**Request for Proposal**

**Relating to an**

**Integrated Financial Solution**

**Comprising**

**A Financial Suite and Data Warehouse,**

**including**

**Data Sharing, Implementation and**

**Project Management Services**

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1. Request for Proposal
   1. Introduction

This document will form the basis of the evaluation process.

Bidders are required to conduct themselves as trusted professional advisors and take all necessary steps to ensure a high value, high quality, and sustainable project outcome.

The final solution should be tailored to the exact way of doing business of Client.

* 1. Overview

Client is a moderate size ….

Client currently operates in … and the rest of the world and is expanding rapidly.

This document is targeted at Business Information System (ERP) Software Vendors with the intention that these parties will assemble the most suitable software and implementation tea to bid on this project. The document sets out the requirements with a view to software vendors and implementers making formal submissions. The goal is to work towards a negotiated fixed price for the project and towards this end vendors and implementers are expected to engage with us during the Tender Process in order to be able to offer a fixed price.

* 1. Project Objectives
     1. To specify and procure a comprehensive Financial Suite and Data warehouse and data sharing solution which is capable of serving Client for the next twenty years.
     2. To implement this software and associated services by means of a tightly run, high quality, systems engineering project with maximum business engagement and optimum solution fit at optimized low cost.
  2. Headlines of Approach
     1. Position the new Client systems to support optimum operational effectiveness in support of strategic growth objectives;
     2. Create a strategic resource that supports competitive advantage;
     3. Robust engineering approach in all respects;
     4. Submission of an offer constitutes an explicit guarantee that the offer fully meets the requirement stated in this RFP, unless explicitly excluded, within the specified costs. An affidavit confirming this is required;
     5. This RFP is specifically targeted at Software Vendors who are required to nominate and partner with the most appropriately qualified Implementers, Integrators and Project Managers;
     6. A single legal entity as Prime Contractor, which may be either the Software Vendor or an Implementer / Integrator, is required to take full responsibility for all components of the offer and the ultimate solution. This Prime Contractor may collate an offering comprising multiple software products and / or implementation partners;
     7. The offer must be made by a single Prime Contractor who accepts full contractual responsibility for the performance of the software as well as the performance of their team including performance of sub-contractors and partners;
     8. Key Implementation Personnel to be committed for the duration of the project;
     9. Precision configuration -- all configuration and validation data will be designed in consultation with Client to high standards of structure and precision – to be facilitated by Dr James Robertson to the standards advocated by him;
     10. Client owns the data engineering which will be developed with the assistance of the Project Facilitator. Includes Chart of Accounts and other taxonomies, master data and differentiating business processes;
     11. Acceptance of each review cycle of specifications, testing or any other iterative refinement process will include a formal declaration by both the Client team members involved AND the Implementer team members involved that the iteration has been thoroughly and rigorously executed – both sides will face sanction if it is found that this declaration is unfounded. Refer to the form in Section 10 of this file;
     12. All master data cleaning will be undertaken by a combination of Client personnel and Implementer personnel – split to be agreed;
     13. This document, as accepted during the proposal process, will become an integral part of the Contract Documentation;
     14. Bill of services (allowables) costing approach with fixed price per software and implementation element (including management, configuration and customization);
     15. Client will NOT pay for travelling time or kilometers within Xxx. Travel outside of Xxx is NOT expected to be required;
     16. There will be NO additional disbursements, travel time or travel costs permitted over and above what is in the Bill of Services unless claimed against the capped contingency under exceptional circumstances;
     17. Proposal documentation is required to exactly follow the Table of Contents contained in Section 9 of this file;
     18. High level of business engagement;
     19. Optimize use of internal resources;
     20. Client will provide office space and furniture for on-site work.
  3. Submission of Proposals

Submission of Proposals will take place as follows:

Five bound proposal sets together with both a physical and electronic copy of this Request for Proposal and all Annexures signed by an officer of the proposing company to be delivered to the offices of Client at, xxx by 17h00 on Friday the 20th of June 2014.

* 1. Terms of Engagement

The contract is for the supply of a specific system, or combination of systems, together with support of these systems for as long as they are in use at Client or until terminated by Client for any reason.

All submissions must address all requirements for sustainability, access to source code, sustainable support and other issues specified in this document.

This document is supported by other documents of which the Bid Compliance Checklist, Bill of Services and Software Schedule must be fully completed. The file sections are:

1. Invitation to Bid

2. Request for Proposal

3. Headline Requirements Specification

4. Procurement Timeline

5. Schedule of Required Software

6. Bill of Services + summary + rate schedule

7. Bid Compliance Checklist

8. Adjudication Schedule

9. Table of Contents to be used for submission files

10. Certificates to be used on the project

11. Schedule of Reference Documents

12…. Collections of Reference Documents on a Department by Department basis

* + 1. **Invitation to Bid**

Covering letter.

* + 1. **Request for Proposal**

This document.

* + 1. **Headline Requirements Specification**

Document setting out the high level requirements.

* + 1. **Procurement Timeline**

The timeline for this procurement process. Bidders are required to diarize these dates and to arrange their affairs in order to attend all briefings. Failure to attend any of these events may prejudice submissions or result in disqualification.

* + 1. **Schedule of Required Software**

Schedule based on items identified by Client from consideration of the Business Requirement – bidders are at liberty to add, combine or strikeout items in order to accurately describe their offer.

* + 1. **Bill of Services + summary + rate schedule**

Detailed schedule for cost analysis is provided. This schedule must be fully completed in the Spreadsheet provided without any structural change and will form the basis of the cost proposal – rows and columns may be added appropriately as required.

The final offer price must be derived directly off this schedule. This schedule will furthermore form the basis for determining payment quanta and milestones to the successful bidder and will also form the basis of the detailed project schedule. In the event of a discrepancy between the Bill of Services and other documentation the Bill of Services will be regarded as the final authority with regard to the scope of work and the budget.

