an Indemnified Claim as contemplated under this Agreement, in addition to any other remedy available under this Agreement the Indemnified Parties may assume and direct the defence and settlement of the Indemnified Claim and the Supplier shall be liable to be reimburse the Indemnitee for all resulting costs and expenses, including legal costs.
- 10.10 In addition to Section 10.09, should the Services become, or in the Supplier's reasonable determination be likely to become, the subject of an Indemnified Claim in respect of an allegation of infringement of the intellectual property rights of a third party, the Supplier shall, at its expense and election:
- (a) obtain for the Local Government the right to continue using the Services, on the terms and conditions set out in this Agreement; or
 - (b) modify or substitute the infringing portion of the Services in a manner that (i) does not infringe on the intellectual property rights of a third party, and (ii) results in the Supplier providing the modified services in accordance with the terms and conditions of this Agreement.
- 10.11 The Local Government shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services or Goods by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Local Government. In no event shall the Local Government be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever

caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services or Goods hereunder.

- 10.12 The Local Government shall not be liable for any claim, of a Supplier's subcontractor arising out of or related to this Agreement or the provision of the Services hereunder, regardless of how caused.
- 10.13 If the Supplier or its workers are employed in an industry prescribed by legislation where coverage is required under the Worker's Compensation Act (New Brunswick) the Supplier shall verify prior to signing this Agreement that they are registered and in good standing by obtaining a clearance certificate from WorkSafe NB. The Supplier shall also provide a copy of the clearance certificate to the Local Government prior to the Parties signing the Agreement.
- 10.14 If at any time during the Term, of this Agreement the Supplier's WorkSafe NB coverage lapses, the Supplier, upon receipt of an invoice, shall pay the Local Government for any charges that the Local Government incurs.

(11) CONFLICT OF INTEREST

- 11.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Local Government under this Agreement and its obligations to any third party. The Supplier shall immediately notify the Local Government in writing if any such potential or actual conflict of interest should arise at any time during the Term.
- 11.2 In this Agreement, conflict of interest means:
- (a) The Supplier 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 Local Government in the preparation of its Proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing or obtaining preferred treatment (including, but not limited to, the lobbying of decision makers); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the Agreement or provision of the Services or scope of work; or
 - (b) In relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the Supplier'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.

(12) RESERVED RIGHTS

The Local Government 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 Local Government. The Local Government 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 RFP process at any time for any reason.
- c) Require Proponents to provide additional information after the Closing Date for the RFP process 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 Local Government.
- f) Reject any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members.
- g) Withdraw the RFP process and cancel or suspend the RFP process.
- h) Extend, from time to time, any date, any time period or deadline provided in the RFP process (including, without limitation, the 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 Local Government exercising its clarification rights under the RFP 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 the RFP process.
- j) Waive formalities and accept Proposals which substantially comply with the requirements of the RFP.
- 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 RFP documents.
- n) Make changes including substantial changes to the RFP documents provided that those changes are issued by way of an addendum in the manner set out in the RFP documents.
- o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Local Government.
- p) Cancel the RFP process at any stage.
- q) Cancel the RFP process at any stage and issue a new RFP for the same or similar deliverable.
- r) Accept any Proposal in whole or in part.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Local Government 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 Local Government exercising any of its express or implied rights under the RFP.

(13) LIMITATION OF LIABILITY AND WAIVER

In every RFP, the Local Government shall draft the documents such that each Proponent, by submitting a Proposal, agrees that:

- a) Neither the Local Government nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of the RFP 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 Local Government's decision to not accept the Proposal submitted by the Proponent, to award a contract to any other Proponent or to cancel the RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

(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)
Statement of Understanding and Company Profile	5
Key Personnel and Client References	15
Methodology and Work Plan	15
Proposed Software Solution	30
Maintenance and Support Services	10
Warranty and Training Services	10
Cost	15
TOTAL POINTS FOR STAGE II	100

APPENDIX E

BUSINESS AND TECHNICAL FUNCTIONALITY REQUIREMENTS