



REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR SAP S/4HANA CONVERSION

RFP No. PS20210159

Issue Date: January 28th, 2022

Issued by: City of Vancouver (the "City")

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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City is seeking an experienced SAP consultant to provide leadership, guidance and assistance in completing a technical conversion of the City's SAP ECC system to the SAP S/4HANA platform.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
 - (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “Form of Agreement”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

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2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on February 17, 2022
Closing Time	3:00pm on February 24, 2022

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Wen Shi
wen.shi@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS20210159 - SAP S4HANA Consulting Services - Vendor name.
- Document format for submissions:
 - Completed RFP Part C in PDF format - 1 combined PDF file in the following sequence including, but not limited to,
 - a cover page that clearly indicates the name of the Proponent and the PS# and Title of the Proposal,
 - a brief executive summary of your proposal (no more than one page long),
 - a detailed table of contents,
 - a section titled "Technical Proposal," which should address the requirements in the Scope of Work together with the completed documentation and questionnaire contained in Part C - Form of Proposal (from Appendix 1 to Appendix 11),

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- any other schedules/attachments/appendices if necessary; and
 - **Completed Part C - Appendix 3 - Commercial Proposal in Excel format.** It should contain full details of the Proponent's proposed pricing and payment terms, which must be in accordance with Part A of the RFP and reflect requirements as provided in the Part B of the RFP.
- Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
 - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
 - The maximum number of attachments allowed in an email message is 250 attachments.
 - The maximum size limit for an email message, including all attachments, is 20MB per message
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.

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5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of the engagement is expected to be five years with the details as follows,

- (a) complete the S/4 HANA conversion within 12 months from contract execution, and
- (b) provide additional consultancy services on as if and when needed basis post implementation for the 2nd and 3rd year, with two (2) possible one year extensions, for a maximum total contract term of five (5) years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability (Social)	5%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation

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to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER

- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

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The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “Scope of Work”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.0 INTRODUCTION

The City is seeking an experienced SAP consultant to provide leadership, guidance and assistance in completing a technical conversion of the City’s SAP ECC system to the SAP S/4HANA platform and the anticipated subsequent program of transformation projects.

2.0 BACKGROUND

SAP was implemented as the City’s integrated ERP system in 1999 (SAP R/3 version 3.1H) in order to replace many outmoded, fragmented and non-compliant applications and to provide opportunities to improve business processes. The initial implementation included SAP Financials, Controlling, Materials Management, Core HR and Canadian Payroll applications.

Since 1999 the SAP footprint has grown to include several additional solutions including (but not limited to) Employee Health & Safety, Training & Events Management, Enterprise Asset Management, Flexible Real Estate, Project Systems, Classic Supplier Relationship Management and Business Analytics. More recently, SuccessFactors Recruiting and some Fiori functions have also been introduced. For a more complete description of the current SAP platform at the City of Vancouver, refer to the Current SAP Environment section.

Over the past decade the City’s SAP platform has remained relatively stable (minimal change and improvements have been pursued). The resulting increased desire for business transformation via SAP coupled with the upcoming end of support for our current version (SAP ECC) has lead the City to initiate a conversion to the most current SAP platform (S/4HANA). Following this conversion, our intention is to work towards leveraging the new platform to improve a number of business operations.

3.0 SUMMARY OF REQUIREMENTS

3.1 General

The City is performing a technical conversion of its SAP ECC system to SAP S/4HANA. This conversion is being undertaken in order to remain on a current and supported SAP platform and to provide opportunities for future business improvements. This project will be limited as much as possible to the technical and data conversion work that is required to transition our existing SAP ECC system to the S/4HANA platform. The new platform must also continue to function and integrate with other related systems and applications (eg. SAP SRM, Enterprise portal, Gateway, SuccessFactors, ReadSoft Invoice Processing, Business Warehouse and Business Objects Analytics)

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as required. The pricing for this program of work should be accurate and provided in detail in the Appendix 3 - Commercial Proposal.

In addition, the City is also looking for the flexibility to engage the Proponent for other consultancy services. This is likely to include supporting a program of transformation projects that will leverage new S/4 functions and features following the technical conversion to deliver business benefits; see Section 7 of the City Requirements.

3.2 Technical Conversion - Service Requirements

The City is assigning experienced SAP resources to this initiative (see description of the City's SAP team in the Current SAP Environment section). The City requires the services of an SAP consultant that is well experienced in completing conversions to S/4HANA of similar scope to provide leadership, guidance and assistance in completing this work. An important part of the engagement will be to impart the required technical knowledge of the new platform to the City's SAP group so that they are prepared to support the system ongoing.

Under the overall direction of the City, the services provided by the consultant will include:

- Working with the City's leadership to assist in defining and controlling project scope and the project work plan;
- Leadership and project management on the conversion of SAP ECC to SAP S/4HANA (across the City's SAP development and production landscape) including the provision of a proven conversion methodology;
- Providing a plan and approach that ensures all existing SAP functions (and interfaces with other applications) remain available following the conversion;
- Providing guidance in the identification and completion of required adjustments to custom code (interfaces, reports, other);
- Working with the City's SAP team, ensuring that all required conversion work is identified, completed and tested as necessary;
- Ensuring the resolution of conversion issues as they arise;
- Ensuring that a HANA HA/DR (High Availability/Disaster Recovery) environment is established for the HANA DB;
- Ensuring that the City's SAP group gain the experience and knowledge necessary to support the new platform ongoing.
- Other services/support as required to successfully complete the conversion to SAP S/4HANA.

3.3 Technical Conversion - Service Provider Qualifications

The City requires an experienced consultant team to provide leadership, guidance and assistance in completing the conversion to S/4HANA. In particular, the City requires that:

- the Proponent has the required experience and successful history

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- At least 10 years' experience implementing and working with SAP, with a minimum of 3 years working in the S/4HANA environment.
- A proven methodology for the successful completion of an S/4HANA conversion from SAP ECC.
- the proposed team is balanced with appropriate senior personnel with related expertise and skills
 - Team lead with experience leading and successfully completing at least three (3) technical conversions of SAP ECC to S/4HANA of similar or greater significance and size to the City's conversion.
 - Team member(s) with experience working with and converting the specific SAP applications (including required data conversions) in use at the City (see below) to S/4HANA.
 - Team member(s) with experience converting SAP HR applications to S/4HANA with the S/4HANA compatibility packs.