The Project Schedule (Gantt Chart) will be derived directly from the Bill of Services.

Project scheduling should take place using a Critical Chain approach (all slack accumulated to the end of the timeline for allocation by the Project Manager in consultation with Client).

The overall approach to pricing the offer is based on the “Bill of Services” which is provided electronically.

All prices and fees must be quoted EXCLUDING VAT.

The Bill of Services lists all the headline activities that we consider necessary to achieve the desired outcome. Bidders are free to bid in more or less detail than the Bill of Services but it must be noted that the final Bill of Services will form the basis of the contract and all payment and performance milestones will be based on the Bill of Services.

The Bill of Services will give rise to a schedule of “Allowable Fees” which will determine what is paid for every activity. Every item is required to constitute a fixed price offer and the entire summation of the Bill of Services will give rise to the offer price.

Bidders are required to complete the Spreadsheet supplied by Client electronically and to provide both a signed printed copy and an electronic version of the data that can be used by the adjudication team to evaluate and analyze the offer.

The first round offer must include a high level Gantt Chart based on the Bill of Services.

* + 1. **Bid Compliance Checklist**

All the items on this checklist must be furnished and all ite that require signature of declarations must be signed or initialed, as indicated in the table. If any of the documents listed in this checklist are missing or if any of the required declarations have not been signed the submission may prejudice of disqualify offers.

* + 1. **Bid Adjudication Schedule**

This schedule sets out the basis for evaluation. Proposers are advised to ensure that their offer fully addresses all the criteria set out in this section. Failure to supply information in support of compliance with all these criteria may prevent the bid adjudication panel from accurately assessing your submission and may therefore prejudice your chances of being awarded the contract.

* + 1. **Table of Contents to be used for submission files**

Bid submissions must be in files or bound documents that exactly follow the structure set out in this document.

* + 1. **Certificates to be used on the project**

Key documents to be used during the offer process and during the operation of the project.

* + 1. **Schedule of Reference Documents**

Schedule listing all reference documents in the subsequent sections with brief comments on their importance to the project.

* + 1. **Onwards -- Collections of Reference Documents on a Department by Department basis**

Sample Documentation with regard to the manner in which Client currently conducts business within the ambit of this requirement. This documentation is NOT complete NOR is it definitive in ter of the ite required in the final solution. It is merely intended to provide contextual information. The successful bidder is required to budget to undertake COMPREHENSIVE discovery and investigation in order to fully scope the required deliverables. As a minimum requirement all of these documents and reports MUST be catered for in the bid.

* 1. Pricing Approach

The approach to pricing the contract will be as follows:

* + 1. The final requirement is for a fixed contract price;
    2. The Vendor Selection Process will comprise three stages;
       1. **Stage 1 – Market Scan:**

This stage will commence with a presentation of the requirement and the business and handing out of the documentation pack.

First offer is for an all-inclusive price with all options catered for. Bidders will make a formal presentation of their offer to the adjudication panel.

Bids are required to be presented at a tolerance of 30% on the final price, that is, the final price may NOT exceed the Stage 1 price by more than 30% -- this is in order to discourage deliberate low bidding.

This bid will be evaluated and a short list developed. It is envisaged that this stage will reduce the number of eligible bidders to around three;

* + - 1. **Stage 2 – Discovery and Due Diligence:**

The short list bidders will be requested to arrange a site visit to one of their clients as a reference site, this will include a private discussion between the adjudication panel and the client concerned with the bidder being absent.

Bidders will also each be granted a four hour working session with Client to gain better understanding of the business and the requirement.

The revised bids are required to be presented with a tolerance of 15% (the final price may not exceed the stage 2 offer price by more than 15%).

Bidders will then deliver a three hour presentation at which they will present their revised offer and answer questions. Points of clarification with regard to the offer will also be dealt with in this stage.

At the end of this stage a preferred bidder will be selected.

* + - 1. **Stage 3 (Finalization of Offer and Contracting):**

Stage 3 will take place on a fixed price basis as a separately costed item in the bid submission.

The preferred bidder after Stage 2 will engage with Client to finalize the scope of work and the price. Final price will be a negotiated fixed price after the successful bidder has engaged in:

Detailed discovery;

Detailed exposure of their software and methods to Client;

Detailed project planning and budgeting;

Detailed contractual negotiations;

The project price and final contract will be agreed and contracted during this stage;

* + - 1. Once this final price has been contracted no change of pricing will be considered unless Client fundamentally fails to perform in terms of granting due access to the business or the scale or nature of Client’ business changes materially to the extent that a Change of Scope is negotiated;
      2. The final price may include not more than 5% contingency as set by the bidder but draw down on that contingency will require approval by Client and verification that it is related to a real change in the requirement or omission on the part of Client;
      3. Bids must include prices for all required operating systems and databases;
      4. Bids must specify the exact hardware requirements but should NOT include prices for hardware;
      5. Client reserve the right NOT to take all modules or to negotiate a phased approach of agreed duration;
      6. Client reserve the right to identify a gap in an offer and to require the bidder to provide software or services to close that gap in order to qualify for Stage 2 or Stage 3;
      7. Client reserve the right NOT to accept any offers and to exit the Procurement Process on completion of Stage 1, Stage 2 or Stage 3;
      8. Client reserve the right to move directly to Stage 3 on completion of Stage 1 and bypass the short list process should they decide that one offer is far more appropriate than any of the others;
      9. Section 1.9 of this document contains a list of undertakings given by Client in order to make a fixed fee practical and equitable.
    1. The Stage 1 offer must include:

* + - 1. Files containing the submission must follow exactly the Table of Contents set out in Section 9 of this file;
      2. Overview of the proposed implementation approach;
      3. Motivation as to why the proposed software and implementation team is most appropriate to meeting the needs of Client;
      4. List of assumptions made in the Cost Proposal;
      5. List of contractual ter that the Implementer is unable to or unwilling to comply with together with proposed alternative terms which are considered acceptable;
      6. List of queries and points requiring clarification;
      7. List of high level business functionality and / or scope requirements that are not met by the proposed solution and alternative solutions that may be available;
      8. Bill of Services (Cost Proposal) fully completed;
      9. Summary of professional fee rates for standard work, travelling and standing time per staff designation;
      10. Travelling rate per kilometer and any other costs;
      11. Schedule of extraordinary or non-standard requirements in the Request for Proposal that are considered to drive costs excessively (£1,000 minimum per item) – that is drive costs above levels that they would consider necessary in order to produce a high quality outcome – unless such items are identified in the bid there will be no basis for the proposer to later contend that the requirements were unnecessarily onerous.

Bidders are requested to propose changes which could result in material savings whilst maintaining the overall intent of the RFP;

* + - 1. Schedule of any other costs that may not be catered for above.
      2. A proposal that does not contain detailed pricing in the specified format may be disqualified.
  1. Scope of Work

The scope of work comprises the supply of a system or combination of systems configured, customized, integrated and fully commissioned to meet the detailed requirements of Client as set out in the Requirements Specification contained in Section 3 of this file.

Deliverables must be installed and implemented at the offices of Client in Xxx. Remote users must be able to log in to the system if required.

The successful proposer will be required to perform the following:

* + 1. Provide comprehensive Project Management and Project Administration services;
    2. Provide Change Facilitation (Change Management) services at an agreed level;
    3. Actively and formally manage project risk, taking into account the “Factors causing Business Information Systems investment failure” and the “Critical Factors for Business Information Systems Success” as defined by James Robertson as well as any other identified risk elements. A comprehensive Risk Register should be maintained for review at Monthly Project Meetings or more frequently as required;
    4. Provide functional and operational software to meet all stated requirements;
    5. Undertake detailed discovery to fully understand the business and scope the requirement;
    6. Develop a detailed specification of the exact business requirement, by module as appropriate, including all necessary facilitation, documentation and other elements required to fully define the optimum business application of the software supplied and ensure its effective and efficient deployment and operationalization within the business;
    7. Undertake a gap analysis identifying shortfalls in the offering relative to the in-depth definition of requirement evaluated in the detailed analysis undertaken in the previous point;
    8. Configure software to fit the requirement. This will be done in the Laboratory prior to deployment in the live environment (refer discussion to the Laboratory approach document). Configuration must be designed to work across the entire business and to accommodate future reasonably foreseeable growth.

Configuration will include but NOT be limited to:

* + - 1. Software settings;
      2. Business Model in the General Ledger and related modules;
      3. Master Chart of Accounts and operational Charts of Accounts for individual Business Units – bidders are required to quote for facilitating the design of the Chart of Accounts;
      4. Fixed Asset classification;
      5. Product classification– note that Client own substantial inventory of xxx devices, components, accessories, etc and that these move constantly between branches and head office as well as moving internationally. Devices are installed on vehicles and then removed from vehicles at a later date, such as in a repair situation, these devices have serial numbers. There are other ite that are NOT serialized;
      6. Classification of Personnel;
      7. Other specific classifications;
      8. Unique attributes on Products and other classification master data;
      9. General record level attribute settings;
      10. Business Process models and workflows;
      11. Reports, models and dashboards;
      12. Other configuration settings.
    1. Establish and operate a comprehensive Business Systems Laboratory in accordance with the laboratory approach document in order to fully test and refine the configuration and optimize as necessary. Set up the laboratory in conjunction with Client, test reports, standardize and document policies and procedures, create training material, train personnel and refine as necessary using a statistically representative data sample in order to ensure that the software can be deployed in the business with high reliability;

Testing of the complete configuration, including testing of any customization or custom development, will take place in the Laboratory with rigorous representative sample testing by senior business personnel. The deployment of the software will ONLY take place once these personnel certify that the installation is robust and comprehensive AND once the implementer and the software vendor certify that they are satisfied that ALL possible situations have been thoroughly tested.

Process optimization and documentation, development of reports and business intelligence models, development of training materials and training will ALL take place in the Laboratory PRIOR to commissioning of the software in the business. Please refer to the detail in the Bill of Services in Section 6 of this file.

Commissioning is the putting into service of the system in the business.

Once the laboratory installation is certified as being fit for deployment all staff will be trained up in the laboratory and ONLY then will production operation commence.

* + 1. Advise and guide Client with regard to selection of statistically comprehensively representative test data for the Laboratory, take-on of that data, verification of that data;
    2. Customize software if necessary to fit the requirement given that zero customization is preferred. Any customization or custom development will be required to be undertaken using a fully qualified software development team to internationally recognized software design, construct, test and deploy standards that must be agreed to before development commences. Design of customization must be undertaken by a senior and highly experienced Solution Architect. Only developers situated in Xxx, Xxx may be used unless the developers are part of the team that wrote the original software;
    3. Train Client’ staff in all aspects of the operation of the software. This includes training of the internal implementation team and module specialists {super users} and training of users;
    4. Assist with the cleansing of Master Data. The level of effort expected from Client personnel to be clearly spelt out in the proposal;
    5. Assist with take-on of Master Data, opening balances and other data to be transferred from the existing systems. Only essential data will be carried forward other than into the Data Warehouse. Recommended approach to be clearly discussed in the proposal;
    6. Establish a full featured Data Warehouse and Business Intelligence Environment to accommodate all future data from all modules as well as from the custom developed software in use by Client, unless otherwise agreed and to accommodate all relevant history;
    7. Take-on all history, into the ERP or Data Warehouse as agreed – allow for three stages of history take-on – first take-on, increment since first take-on, final increment;
    8. Assist with verification of take-on data. Level of involvement to be clearly spelt out in the proposal;
    9. Commission the software in the business until fully operational in ALL respects in terms of the functionality supplied.;
    10. Manage phased acceptance (sign-off) and handover to Client as major milestones are completed, refer to the milestones in the Bill of Services. Handover is the final acceptance of the system in full production in a component of the business;
    11. Provide hands-on support as required to ensure effective and efficient operation of the software. This includes hands-on on-site support for:
        1. the first month after go-live;
        2. the next 3 months;
        3. the next 6 months;
        4. extra provision for the first month end;
        5. first year end;
        6. first two months following the above year end;
        7. This must include provision for Change Facilitation during these period IF bidders consider this necessary – note that Client is of the view that a well-designed solution should require minimum external Change Facilitation;
    12. Provide hot-line support as required to ensure effective and efficient operation of the software on a long-term basis;
    13. Provide for ongoing support and maintenance of the software;
    14. Provide standard software maintenance, updates and enhancements in perpetuity. Vendors are required to declare the annual license fees for the first five years and thereafter the maximum year on year license fee increases that will be requested;
    15. Provide rates for custom additions and alterations to the software as required for the first two years after commissioning;
    16. Other services as may be required from time to time.
  1. Proposed Client Undertakings to Balance Fixed Price