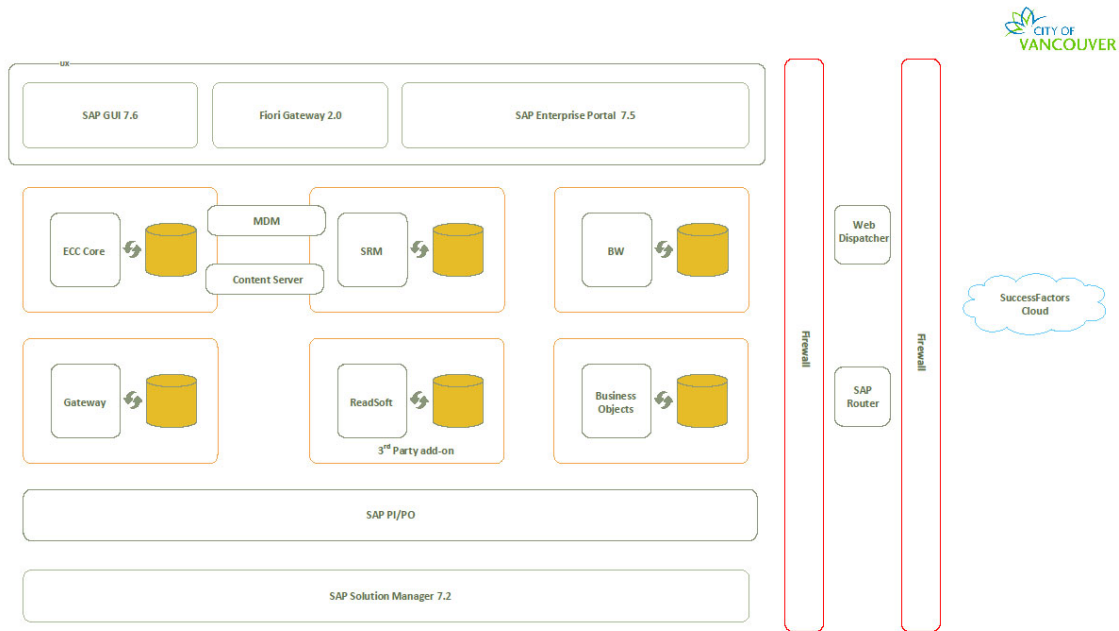
4.0 CURRENT SAP ENVIRONMENT

4.1 SAP Technical Environment

Hardware: IBM P-Series (P8/P9)
Database: DB2

The SAP environment is virtualized on IBM Power hardware running in City data centres. The system landscape includes a typical 3 tier implementation (DEV, QA, PRD) with additional Sandbox and Training environments. A *disaster recovery* (DR) and *high availability* (HA) solution has been implemented for all core applications and the DB2 Database.

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SAP PRODUCTION LANDSCAPE
Jan 2021

4.2 SAP ECC (version 6.17)

The following SAP ECC applications are currently in use at the City of Vancouver:

1) FI - Finance

- General Ledger (classic)
- Accounts Payable
- Accounts Receivable
- Asset Accounting
- Financial reporting
- Business Areas

2) CO - Controlling

- CE Accounting (master data, planning, act posting, reporting)
- CC Accounting (master data, planning, act posting, assess, reporting)
- Internal Orders (master data, act postings, settlement, reporting)
- Activity Types (master data, planning, act postings, reporting)
- Cost Obj Control (co production orders)
- CO Reporting

3) MM - Materials Management

- Purchasing (RFP, RFQ, PO's, outline agreements, service entry)
- Inventory Mgmt (inv verif, goods receipt/issue, transfers, reservations)
- Physical Inven (including cycle counting)
- MRP
- Service / Material / Vendor Master

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- 4) **PM - Plant Maintenance**
- Tech Objects (fl's, equipment, serialization, bom's, warranties)
 - Mtce Processing (notifications, orders, work centers)
 - Preventive Mtce (mtce planning, task lists)
- 5) **PS / IM - Project System / Investment Management**
- Investment Prog (master data only)
 - PS Master Data (proj def'n, wbs, network/activity)
 - Planning (wbs by version, planning settlement)
 - Overhead (for eng network)
 - Actual Posting (wbs/network and settlement)
 - PS Reporting
- 6) **REFX - Flexible Real Estate**
- Master Data (business partners, entities, buildings, rental units)
 - RE Contracts
 - Settlement Unit Cost Collector
 - REFX Reporting
- 7) **SD - Sales & Distribution**
- Customers
 - Pricing
 - Sales orders
 - Credit / Debit memos,
 - Billing & Invoicing
- 8) **Core HR / Payroll**
- Benefits
 - Organizational Management
 - Personnel Administration
 - Personnel Cost Planning and Payroll Accounting (gross to net pay).
 - Personnel Time Management using time evaluation, with clock times and without clock times.
 - Employees paid hourly on both exception and positive time entry. Production of T4/T4A's, off cycle cheques. The City runs SAP's Canadian version of payroll.
- 9) **CATS - Cross Application Time Sheet**
- Record/Display working time (for all staff including exception reporters).
 - Allocations via activity types to cost centres, orders and wbs.
 - Direct entry of hours as well as clock time entry.
- 10) **PA/MS - Manager's Desktop**
- Organizational based HR and Financial reporting.
- 11) **PD - Personnel Development**
- Employee Appraisals - (Appraisal Systems subcomponent only - not the Objective Setting & Appraisals subcomponent).
- 12) **EH&S - Employee Health & Safety**
- Tracking of WCB (Workers Compensation Board) related incident records.

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- Currently in the process of replacing this application.

13) TEM - Training & Events Management

- Tracking of internal and external staff training
- Note - not using the SAP Learning Solution Add-on.

14) BW - Business Warehouse

The City's Business Warehouse solution includes the following functional areas enabled as data flow with a combination of standard and customized content.

Functional Areas / Data Flows				
<u>Financial</u>	<u>HR / Pay</u>	<u>SCM</u>	<u>REFx</u>	<u>Accounting</u>
<ul style="list-style-type: none"> • Finance • Controlling • Project System • Invest Mgmt 	<ul style="list-style-type: none"> • Payroll • Time • CATS 	<ul style="list-style-type: none"> • Spend • Inventory 	<ul style="list-style-type: none"> • Real Estate 	<ul style="list-style-type: none"> • AP • AR

4.3 SAP BO - Business Objects (version 4.3)

Business Objects is used to report on data from the BW system OLAP Cubes and Bex Queries. Business users consume the BW data using Web Intelligence, AOLPA, Report Publications, Lumira Dashboards, Fiori Dashboards and Analysis for Office applications.

4.4 SAP Workflow

SAP Application Controlled workflow is used for Adobe Interactive Form (AIF) time sheet approvals (see AIF under Related Applications). SAP Process Controlled workflow is used for SRM shopping cart approval (see in subsequent SAP SRM section).

4.5 SAP EP - Enterprise Portal (version 7.5)

The SAP Enterprise Portal is currently used for access to SRM Classic (Shopping Carts) and Time Entry/Approvals. As outlined within the Scope & Requirements section the expectation is that the Enterprise Portal will continue to function (with integration to S/4HANA as required) in order to provide access to SRM and Time Entry. However, if new S/4 solutions are available to cover off these functions then consideration will be given to retiring the Enterprise Portal.

4.6 SAP SRM - Supplier Relationship Management (version 7.5)

Creation of shopping carts, Goods Receipt, Service Entry processing and related reporting. Shopping carts are currently created via the Enterprise Portal and approved via Fiori application (Approve Shopping Carts). As outlined within the Scope & Requirements section, the expectation is that we will continue to run SRM via the Enterprise Portal.