The fixed fee required by Client places the Implementer at risk financially if the Client team does not perform as expected.

Accordingly, the following undertakings are proposed. Bidders may suggest alternate or additional measures if they consider them appropriate.

In exchange for the fixed price required, Client undertake to:

* + 1. **Best team**

Mobilize appropriately experienced and equipped staff who are able to competently guide the configuration and implementation from a Business perspective and make inputs to the project;

* + 1. **Retain team**

Within reason keep this team available for the duration of the project;

* + 1. **Executive engagement**

Ensure that the agreed level of Executive Engagement is maintained at all times;

* + 1. **On time, full attendance and full engagement**

Ensure that designated personnel arrive on time for all scheduled meetings, work sessions, etc and attend for the full scheduled duration;

Ensure that team members engage actively in these sessions i.e. NOT reading emails, sending s’s, or distracted in other ways;

* + 1. **Off-line work diligently and thoroughly performed**

Ensure that all off-line (out of workshop) work such as review of documentation, testing, etc is conscientiously carried out with full engagement and constructive contribution by set dates;

* + 1. **Tight management of iterations**

Ensure that Client personnel do all that is required in order to complete each iteration of a piece of work thoroughly and diligently such that the work is completed in the agreed number of iterations and to agreed deadlines;

* + 1. **Timeous response to unavoidable time impacts**

Timeously notify the Implementer Project Manager and workshop Facilitator in the event of unexpected illness or accident that necessitates rescheduling or substitution;

* + 1. **Reasonable compensation for standing time of Implementer Team members attributable to Client**

Pay for standing time when workshops commence late or are rescheduled at the last minute because of late arrival or non-arrival of key Client personnel where it can be demonstrated that the implementer staff member concerned could not be utilized in alternative productive activities;

* + 1. **Schedule delays caused by Client**

Make allowance in promised delivery dates for schedule delays in Critical Path ite caused by Client or its personnel;

* + 1. **Pay for extended work or rework resulting from Client team omissions or wrong decisions**

Pay for extended work or rework resulting from failure of Client personnel to conscientiously and thoroughly review documents, conduct testing, clean data, etc. In other words, if an iteration is agreed as complete and then during commissioning it is found that reasonably foreseeable issues were NOT identified during that iteration as a consequence of omission or carelessness on the part of Client staff the implementer will be entitled to payment for the rework or extended work;

* + 1. **Claims for standing time**

Where the implementer wants to claim standing time or rework notification of intention to claim must reach the Client Contract Manager within one business day of the event taking place;

* + 1. **Maintain a harmonious team atmosphere at all times**

Ensure that team members conduct themselves courteously, constructively and harmoniously and take measures to discipline and, if necessary remove, staff members who become contentious, argumentative or who generate strife;

* + 1. **Notwithstanding the above, Client will NOT pay the Implementer for:**
       1. **Implementer under quoting or under estimating scope**

None of the above should be taken as indicating that Client will pay for under quoting or under estimating on the part of the bidder;

* + - 1. **Implementer sloppiness**

Where work has been done by implementer staff that is sub-standard or contains excessive errors indicative of a lack of precision and attention to detail Client reserve the right to “stop the clock” and postpone further work sessions until the work has been redone to an acceptable standard;

* + - 1. **Implementer team member lack of knowledge or experience**

Where Implementer team members are found to lack the knowledge or experience necessary to play their role.

* 1. General Requirements

The overall requirements for the software and solution are as follows:

* + 1. The software solution shall either comprise a total solution using standard modules from standard packages (which is the preferred solution) or a combination of standard modules integrated with specialist third party modules. Limited customization may be permitted but is NOT encouraged.
    2. Where it is necessary to integrate with existing systems then appropriate provisions must be made in the Bill of Services and an appropriate contractual agreement with that party must be supplied as part of the Offer Pack;
    3. Where the offering comprises entirely standard software the vendor must warrant at proposal stage that all requirements can be met with the standard software with proper configuration and must include a written guarantee to this effect in their proposal offer.

Configuration of the software must at all times reflect the practical reality of the business as determined by the Client Project Team. Where there are differences of opinion within the Client Project Team the view of the Executive Sponsor, advised by the Client Project Facilitator will be final.

The lead Implementer Solution Architect responsible for designing the configuration must be highly experienced and be able to operate comfortably at the Executive level and evidence strategic thinking abilities at a level that ensures that the final solution is strategically appropriate and meets long term strategic goals.

* + 1. Submission of an offer constitutes an implicit guarantee that in the event of it being found that the standard package does NOT fully meet the requirement, the standard package will be modified by the vendor as required or custom development undertaken around the standard software at no extra cost. A formal certificate confirming acceptance of these ter is provided in Section 10 of this file and is a necessary pre-requisite for the offer to be considered.
  1. Project Governance – Project Board and Project Management Team

Refer to Section 2 of this document for details of proposed governance and to section Section 2.3 for details of proposed regular project meetings relating to the overall management of the project.

The key roles on the project are: (should Client CFO be included here)

* + 1. Client Executive Sponsor – Client CEO -- Client CEO.
    2. Client Internal Systems Executive – Client Executive
    3. Client Project Facilitator – Dr James Robertson
    4. Client Contract Manager – Client Manager Xxx
    5. Software Vendor Executive Sponsor
    6. Lead Implementer / Integrator Project Director
    7. Lead Implementer Team Leader
    8. Lead Implementer Strategic Solution Architect
    9. Lead Implementer ERP and Finance Specialist

Implementers are invited to make suggestions for improvement.

* 1. Key Personnel
     1. Bidders must provide a list of the key personnel who will work on the project together with CV's of each of the key personnel as part of their offer as well as other documentation supporting the knowledge and experience that qualifies them for their proposed role.

* + 1. Senior key personnel must attend the short list proposal presentations (Stage 2) and must be contractually bound to the project;
    2. Key personnel may be interviewed during the short list process (Stage 2) with regard to their knowledge and experience and availability for the project;
    3. Client reserves the right to decline any key person put forward at the proposal presentation or during subsequent negotiations;
    4. Once the contract has been awarded substitution of key personnel will only be considered in the event of death or serious injury or major illness or other unavoidable circumstance;
    5. Bidders and key personnel are expected to guarantee the availability of key personnel for the duration of the contract – a certificate to this effect is required with regard to each key person put forward and must be signed by the employer, the prime contractor if different to the employer and the team member themselves. “Transfer to another project”, "received an offer of better employment" or “leaving the country” are NOT acceptable reasons for substitution;
    6. If for any reason any of the key personnel has to be substituted, they may only be substituted by personnel with equivalent knowledge, experience and proven track record. The need to substitute, plus the details of the person it is proposed to substitute with, must be presented in writing at a formal meeting with Client called to discuss the situation;
    7. Client has the right to veto substitution; if necessary the vendor may have to sub-contract such a team member back in for the duration of the project. Switching losses including rework and “getting up to speed” of a substitute will be for the account of the implementer;
    8. Failure of the implementer to comply with this requirement may result in cancellation of the contract or suspension of the contract until the implementer complies. Client will NOT be liable for any costs associated with such contract suspension or termination;
    9. The project will NOT proceed in the absence of the full complement of personnel that formed part of the offer;
    10. Should it be found at any time that a key person does not evidence the level of knowledge, experience and ability presented in the tender submission Client reserves the right to require the replacement of that person;
    11. Key personnel must be available as required at reasonable levels of involvement for critical inputs throughout commissioning and for the first year after formal handover in order to ensure continuity of knowledge and experience of the solution. In the event that they leave the employ of the Implementer the Implementer will be required to sub-contract them in when required failing which Client reserves the right to contract them directly.
  1. Track Record

Proposers must furnish comprehensive evidence of their knowledge and experience of implementing the proposed software in Xxx AND in Xxx. References with contact telephone numbers and email addresses must be furnished and site visits will be required in the case of short list (Stage 2) bidders.

References and reference sites must be logically relevant to Client. Use of generic non-relevant references or reference sites may result in proposers being disqualified.

* 1. Extent of Work – Project Schedule

Proposers must furnish a high level project schedule based on the Bill of Services (same level of detail and same Work Breakdown Structure).

The final project schedule must be developed to a level of management detail of not more than two weeks elapsed time per work breakdown structure element such that the exact progress of the project relative to plan can be accurately reported at monthly project board meetings. Any particular work package should be “not commenced”, “in progress” or “completed” at monthly project status meetings and may not be “in progress” for more than one monthly project status meeting – if this rule is broken an orange flag is to be raised and if an activity runs over three status meetings a red flag is to be raised.

James Robertson will give guidance as to how to quickly and effectively build a Gantt Chart to the required level of detail.

* 1. Retention

A performance retention of 10% will be withheld on all interim payments against the following major milestones:

* + 1. Completion and signed acceptance of the Laboratory Configuration – that is, the entire configuration is accepted for deployment in the business – see certificate in Section 10 of this file. On acceptance of this certificate 50% the of retention amount withheld to this point will be paid;

* + 1. Formal declaration of project completion and final handover to Client – at this point the software must have been in FULL operation and fully bedded down and stable with all practical operational issues resolved for thirty days to the satisfaction of the Executive Sponsor – balance of retention will be paid. See certificate in Section 10 of this file.
    2. Software licenses will be paid as the software is deployed or users are added in the production environment. Software licenses are not payable for the Laboratory phase.
  1. Conditions for Proposals

All Proposers responding to this Request for Proposal must meet the following conditions in order to be considered. See also the Bid Compliance Checklist in Section 7 of this file and the Bid Adjudication Schedule in Section 8 of this file:

* + 1. Proposers MUST attend the Request for Proposal briefing;
    2. Proposers must complete all the bid for;
    3. Proposal documentation must be structured according to the Table of Contents provided in Section 9 of this file;
    4. Proposers must fully complete the Schedule of Software, the Bill of Services and the Compliance Checklist;
    5. The submitted price proposal must be based on the Bill of Services;
    6. The proposal must include a covering letter clearly stating the name of the firm and the name, address, and telephone number of the proposer’s representative;
    7. Proposers must certify that they have received, read and understood the Request for Proposal and all accompanying documents and that their proposals take full account of the contents of these documents;
    8. The proposer must address all of the requirements as stated in this document;
    9. The proposer must identify all major (principal) requirement cost driver components in the specification and appendices which drive a cost contribution in excess of R25,000 over and above the standard software product that is being offered – this item relates to implementation costs and contract terms;
    10. Proposers who fail to fully respond to the principal requirements in this Request for Proposal may not be considered;
    11. Proposers must submit five (5) bound copies of their proposal, structured in accordance with the prescribed Table of Contents in Section 9 of this file, to Client together with a full electronic copy on CD;
    12. All proposals submitted must include a section number index, and all pages of the proposal must be numbered on a per section basis;
    13. Proposers must include the Bill of Services cost schedule both in hard copy and electronically -- fully completed – the hard copy must be initialed on every page;
    14. Proposers must return one copy of this Request for Proposal with EVERY PAGE initialed to signify that the Proposer has read and accepts the entire document. This copy must also be submitted electronically as a scanned pdf;
    15. The organization submitting the proposal shall furnish such additional information as Client may reasonably require during the evaluation process;
    16. Client shall NOT be liable for any costs incurred by bidding organizations in participating in the bidding process – stages 1 and 2;
    17. Client reserves the right to visit the premises of the proposer if deemed necessary;
    18. Any false declaration of information may result in the exclusion of the proposal from consideration. If a false declaration comes to light once work is in progress all costs associated with consequential impacts of the false declaration will be for the account of the Prime Contractor. In such event that such false declaration results in direct costs to Client, Client reserve the right to deduct these costs from the Retention or other payments;
  1. Multi-Party Proposals through a Single Prime Contractor