4.7 SAP ESS/MSS (via Enterprise Portal)

Currently, some staff complete their own time entry via the Enterprise Portal. Managers access this and other related staff information via the Portal for the purpose of approving staff time (via the MSS Managers Add-on). As noted within the Scope & Requirements section, the

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expectation is that we will continue to run ESS/MSS Time Entry and Approvals via the Enterprise Portal.

4.8 SAP PI/PO - Process Integration / Orchestration (version 7.5)

SAP Process Integration is currently used to provide integration between SAP and Non- SAP Applications. Please refer to SAP Integration diagram in the Interfaces & Custom Code section.

4.9 SAP MDM - Master Data Management (version 7.1)

MDM is used for Internal Catalog Management and is connected to SRM Shopping Carts. ECC Contracts & SRM Suppliers are replicated into MDM for Rich Catalog Maintenance.

4.10 SAP Fiori

A number of custom developed and updated SAP standard Fiori applications for accessing information and processing a few key approvals and transactions are in use at the City as follows. The City's Fiori applications are installed under a central hub deployment model.

1) SAP Standard (with minor adjustments)

- My Paystubs
- My Benefits
- My Profile
- My Tax Forms
- My Paystubs
- Employee Lookup
- My Addresses
- My Leave Requests
- Approve Leave Requests
- Track Shopping Carts
- Approve Shopping Carts
- Approve Timesheets
- My Team Calendar
- Manage My Substitutes

2) Custom Developed

- Fiori Analytics (provides metrics on the use of Fiori applications)
- My Released Work Orders (provides list of PM orders to mtce staff for update)
- My Completed Work Orders (provides list of completed PM orders to mtce staff)
- Goods Receipt
- Goods Issue
- Inventory Cycle Count
- Transfer Posting (Inventory Management)
- Location Change (MM default storage location)
- Employee Bank Information Change
- Emergency Contact Information Change
- Employee Employment Letter

4.11 SAP Solution Manager (version 7.2)

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Solution manager is used for job monitoring, system monitoring and Early Watch alerts. Change Request Management (ChARM) is also used for transport management.

4.12 SAP SuccessFactors

SuccessFactors Recruiting (RCM - Recruitment Management, RMK - Recruitment Marketing) is used in support of approximately 10,000 positions.

SuccessFactors Learning Management.

4.13 SAP Launchpad

The SAP Launchpad is a custom developed portal page (under the Fiori framework) which is used for enabling Single Sign-on (SSO) for all SAP Applications. The Launchpad provides SSO based access to SAP GUI, Portal, Fiori, SuccessFactors (Recruiting and LMS), Solution Manager Charm and other third party applications using the Fiori tile based framework.

4.14 Related Applications

1) ReadSoft (version 5.7)

ReadSoft Invoices and Process Director are utilized for the scanning, recognition and processing of incoming invoices into the SAP system. The current version of ReadSoft (5.7) is not compatible with S/4HANA and therefore will either be upgraded (early 2021) to the most current available version (Invoices 6.0, Process Director 7.8) or replaced prior to the conversion to S/4HANA.

2) Adobe Interactive Forms (version 8.01)

An AIF form is currently utilized for some employees to record overtime work hours for subsequent approval (by way of standard SAP application workflow) and automated upload into the SAP CATS application.

3) Epi-Use Data/Client Sync (version DSM4)

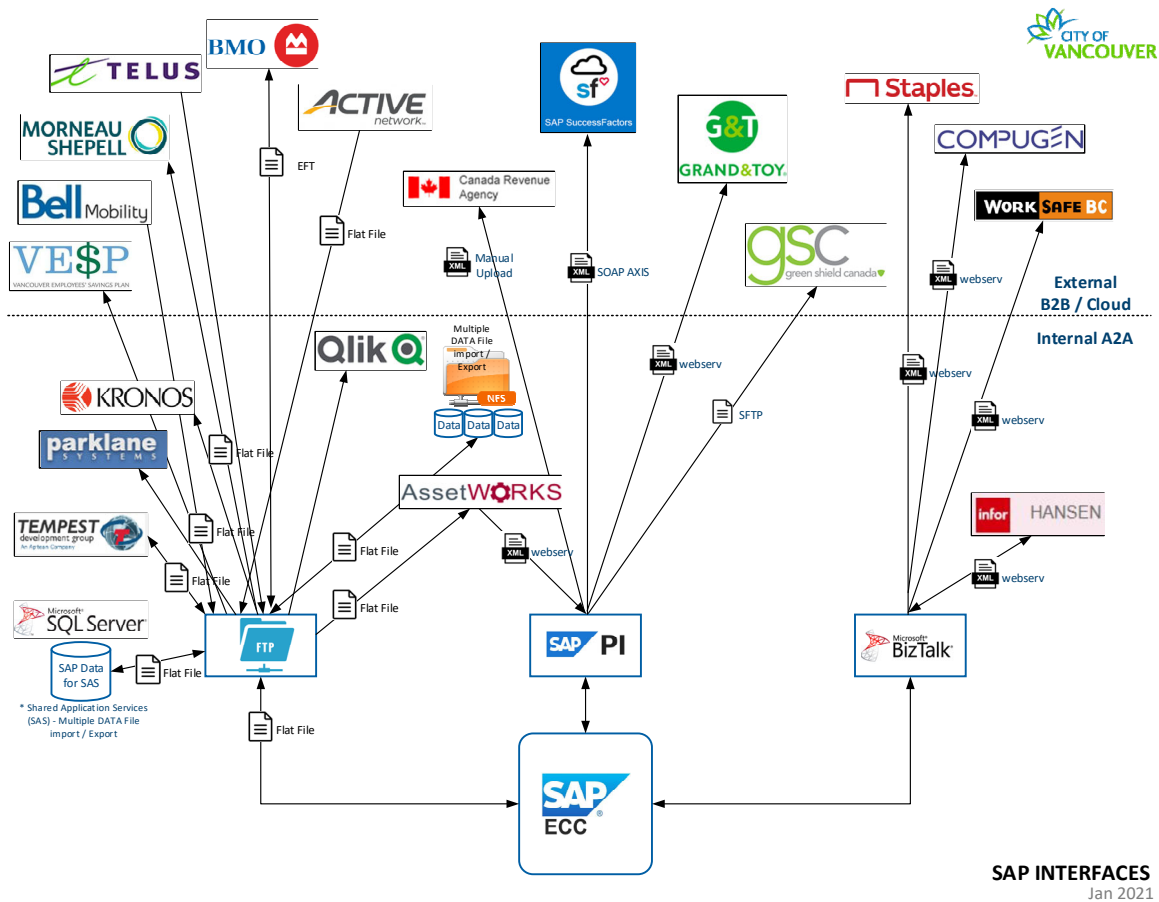
Data Sync and Client Sync applications (from Epi-Use) are utilized by the City's SAP support team to copy and scramble SAP data. An upgrade is planned to version DSM5 prior to the conversion to S/4HANA.

4.15 Interfaces & Custom Code

1) Interfaces

There are currently approximately 100 interfaces that exist to/from SAP ECC. Many of these are outgoing flat files via FTP as well as a number of API interfaces that connect to external organizations.