Client requires a single provider, named the “Prime Contractor”, to offer a complete solution. This solution may comprise one or more standard software products or modules from one or more Software Vendors implemented by one or more Implementation Service suppliers. Prime Contractors may assemble any mix of products and implementation, integration, project management and technology related service providers as they deem most appropriate. The Prime Contractor may be a Software Vendor or an Implementation Firm;

* + 1. There must be a clearly defined Prime Contractor and clearly defined contractual arrangements between the Prime Contractor and each of the other partners;
    2. The Prime Contractor will be held accountable for providing all partner products and services as accepted on award of the contract;
    3. The Prime Contractor should also furnish a document signed by each sub-contractor / partner confirming their agreement with all elements of the proposal relating to their services and software as well as their commitment to the project for its entire duration;
    4. The Prime Contractor must accept full technical and contractual accountability and liability for the performance of all sub-contractors / partners;
    5. The Prime Contractor is required to quote for all services associated with the complete deployment of the solution.

This includes:

* + - 1. Detailed requirements analysis
      2. Gap analysis
      3. Customization if found to be necessary
      4. Configuration
      5. Testing – including setting up and running a laboratory to test the configuration
      6. Commissioning (Implementation)
      7. Post implementation support
      8. Hot line / help desk support
      9. Other support
      10. Updates and upgrades
      11. Enhancement
      12. Other services as may be required from time to time

The full scope of work is set out in the Bill of Services

* 1. Key Contact Person

Bidders must nominate a Key Contact Person who will receive all correspondence with regard to the bid and who will be responsible for ensuring that all other members of their team are updated with such additional information. Client ONLY accepts responsibility for making such information available to the Key Contact Person.

* 1. Assistance to Organizations Submitting Proposals

Proposers may address requests for information or clarification by email to the following people please include both of these people in all correspondence. Replies will be made by email to ALL organizations that have been invited to bid:

xxx – Contract Manager

Dr James Robertson – Strategic Advisor to Client at [James@JAR-and-A.com](mailto:James@JAR-and-A.com)

Cut-off for questions is 16h00 two business days before the due date for submission of offers to Client – that is Wednesday the 23rd of May2014.( James, please confirm)

* 1. **Final Approval**

Offers will be adjudicated in accordance with the process and schedule set out in detail in the “Procurement Schedule” in Section 5 of this document.

Client reserves the right to accept any offer that is presented and reserves the right to reject all offers if it sees fit.

* 1. Timing

The timing of the procurement process will determine the commencement date of the project. The successful bidder is expected to commence work within three weeks from acceptance of the final fixed cost proposal and plan and signing of the contract.

* 1. General Notice

The selection of the preferred contractor will be based on the criteria in the Bid Adjudication Schedule in Section 8 of this file.

As such, whilst cost is extremely important, the lowest cost offer will not necessarily be successful.

Client reserve the right to terminate the process at conclusion of stage 1, 2 or 3.

If proposals do not comply with the terms of this RFP, such proposal may not be considered and may be disqualified.

Should you need to know more about Client please visit our website at [http://www.Client.com/](http://www.cartrack.com/)

1. Project Governance and Roles

The approach to Project Governance has been developed in order to maximize Client engagement and ownership of the solution while at the same time creating a framework that allows the successful bidder to manage deliverables and risk against a fixed price.

Bidders are invited to submit suggestions for improvement.

The overall project governance and management structure is discussed below:

2.1 Overview of governance

The governance proposed comprises the following major components:

**2.1.1 Client Executive Sponsor – Client CEO:**

The ultimate customer and customer authority -- Client CEO Client CEO;

**2.1.2**  **Client Internal Systems Executive – Client Executive**

Xxx is the General Manager of Sister Company, sister company to Client and is responsible for the in-house software systems and also the xxx devices. Close collaboration will be required with regard to sharing data between the Financial Suite and the operational software;

**2.1.2 Client Business Team Leader– Client CFO:**

The owner of the detailed business requirement and responsible for the business team, reports directly to the Client Executive Sponsor. Ensures that the business requirement is accurately documented and fully satisfied, ensures that the most appropriate personnel form part of the business team and that they participate to the extent necessary – Client CFO Client CFO;

**2.1.2 Client Contract Manager – Client Manager Xxx:**

Handles contract management together with Client legal affairs manager and coordinates and directs the Client team and their input – Client Manager Xxx;

**2.1.3 Client Project Facilitator – Dr James Robertson PrEng:**

Reports directly to executive sponsor and translates and shapes overall requirement and direction in close consultation with Contract Manager. Facilitates input from and coordination between all high level parties as agent of and advisor to Client -- Dr James Robertson PrEng;

**2.1.4 Implementer Executive Sponsor:**

Heads up the Implementer team with mandate from the Prime Contractor team and their respective organizations to direct the project at a high level. Preferably a director of the Prime Contractor. Interacts closely with the Client Executive Sponsor and Client Project Facilitator and other members of the Project Management Team;