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2) Custom Code

Custom code in SAP has been limited primarily to reports, interfaces and user exits (a very small number of core modifications exist). The SAP Readiness Check for SAP S/4HANA Report (that provides more information on customizations) will be made available to vendors that submit proposals. Refer to Section 8.0 Attachment.

4.16 Security & Authorizations

1) Overview

The City uses a number of security/authorization features to provide access to the various SAP application areas as follows (note that CUA is not utilized):

- Direct (to SAPID) and indirect (to position) standard role assignments.
- Structural authorizations (for controlling access to some HR related data).
- SAP BW (reporting authorization concept and analysis authorization concept)
- SAP BO (via Central Management Console)
- Portal roles LDAP (ECC, SRM, Solution Mgr)

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4.17 Key Metrics

1) SAP Users

- # ECC Users: -2,000
- # SRM Users: -1,000
- # ESS Users: -4,500

2) Transactions / Volumes

- Payroll: - 12k employees
- Financial: -530k FI docs/yr (AA, AP, AR, GL); -2m CO docs/yr
- Logistics: -28k PO's/yr; -150k Material Docs/yr; -40k Notifications/yr

4.18 SAP Support & Development Team

The City of Vancouver is assigning a number of SAP technical and functional staff from our SAP Support & Development team to work on this conversion project. Individuals from the business units will also be involved as part of the testing effort.

The SAP Support & Development team is made up of 25 well-experienced SAP professionals that provide functional and technical support, system customization and development across all SAP applications. They are well-versed in implementing SAP solutions from start to finish as well as completing upgrades to the ECC platform. The expectation is that up to 50-60% of this team's capacity (~ 12-14 FTE) will be assigned to the S/4HANA conversion effort (the balance will support/maintain the existing SAP platform during the conversion). The team is made up of the following resources:

- 3 SAP Managers (Finance, HR and Technical)
- 13 SAP Business Analysts (providing ongoing support and development)
 - SAP HR/Pay BA (6) [~3 FTE's available for conversion]
 - SAP Finance BA (6) [~4 FTE's available for conversion]
 - SAP BI/BW BA (1) [~0.5 FTE available for conversion]
- 4 SAP BASIS Analysts [~2 FTE's available for conversion]
- 2 SAP Security Analysts [~1 FTE available for conversion]
- 3 SAP Developers [~2 FTE's available for conversion]

5.0 SCOPE & REQUIREMENTS

5.1 Functional Scope

- 1) All SAP ECC applications (as outlined in Section 4.0 - *Current SAP Environment*) will be converted to S/4HANA with the exception of EH&S (as we are replacing) and the following (as it is our understanding that these HR applications are not available under S/4HANA - even with the application of Compatibility Packs):
 - a. PD - Personnel Development / Appraisals
 - b. TEM - Training & Event Management
- 2) HR Function Strategy: The City recognizes that there may be different options for accommodating HR/Payroll functions as part of this conversion. It is our understanding that the City can utilize HR Compatibility Packs under S/4 (the commercial proposal

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should be based on this assumption), continue to run HR/Payroll in the current SAP Business Suite environment, with integration to S/4HANA as required, or consider other possible options until such time that a new HR-enabled S/4HANA version becomes available. Therefore, part of the scope of this engagement is to work with the City team to consider, confirm and implement the best approach for this area. Scope should include the development of an HR Function strategy to consider other possible options until a new HR enabled version becomes available. Review of this deliverable may result in amendment of project plan.

- 3) 3rd Party Add-On Strategy: SRM Classic functions (Shopping Carts, Goods Receipts, Service Entries) and ESS/MSS functions (Time Entry/Approvals) that are currently accessed via the Enterprise Portal are expected to continue (integrating to S/4HANA as required); the commercial proposal should be based on this assumption. Scope should include the development of a 3rd Party Add-On Strategy to determine if the effort to transitioning these functions to S/4HANA is of same or similar effort to converting the current Enterprise Portal and SRM solution to operate under S/4HANA. Review of this deliverable may result in amendment of project plan.
- 4) All SAP Fiori applications currently in use (including SAP standard and custom developed) will be updated if/as necessary to function under S/4HANA. Consideration will be given to replacing those existing Fiori applications where a new SAP standard Fiori application is available under S/4HANA (provided that the replacement is of similar effort to updating the current).
- 5) All related applications (as noted in the Current SAP Environment section) as well as interfaces and system customizations (including custom reports) will continue to function and integrate with SAP as required (under the new S/4HANA platform).
- 6) An appropriate level of functional testing and signoff will occur across the SAP (and related) landscape and that users are prepared to operate on the new platform.

In preparation for the conversion project the City has recently completed a conversion to Unicode on the ECC system, simplified a number of interfaces and is completing plans for the purchase of new hardware.

5.2 Technical Scope

1) Hardware / Architecture

As part of the transition to S/4HANA the City will be introducing new Intel-based hardware. The new SAP S/4HANA platform will be installed to operate on this new on-premises hardware. This hardware installation will be completed by the City, however, the installation/setup of HANA and Disaster Recovery will be the responsibility of the contractor (working with the City team). Also, we expect the contractor to validate the final overall hardware environment as being SAP S/4HANA appropriate. Consideration will be given to the installation of some of the non-production S/4HANA landscape to a cloud environment particularly if there are advantages in doing so. The City expects that our implementation partner will assist us in confirming the best approach for utilizing the cloud as part of our new SAP platform.

2) Custom Code

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Identify and complete any/all required adjustments to custom code (interfaces, reports, other) to ensure the SAP platform (including interfaces with other applications or external partners) continue to function as required under S/4HANA.

3) Security / Authorizations

Convert SAP security/authorization setup as required to function under the S/4HANA platform.

6.0 IMPLEMENTATION

6.1 Timeline

The City expects to begin the conversion project in the third (3rd) quarter of 2022 and complete approximately six to ten months thereafter. After the technical conversion as per SAP best practice the City expects to embark on a series of innovation projects to leverage the value of the S/4HANA functionality.

6.2 Project Organization

The project will be structured with a modest steering committee and a core project team. The core team will be primarily staffed with members of the City's SAP group (SAP Managers, SAP BA's, Developers, security analysts and Basis resources). As this is a technical conversion, our SAP Technical Manager will act as the City's Project Coordinator. An extended team of individuals from our core business units will engage part time for the purpose of verifying decisions, data cleanup/conversion and testing. As noted, our expectation is that our experienced consultant will provide overall project leadership and management for the initiative as well as the necessary SAP technical and functional resources to work together with our team to identify and complete all conversion work as required. It is our expectation that City resources will complete much of the hands-on work related to the conversion (with guidance and assistance from the consultant).

The anticipated organization of the project team is noted in the table below.

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GROUP / MEMBERSHIP	GENERAL RESPONSIBILITIES
<u>STEERING COMMITTEE</u> (every 2-4 weeks)	
<ul style="list-style-type: none"> - City IT/Business Leadership - Consultant Lead/PM - City Project Coordinator 	<ul style="list-style-type: none"> - remain up to date on project status - resolve issues of significance - ensure adequate resourcing - signoff of completions
<u>CORE PROJECT TEAM</u>	
Project Management <ul style="list-style-type: none"> - Project Leadership (Consultant/City) 	<ul style="list-style-type: none"> - manage activities of project team - provide regular status updates (biweekly)
Technical <ul style="list-style-type: none"> - SAP Tech Resources (Consultant) - SAP Technical Mgr (City) - SAP Basis Analysts (City) - SAP Security Analysts (City) 	<ul style="list-style-type: none"> - technical and data conversion - testing
Finance/Logistics <ul style="list-style-type: none"> - SAP FILO Resources (Consultant) - SAP FILO Mgr (City) - SAP FILO BA's (City) - SAP Developers (City) 	<ul style="list-style-type: none"> - data conversion - testing - end user preparation
HR/Payroll <ul style="list-style-type: none"> - SAP HR/Pay Resources (Consultant) - SAP HR/Pay Mgr (City) - SAP HR/Pay BA's (City) - SAP Developers (City) 	<ul style="list-style-type: none"> - data conversion - testing - end user preparation
<u>EXTENDED TEAM</u>	
<ul style="list-style-type: none"> - Business Staff (Finance, Payroll, HR) 	<ul style="list-style-type: none"> - assist with data conversion - testing - end user preparation

6.3 Work Plan & Responsibilities & Milestone Acceptance Criteria

The following table outlines the anticipated key work items associated with the conversion to S/4HANA. As the S/4HANA conversion experts, the contractor will further develop this plan as required, provide a proven methodology/approach and work alongside City SAP staff (providing leadership, guidance and hands on assistance) to complete all assessment and conversion work necessary to realize a successful conversion to S/4HANA. The City's SAP resources expect to be engaged and involved in all aspects of the conversion work so that they can gain the experience and knowledge necessary to fully support and work with the new platform.

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#	PHASE	TASK DESCRIPTION	RESPONSIBLE	ASSISTED BY / INVOLVING	ACCEPTANCE CRITERIA FOR KEY MILESTONES' COMPLETION
1	PREPARATION	1.1 - Project Planning	Consultant	City	<ul style="list-style-type: none"> Confirmation of conversion plan
		1.2 - Infrastructure Preparation	City		
		1.3 - HR Function Strategy	Consultant	City	
		1.4 - Third Party Add-On Strategy	City	Consultant	
		1.5 - Team Training (relevant SAP courses)	City		
2	EXPLORE	2.1 - Project Mgmt/Leadership	Consultant	City	<ul style="list-style-type: none"> Completion of Simplification Analysis Confirmation of required custom code and interface adjustments S/4HANA converted system (SBX) Completion/Signoff of Unit Testing (round 1)
		2.2 - Establish SBX (ECC)	City		
		2.3 - CVI/FI Assessment & Pre Conversion	Consultant	City	
		2.4 - Interface Assessment	Consultant	City	
		2.5 - Custom Code Impact Adjustments	City	Consultant	
		2.6 - Simplification Analysis	Consultant	City	
		2.7 - S/4HANA Conversion (SBX)	Consultant	City	
		2.8 - FIN and Custom Code Adjustments	City	Consultant	
		2.9 - Interface Adjustments	City	Consultant	
		2.10 - Unit / Functional Testing	City	Consultant	
3	REALIZE	3.1 - Project Mgmt/Leadership	Consultant	City	<ul style="list-style-type: none"> S/4HANA converted system (DEV) Completion of required custom code and interface adjustments. Completion/Signoff of Unit testing (round 2). S/4HANA converted system (QAS). Completion/Signoff of Integration and UA test. Completion/Signoff of Parallel Payroll test. Completion/Signoff that compatibility packs provide for the adequate/full function of all HR applications
		3.2 - Establish DEV (ECC)	City		
		3.3 - S/4HANA Conversion (DEV)	Consultant	City	
		3.4 - Create Customizing & Custom Code	City	Consultant	
		3.5 - Unit / Functional Testing	City	Consultant	
		3.6 - Security Implementation	Consultant	City	
		3.7 - Establish QAS (ECC)	City		
		3.8 - S/4HANA Conversion (QAS)	Consultant	City	
		3.9 - Transports & Data Conversion (QAS)	Consultant	City	
		3.10 - Integration / UA Testing	City	Consultant	
		3.11 - Parallel Payroll Test	City	Consultant	
4	DEPLOY	4.1 - Project Mgmt/Leadership	Consultant	City	<ul style="list-style-type: none"> Successful execution of conversion rehearsal. Successful conversion of Production (operational with little/no issues).
		4.2 - Finalize Testing	City	Consultant	
		4.3 - End User Preparation	City		
		4.4 - Conversion Rehearsal	Consultant	City	
		4.5 - Production Cutover	Consultant	City	
5	STABILIZE	5.1 - Project Mgmt/Leadership	Consultant	City	<ul style="list-style-type: none"> Resolution of any/all Production issues. Successful completion of first payroll run. Successful completion of first month end
		5.2 - Monitor/Resolve issues	City	Consultant	
		5.3 - Support users	City		

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7.0 ADDITIONAL FOLLOW ON SERVICES (Business Transformation Program)

7.1 Overview

Following the successful completion of the technical conversion from SAP ECC to SAP S/4HANA the City intends to pursue a number of business transformation initiatives that would leverage the new SAP platform. Example areas of interest include Budgeting/Planning, Financial Reporting and the expansion of Fiori. These initiatives may also require the assistance of experienced SAP S/4 HANA specialists and technical expertise with the implementation of identified SAP S/4 solutions.

Proponents should include in the commercial proposal a roster of resources with rates that are available that could be made available for shorter exploratory work items that would be accessed in response to a statement of work issued by the City but with potential for larger items to assist with the execution of transformation initiatives.

Ideally, the City would like to establish the transformation program prior to the completion the technical conversion and have several initiatives ready to implement shortly afterwards.

7.2 Post Conversion (Transformation Projects) - Service Provider Qualifications

- 1) 3-5 years of experience working with SAP and functional teams to develop and deliver transformation programs primarily leveraging S/4HANA functionality immediately after the technical conversion is completed.
- 2) 3-5 years of experience leading and successfully completing SAP S/4 solution implementations in the areas of finance, logistics, HR and reporting (from business process design through to final implementation).
- 3) Able to provide functional and technical expertise with the implementation of identified SAP S/4 solutions.

7.3 Post Conversion (Transformation Program) - Service Requirements

- 1) A proven methodology, including governance, for identifying, scoping and prioritizing, sequencing S4/4HANA transformation opportunities.
- 2) A proven methodology for the successful design, configuration and implementation of new SAP solutions.

8.0 ATTACHMENT

- SAP Readiness Check for SAP S4HANA Report (90 pages)

The interested Proponents are required to complete the following Annex 1 - Non-Disclosure Agreement and submit to Wen.shi@Vancouver.ca in order to get access to this document.