**2.1.5 Prime Software Vendor Executive Sponsor:**

(if different from the Implementer Executive Sponsor). Represents interests of the Prime Software Vendor at monthly meetings and other foru. Assisted by the Vendor staff member who was involved in the sale. Preferably one and the same person;

**2.1.6 Implementer Team Leader:**

Runs the project for the Prime Contractor on a day to day basis reporting directly to the Implementer Executive Sponsor and manages the Implementer Team. This is NOT a classic IT Project Manager role it is a leader, that is giving direction and exercising initiative, role;

**2.1.7 Implementer Strategic Solution Architect:**

This is an extremely experienced solution Architect who demonstrates a robust intuitive understanding of the Client business and business generally and who guides the Implementer Project Team in ter of technical content with regard to configuration, data and all related subjects. This person is of comparable seniority to the Implementer Team Leader or may be more senior but has NO line authority. This person reports directly to the Implementer Executive Sponsor and NOT the Implementer Team Leader / Project Manager. The Implementer Strategic Solution Architect will work closely with the Client Project Facilitator in crafting a precision solution for Client. The Implementer Strategic Solution Architect is expected to facilitate all major design workshops in consultation with the Client Project Facilitator and to conceptualize and manage the integration of the entire solution;

**2.1.8 Business Advisory Team:**

Client subject matter experts encompassing all functional areas to be supported by the system. Ensure business and technical requirements are comprehensively documented and functionally correct and accurately implemented;

**2.1.10 Implementer Finance Suite Team Leader:**

This is an Implementation Consultant with considerable knowledge and experience of the application of the ERP and Finance Modules of the Core Software. May be the overall team leader in this case;

2.2 Detailed specification of roles

These roles are discussed in more detail below:

**2.2.1 CEO as Executive Sponsor – Client CEO**

The role of the Executive Sponsor is as follows:

* + - 1. Ultimate business and contract executive accountability for the project
      2. Contract management through Contract Manager so that Executive Sponsor role is kept as limited as possible
      3. Advised and guided by Project Facilitator as trusted advisor
      4. Custodian of the integrated business view of the solution
      5. Does NOT require technical knowledge – owns the question “does this ACCURATELY represent the business?”
      6. High level directional decisions only
      7. Supported by Business Advisory Team with regard to detail
    1. **Contract Manager – Client Manager Xxx**
       1. Direct accountability to Executive Sponsor;
       2. Day to day management of Implementer advised by Facilitator;
       3. Day to day line responsibility for routine matters relating to non-executive members of the Client project team;
       4. Peer to peer liaison with other Client managers;
       5. Day to day contract management and contract administration with Project Facilitator (external advisor);
       6. Works closely with Project Facilitator in putting the project together, running the procurement and running the project – this is the business manager most intimately involved with the day to day running of the project.
    2. **Project Facilitator – Dr James Robertson PrEng**
       1. Highly experienced Business System specialist – “Business System Engineer”;
       2. Trusted advisor to the Executive Sponsor and the business;
       3. NOT an executive position (facilitator);
       4. Operates through peer influence with Client managers in Business Team;
       5. Tough quality management of contractor as agent of sponsor in partnership with the Contract Manager;
       6. Authority by proxy;
       7. Translator between the Business and the Implementation Contractor;
       8. Consolidated, integrated view of the business and required solution;
       9. Intuitive strategic insight into the business;
       10. Knows what works and what does not – mature OWN experience;
       11. Independent thought leader – retains this relationship throughout;
       12. Guides overall project communication;
       13. Close liaison with Implementer Executive Sponsor.
    3. **Implementer Executive Sponsor**
       1. Director of the Implementation Contractor with Executive Mandate to run the project on behalf of the Integrated Implementation Team.
       2. Reports directly to Client Executive Sponsor, highest point of relationship management between client and Implementation Team.
       3. Operates on a peer level with Client Project Facilitator.
       4. Gives direction to Implementer Project Manager.
       5. Deep and mature experience of implementing the Financial Suite of choice – knows the product well.
       6. Strategic thinker who understands the essence of Client business and how to support it to thrive.
       7. Results orientated, gets things done, quick and effective decisions.
       8. Able and willing to mobilize specialists from their organization as required.
    4. **Software Vendor Executive**

Attend monthly Project Board meetings to hold Implementer accountable from the Software Vendors perspective.

* + 1. **Project Board**

The project Board comprises the Executive Sponsor, Business Team Leader, Contract Manager, Project Facilitator and Implementer Project Director, Implementer Team Leader and such other personnel as may be identified during detailed project design.

The role of the Project Board is to provide overarching integrated governance, assurance to Client Board and shareholder as well as coordinated liaison across the entire project.

The Project Board will meet monthly to discuss all executive level issues that require attention, resolution or direction.

* + 1. **Business Advisory Team**
       1. Managers representing each and every significant business area impacted by the project, both support and operations;
       2. Supported by other staff for day to day activities;
       3. Collectively represent the entire business;
       4. Ensure overall direction and decisions ACCURATELY fit the business;
       5. Ensure that all key role players within the business engage fully;
       6. Advise the Executive Sponsor on overall direction and policy with regard to the project and associated business change;
       7. Ensure that both legs of every integration component work effectively;
       8. Advise the Project Facilitator and Implementer Project Manager with regard to ensuring full business complexity is accurately taken into account;
       9. Appoint, manage and take responsibility for those individual members of the Business who represent their areas of responsibility;
       10. Underpin and support Executive Sponsor’s mandate and thereby Contract Manager and Project Facilitator mandates.
    2. **Implementer Team Leader**
       1. Day to day Project Management and running of the project.
       2. Reports directly to Implementer Project Director.
       3. Highly experienced with implementation of chosen system.
       4. Significant Transport industry experience a major recommendation.
       5. Oversees all project administration, project schedule, budget, workshop coordination and all other project management and administration tasks.
       6. Oversees all project specialists and responsible for all day to day project staffing issues.
       7. This is a leadership role NOT an administrative role, administrative tasks may be delegated.
  1. Reporting and Monitoring on the Project

Reporting and monitoring will take place as follows:

* + 1. Weekly Project Meeting for coordination of progress and to address issues relating to day to day project progress;
    2. Monthly Project Board meeting at which formal progress will be reported in terms of work packages scheduled for completion versus actual completion and all associated issues will be addressed;
    3. Quarterly Project Board meeting to assess overall status;
    4. Joint Business Team meeting monthly for the purpose of overall solution design coordination;
    5. Detailed Project Specialist and other meetings as required.