Annex 1 - Non-Disclosure Agreement

WHEREAS, for **RFP PS20210159 - CONSULTING SERVICES FOR SAP S/4HANA CONVERSION**, the City shall disclose to _____ (the “**Recipient**”, the name of the Proponent), certain Confidential Material of the City for the sole purpose of submitting a proposal (the “**Purpose**”) and on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Recipient hereby agree as follows:

1.0 **Definitions**

- 1.1 “**Affiliate**” means an affiliate as defined in the *Business Corporations Act* (British Columbia), as may be amended.
- 1.2 “**Agreement**” means this Non-Disclosure Agreement.
- 1.3 “**City**” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City’s Board of Parks and Recreation, the Vancouver Fire and Rescue Service, and the Vancouver Library Board;
- 1.4 “**Recipient’s Team**” means any person who is a member of the Recipient’s team, whether such member is an employee, sub-contractor or agent of the Recipient, or any employee or agent of such person.
- 1.5 “**Confidential Material**” means all information, in any form or medium, known or used by City or an Affiliate of the City which is not known to the general public, including, but not limited to, the know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information and information as to business opportunities, methods and strategies and research and development of the City and its Affiliates. If and to the extent any Confidential Material is included in any report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such report, assessment, diagram, memorandum, document or Confidential Material in such other form or medium will be deemed to be Confidential Material.

2.0 **Title**

- 2.1 All right, title and interest in and to Confidential Material will be and remain vested in the City. Nothing in this Agreement obliges the City to disclose Confidential Material to the Recipient or grants the Recipient any license or right of any kind with respect to Confidential Material, except the limited right to use such information solely for the Purpose.

3.0 **Recipient’s Obligations**

- 3.1 The Recipient will use Confidential Material only as strictly required for the Purpose and only in the manner and upon the terms specified in this Agreement.
- 3.2 The Recipient will deal in utmost good faith with the City in its use of the Confidential Material provided by the City.

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- 3.3 The Recipient will hold and keep, and will ensure that all of the Recipient's Team will hold and keep, the Confidential Material in confidence and in trust for the City, using at least the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own similar confidential information of like importance, and will,
- (a) prevent any access, reproduction, disclosure or use of the Confidential Material not expressly authorized herein,
 - (b) disclose the Confidential Material only to those of the Recipient's Team who have a definable need to know such information for Purpose, provided that such Recipient's Team are bound by a confidentiality agreement with the Recipient no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Recipient agrees to use its best efforts to recover any of the Confidential Material in such person's custody or control. The Recipient will be responsible for all damages arising from any disclosure of all or part of the Confidential Material or any act in contravention of this Agreement by a person to whom such Confidential Material was given by the Recipient as if the disclosure were made or the act performed directly by the Recipient,
 - (c) not, and will ensure that each of the Recipient's Team will not, copy or reproduce any of the Confidential Material, except as strictly necessary in order to carry out the Purpose, and
 - (d) promptly notify the City in writing of any unauthorized copying, reproduction, use or disclosure of the Confidential Material of which the Recipient is or becomes aware, and such notice will include a detailed description of the circumstances of the copying, reproduction, use or disclosure and the parties involved.

4.0 *Exceptions to Confidentiality Obligations*

- 4.1 This Agreement imposes no obligation upon the Recipient with respect to the City's Confidential Material received hereunder that
- (a) the Recipient can promptly demonstrate with documentary evidence was already legitimately known to the Recipient without a duty of confidentiality prior to the disclosure thereof by the City,
 - (b) is lawfully received by the Recipient from a third party, other than a supplier introduced to the Recipient by the City, without a duty of confidentiality,
 - (c) has become general public knowledge through no act or fault on the part of the Recipient or the Recipient's Team, or
 - (d) the Recipient can promptly demonstrate with documentary evidence was independently developed by or for the Recipient without the use of any Confidential Material.

5.0 *Legal Requirement to Disclose*

- 5.1 If the Recipient or any of the Recipient's Team is or becomes legally required to disclose any Confidential Material to a government body or court of law, the Recipient agrees, to the extent permissible by law, to give, and will ensure that the Recipient's Team give, the

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City sufficient advance notice to enable the City the opportunity to contest the disclosure or obtain a protective order.

6.0 Warranty Disclaimer

6.1 All Confidential Material is provided on an “as is” basis, and all representations and warranties, express or implied, including as to its accuracy or completeness, fitness for purpose, merchantability, and non-infringement, are hereby disclaimed.

7.0 Injunctive Relief

7.1 The Recipient acknowledges and agrees with the City that

- (a) the secrecy of the Confidential Material is of the utmost importance to the City, and the Confidential Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the City’s interests against any actual or threatened breach of this Agreement
- (b) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the City’s business and security and all defences to the strict enforcement thereof by the City are hereby waived by the Recipient to the fullest extent permitted by law, and
- (c) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the City, and so the City will, in addition to any other rights to relief, be entitled to the remedies of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement, without proof of actual damages or the inadequacy of monetary damages.

8.0 General

8.1 Upon the request at any time of the City, the Recipient will promptly **destroy** all Confidential Material and any copies or reproductions thereof in the Recipient’s possession or under its control or in the possession or under the control of any of the Recipient’s Team, and will certify in writing such destruction or return of all Confidential Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Recipient’s compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.

8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.

8.3 The Recipient will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Recipient from making such disclosure

- (a) on a confidential basis to any of the Recipient’s Team to the extent such person needs to know such information strictly for the Purpose, or
- (b) in order to comply with the requirements of applicable securities or other laws.

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- 8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Recipient irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
- 8.6 If the Recipient agrees to the terms and conditions of this Agreement the Recipient is required to sign and return this Agreement to the City of Vancouver Supply Chain Management Office, by email to wen.shi@vancouver.ca, attention Wen Shi.**

Signed by:

Signature of Authorized Signatory for the Proponent

Print name in full with title

Print Recipient's company name in full

[Date]

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PART C - FORM OF PROPOSAL

PART C – FORM OF PROPOSAL

RFP No. PS20210159, CONSULTING SERVICES FOR SAP S/4HANA CONVERSION (the “RFP”)

Proponent’s Full Legal Name: _____

“Proponent”

Address: _____

Jurisdiction of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City’s website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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PART C - FORM OF PROPOSAL**

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 10 Proof of WorkSafeBC Registration

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PART C - FORM OF PROPOSAL**

**APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP**

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20210159, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

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process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

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- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts;

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Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

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- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below. Attach information with clear section titles to this Form of Proposal if space below does not suffice. **DO NOT INCLUDE ANY PRICING IN THE 'FORM OF PROPOSAL'.**

1.0 EXECUTIVE SUMMARY

Reference	Requirement
1.1	Provide a brief executive summary of your Proposal. Summarize your proposal and comment on how it meets the City's requirements.
Response	

2.0 COMPANY PROFILE AND KEY PERSONNEL

Reference	Requirement
2.1	Provide a description of your company, purpose and history of relevant successes including number of years in business, size of the company, history of successes, experience with similar projects, and what is most responsible for the Proponent's success to date. Refer to Part B Section 3.3 Technical Conversion - Service Provider's Qualifications for the City's detail requirements.
Response	
2.2	Identify and provide professional biographical information for the key personnel (including sub-consultant, if any) that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. Also attach to this Form of Proposal as an additional Appendix CVs and a project team organization chart, identifying all roles and areas of responsibility. Refer to Part B Section 3.3 Technical Conversion - Service Provider's Qualifications for the City's detail requirements.
Response	

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3.0 PROJECT METHODOLOGY & WORK PROGRAM

Reference	Requirement
3.1	Describe the methods to be employed to perform, coordinate and communicate the work and to control the scope, quality, schedule. Include a clear and thorough description of all assumptions made. However the cost info should only be included in Appendix 3 - Commercial Proposal with the detail explanation of assumptions.
Response	
3.2	Provide a high level work plan and timeline (gantt format) for the conversion that outlines all key work items with estimated durations and efforts of both consultant and City resources.
Response	
3.3	Based on the background provided in the RFP, what do you feel will be the biggest challenge the project will face, and what is unique about how your proposed approach will help us overcome that challenge? In addition, provide a brief indication of any other special challenges or considerations foreseen by the Proponent and proposed solutions for each.
Response	
3.4	Describe what makes your approach/methodology for conversion to S/4HANA different than or perhaps superior to that of your competitors?
Response	
3.5	How specifically will you work collaboratively with members of the City's SAP team in completing the conversion work?
Response	
3.6	What will be your strategy/approach for ensuring that adequate knowledge transfer occurs to the City's team in order to ensure ongoing system support and development?
Response	
3.7	Given your experience in completing technical conversions to S/4HANA, how much of the consultant work do you anticipate being completed remotely? Are there any particular times/portions of the project where being onsite with City staff would be important or necessary?
Response	
3.8	What will be your approach to ensuring that issues are identified and resolved properly and in a timely manner?
Response	

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4.0 SCOPE & REQUIREMENTS

Reference	Requirement
4.1	Describe your company's approach or work plan for HR/Payroll function. For the details, please refer to RFP Part B Section 5.1 Functional Scope, Item #2).
Response	
4.2	Describe your company's approach or work plan for the SRM Classic function and ESS/MSS via the Enterprise Portal. For the details, please refer to RFP Part B Section 5.1 Functional Scope, Item #3).
Response	
4.3	Describe your company's approach or work plan to meet the City's requirements for converting existing Fiori applications stated in RFP Part B Section 5.1 Functional Scope, Item #4).
Response	
4.4	Describe your company's approach or work plan to meet the City's requirements stated in RFP Part B Section 5.1 Functional Scope, Item #5).
Response	
4.5	Describe your company's approach or work plan to meet the City's requirements for testing stated in RFP Part B Section 5.1 Functional Scope, Item #6).
Response	
4.6	Describe your company's approach or work plan to meet the City's requirements stated in RFP Part B Section 5.2 Technical Scope, Item #1) - Hardware / Architecture.
Response	
4.7	Describe your company's approach or work plan to meet the City's requirements stated in RFP Part B Section 5.2 Technical Scope, Item #2) - Custom Code.
Response	
4.8	Describe your company's approach or work plan to meet the City's requirements stated in RFP Part B Section 5.2 Technical Scope, Item #3) - <u>Security / Authorizations</u> .
Response	
4.9	Describe your company's approach or work plan to meet the City's timeline stated in RFP Part B Section 6.1 - Timeline.
Response	

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5.0 VALUE ADDED SERVICES - SUPPORT FOR TRANSFORMATION PROGRAM

Reference	Requirement
5.1	<p>Provide details of your company’s experience supporting successful (post conversion) transformation/modernization programs? Provide details for two successful engagements that have delivered business value for similar organizations. Describe the organizations similarities, scale and scope of the program and main elements that made it successful (including but not limited to change management and the establishment of governance and sustainment structures).</p> <p>Refer to RFP Part B Section 7.2.1 - Qualifications</p>
Response	
5.2	<p>Provide details of your company’s experience leading and successfully completing SAP S/4 solution implementations in the areas of finance, logistics, HR, facilities and plant maintenance, and reporting/BI (from business process analysis and design through to final implementation).</p> <p>Refer to RFP Part B Section 7.2.2 - Qualifications</p>
Response	
5.3	<p>Provide an overview of the depth and breadth of experience the City will have access to during the engagement.</p> <p>Provide details of roles with skills and experience. Provide a list of S/4 HANA functional areas (modules /lines of business) staff have experience supporting. Identify any gaps compared to our environment; how will gaps be addressed. Do you have access to expertise in related non-SAP technologies?</p> <p>Refer to RFP Part B Section 7.2.3 - Qualifications</p>
Response	
5.4	<p>Provide an overview describing your methodology, including governance, for identifying, scoping and prioritizing, sequencing S4/4HANA transformation opportunities. Identify roles your company can provide to support the development of this type of transformation/modernization program.</p> <p>Refer to RFP Part B Section 7.3.1 - Requirements</p>
Response	
5.5	<p>Provide an overview of your methodology for implementing new SAP S/4 functional business solutions. Identify roles your company can provide to support the development of this type of transformation/modernization program.</p> <p>Refer to RFP Part B Section 7.3.2 - Requirements</p>
Response	

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Reference	Requirement
5.6	<p>Specifically the City is interested in implementing a budgeting and reporting solution leveraging on SAP embedded best practices. Describe your experience implementing this type of solution for similar clients. Which technical solutions have you implemented? What were the key factors affecting this choice and common success factors for this type of project?</p> <p>Refer to RFP Part B Section 7.3.2 - Requirements</p>
Response	
5.7	<p>Describe any other value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the contract. Unless otherwise stated, it is understood that there are no extra costs for these value added services, however, if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B - Pricing Sheet.</p>
Response	

6.0 INNOVATION

Reference	Requirement
6.1	<p>Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Scope of Work. In the space below, note any proposed innovative approaches to meeting the City's requirements.</p>
Response	
6.2	<p>Based only on information in the RFP, describe alternatives the City could consider to using compatibility packs for HR/Payroll functions. Provide an initial assessment on which approach should be adopted and why.</p>
Response	
6.3	<p>Based only on information in this RFP would proponent's initial recommendation be to continue to use the Enterprise Portal (integrating to S/4) or to roll out S/4 equivalent functionality to replace SRM Classic functions (Shopping Carts, Goods Receipts, Service Entries) and ESS/MSS functions (Time Entry/Approvals). Discuss different approaches and considerations needed to determine strategy.</p>
Response	

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7.0 SUSTAINABLE AND ETHICAL PROCUREMENT

SOCIAL SUSTAINABILITY

SUPPLIER DIVERSITY

Please note for the Supplier Diversity, Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

<p>In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).</p>	
<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate 	<p>Social / Diverse Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> Supplier Diversity Certification <p>Enviro / Other Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BuySocial <input type="checkbox"/> Living Wage <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<ul style="list-style-type: none"> <input type="checkbox"/> None of the above 	<ul style="list-style-type: none"> <input type="checkbox"/> None of the above

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

- a. If yes, please describe in detail:

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

- a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

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What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of contract	Name of the Businesses being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop ; BCorp			
Other			

EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)

2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
 - a. Please describe how you track/monitor your workforce diversity including frequency

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
 - a. Please describe and/or use the table below

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Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?

a. If yes, please describe

5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N

Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

WORKFORCE DIVERSITY

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

<p>As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). <i>Confidential & for information only</i></p>	
<p><u>Overall Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate 	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate
<p><u>If you choose not to respond please indicate why:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Do not track this information</u> <input type="checkbox"/> <u>Do not want to share this information</u> 	

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ENVIRONMENTAL SUSTAINABILITY

ENVIRONMENTAL OPERATIONS

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases)

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
<u>GHG Emissions</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Energy usage</u>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Water usage</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Any hazardous/toxic air or water emissions</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of solid waste</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of hazardous</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other</i>	<input type="checkbox"/>	<input type="checkbox"/>

a. If reporting, please indicate to whom or where

- Government(s)/Agencies
- Industry Association(s) ie. “industry-wide [environmental product declaration](#)”
- [CDP](#)
- Global certification system ie. [World Business Council for Sustainable Development](#)
- Other(s) ie. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain

2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals

- Increase [renewable energy](#) sources and/or reduce the company’s overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances

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- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details

Do you engage with your supply chain on any above noted issues? Y/N, explain

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APPENDIX 3
COMMERCIAL PROPOSAL

Complete Appendix 3 - Commercial Proposal as a separate excel file.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section (b) of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

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APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are **relevant** to the Scope of Work set out in this RFP. **Include in Description of the Project factors that demonstrate relevance e.g. reference is Canadian, reference is government, similarity of scope and schedule to this scope of work.**

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Project (including timeline, etc.)	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Project (including timeline, etc.)	

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Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Project (including timeline, etc.)	

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APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent.

Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.

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**APPENDIX 5 - CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. UMBRELLA OR EXCESS LIABILITY INSURANCE **Limits of Liability (Bodily Injury and Property Damage Inclusive)**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. PROFESSIONAL LIABILITY INSURANCE **Limits of Liability**

INSURER _____	Per Occurrence/Claim \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. OTHER INSURANCE

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

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**APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

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APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20210159

Title: CONSULTING SERVICES FOR SAP S/4HANA CONVERSION

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent) of my

personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

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**APPENDIX 8
SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, [or state that the Proponent does not propose to use any subcontractors.](#)

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
<p>Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	<p>In the space below, detail the Proponent’s proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.</p>	
<p>The Subcontractor’s Relevant Experience (identify at least three similar projects within the last five years, including the client)</p>	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. [If no amendments to the Form of Agreement are proposed, state "none"](#). It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

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APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal [or indicate that there are no exceptions, as applicable.](#)

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

PART D
FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

RFP PS20210159 - CONSULTING SERVICES FOR SAP S/4HANA CONVERSION

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“Fee Invoice”** has the meaning set out in Section 5.1;
- (i) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (j) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (k) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Consultant in writing;
- (l) **“Living Wage Employee”** means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;

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- (m) “**Project Team**” has the meaning set out in subsection 2.2(c);
 - (n) “**Proposal**” means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
 - (a) “**PST**” means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
 - (o) “**RFP**” means Request for Proposal PS20210159 - CONSULTING SERVICES FOR SAP S/4HANA CONVERSION, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
 - (p) “**Services**” has the meaning set out in Section 2.1;
 - (q) “**Social Enterprise**” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate;
 - (r) “**Student**” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Consultant or a Sub-contractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
 - (s) “**Sub-contractor**” has the meaning set out in Section 4.1; and
 - (t) “**Term**” means the term of this Agreement as specified in Section 12.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B and C;
 - (b) the RFP; and
 - (c) the Proposal.
- [Modify the list as necessary upon award.]**
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;

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- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other consultants, in each case to which the Services relate;
- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
- (c) maintaining and supervising its employees and Sub-contractors (the “Project Team”) described in Section 3.1.

2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Consultant will perform the Services:

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- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.
- 3A Living Wage**
- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all

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Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.

- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a material breach by the Consultant of this Agreement that shall entitle the City to terminate this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.
- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Consultant (subject to reimbursement of the Consultant's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.
- 3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
 - (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

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5.0 BASIS OF PAYMENT TO THE CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant:

- (a) the fees set out in Appendix D; and
- (b) subject to any “Fixed Disbursement Amount” defined herein, reimbursements for disbursements reasonably incurred by the Consultant in the performance of the Services, which shall be at actual cost without any addition for overhead or profit;

plus GST and PST as applicable to the sale made to the City hereunder.

5.2 Following the completion of each of the deliverables set out in Appendix D, the Consultant will submit to the City an invoice (each, a “**Fee Invoice**”) in the form set out in Section 5.3 below setting out the fee payable by the City for the Deliverable in the amount set out in Appendix D, any disbursements related thereto and any GST and PST.

5.3 Following receipt of a Fee Invoice, the City’s Project Manager shall review the invoice and raise any concerns with the Consultant within ten business days of receipt of the Fee Invoice. If the City’s Project Manager raises any concerns with the invoice or requests additional information in respect of the invoice, the Consultant, if so requested, shall provide such information or will meet with the City’s Project Manager to expedite and settle the disputed amount. Each invoice must contain:

- (a) the Consultant’s name, address and telephone number;
- (b) the City purchase order number;
- (c) the name of the City’s Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).

5.4 Except for amounts of Fee Invoices which the City in good faith is disputing and except for Fee Invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence or a meeting pursuant to Section 5.3, the City shall pay all Fee Invoices submitted to it for the Services within thirty (30) days of receipt thereof.

5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum aggregate liability (the total of all “maximum amounts” in the Table in Appendix D) of the City hereunder (the “Maximum Fees and Disbursements”) will be \$**[insert amount]**, plus GST as applicable to the sale made to the City hereunder.

5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant’s invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it

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approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.

- 5.7 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to details of all disbursements and percentage amounts of work completed. The City shall for the purpose of review and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and review for a period of one year after the termination for any reason of this Agreement.
- 5.8 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case, the fees payable pursuant to this Agreement and any specified delivery dates for Deliverables will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors,

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omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

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11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints **[insert name] [email address]** as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **[insert name]**'s appointment as the City's Project Manager by the City, **[insert name]** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **[insert name]**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints **[insert name] [email address]** as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by **[insert date]** (the "Term").

13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$500 (including all taxes).

14.0 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and

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- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “**Confidential Information**”). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Consultant’s breach of this Agreement or the Consultant’s actions;
 - (b) information which was previously in the Consultant’s possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City’s request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

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15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the “Deliverables”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

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- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
 - (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
 - (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City’s written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

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17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

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20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances

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preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

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26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

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APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per claim and not less than \$5,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

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A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

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APPENDIX B - PROPOSAL

To be attached upon award

SAMPLE

REQUEST FOR PROPOSALS NO. PS20210159
CONSULTING SERVICES FOR SAP S/4HANA CONVERSION
PART C - FORM OF PROPOSAL

APPENDIX C - RFP

To be attached upon award

SAMPLE

REQUEST FOR PROPOSALS NO. PS20210159
CONSULTING SERVICES FOR SAP S/4HANA CONVERSION
PART D - FORM OF AGREEMENT

APPENDIX D - DELIVERABLES AND FEES

To be completed upon award. The specific list of deliverables and associated fees must be filled in here.

Deliverable	Fee
TOTAL FEE	

SAMPLE