1. Critical Implementer Selection Criteria

The buying decision will be a composite of the most suitable software AND a high level of certainty that the implementer team is able to deliver a high quality outcome and can be held contractually liable for damages that result to the business in the event of a failed or sub-optimal implementation.

The following Critical Success Factors will be applied in selecting the implementer:

* 1. **Strategic understanding of, and insight into, the business – including what makes it thrive**

Understand our business and where we are going to take the business. Demonstrate an intuitive feel. Communicate this in the opening sections of the submission, during the site visit and in the presentation;

* 1. **Maturity and executive custody**

Mature and experienced project team leadership (sponsor, team leader and other key team members). Contractually named and committed senior team members approved by Client who remain on the Project for the full duration of the Contract and cannot be removed by the implementer. These team members must provide thought leadership and be able to interface effectively with Client executives.

The account executive who markets the contract should remain on the project team and remain accountable for his undertakings for the duration of the contract.

* 1. **Industry Track Record**

Track record with comparable client businesses. Demonstrated commitment to working in partnership. Size of backup and support. Implementation experience over a variety of relevant organizations.

* 1. **Implementer track record in Xxx**

Experience of implementations in Xxx would be a recommendation;

* 1. **Legally accountable**

Software company and Implementer accept accountability for their actions and advice including go-live certification.

Willing to sign a robust legal contract which addresses all points in the bid documentation and other points that may be identified during negotiations after the contract is awarded.

Submission of a price proposal will be taken as signifying willingness to comply with these ter:

* 1. **Fit for purpose**

The software company and implementation partner must certify in writing that the software is fit for purpose and will work effectively for all divisions of Client.

* 1. **Team members to be contracted**

The following key team members are to attend the formal short list (stage 2) bid presentations. CV’s are to be provided and Client may interview each person privately in order to satisfy themselves that the candidate is suitable.

Once accepted a team member may not be removed from the project by the Implementer except in extreme circumstances such as death, serious long term illness or serious long term injury.

Team members to be contracted are:

* + 1. Implementer Project Executive Sponsor;
    2. Implementer Strategic Solution Architect;
    3. Implementer Team Leader;
    4. Implementer Financial Suite team leader;
    5. One person may fill more than one of these roles provided they are suitably qualified.
  1. **Software vendor liability**

The software vendor is liable for business damage or disruption that results in quantifiable financial loss consequent on software defects. Guaranteed turnaround time for rectification of mission critical defects that impair business operation.

Guaranteed turnaround for rectification of defects that impair business operation.

* 1. **Implementation partner liability**

The implementation partner is liable for business damage or disruption that results in quantifiable financial loss that is NOT consequent on negligence by Client personnel or on project policy decisions taken by Client personnel that go against a written dissenting opinion tabled by the implementer.

A certificate from the insurer confirming that the Prime Contractor carries Professional Indemnity Insurance at a level commensurate with the scale of the offer price and magnitude of possible damages.

Force majeure is excluded from liability.

* 1. **Right to maintain and repair**

The software company and implementation partner will be required to contractually recognize the right of Client to maintain and repair the software installation in perpetuity subject to commercially valid (market related) license fees being paid.

This includes but is not limited to:

* + 1. Right to decline an upgrade and receive open ended support on the current version at reasonable rates;
    2. Right to a copy of the source code and development environment if such support is declined;
    3. Right to the source code if support is withdrawn for any reason other than breach by Client or force majeure;
    4. Six months to reinstate support after force majeure failing which support will be deemed to have been withdrawn permanently;
    5. Other measures necessary to ensure that Client are able to use the software forever if required.
  1. **Implementer Go-Live Certificate**

Implementer to certify in writing that the installation is ready to run live and accept liability for damages if live operation is unstable or unreliable at a level that causes business damage as a consequence of acts or omissions on the part of the Implementer team.

* 1. **Software Vendor Go-Live Certificate**

Software company to certify in writing that the installation is ready to run live and accept liability for damages if software is unstable or unreliable at a level that causes business damage when in production – this clause applies even after go-live.

* 1. **Deliver on deadlines and budget**

Bidder must evidence a history of projects where deadlines and budgets have been consistently met – document with contactable references;

* 1. **Methodology**

Proven implementation methodology customized to the specifics of this client and project;

* 1. **Willingness to comply with Laboratory requirements**

Willing to run laboratory to our specification and timeline – refer Section 4 of this document and the Bill of Services.

Do not run live until the entire configuration has been fully tested in the Laboratory and signed off by relevant parties, refer specification below and details in the Bill of Services.

1. Business Systems Laboratory

Refer to separate document.

1. Procurement process

The procurement process to be followed is set out below:

**Overview**

The overall procurement approach will comprise a three stage process directed at converging on a well-considered binding fixed price for the entire configuration, customization and commissioning of the final selection of systems (Financial Suite, Data Warehouse and associated specialist modules) for Client.

This process is outlined below – dates are set out in the schedule at the end of this section and in the Procurement Schedule:

**Stage 1:**

Issue of a Request for Proposal and associated documents to identified core software vendors and other invited parties.

The issue of the documentation will take place at a formal briefing on the 8th of May 2014. (James please confirm, as this was adjusted this morning) The vendors will take the documents for review and comment by prospective implementation partners.

Vendors will be required to indicate the Implementation Partner/s (Prime Contractor) of choice and their commitment to bid on the final RFP by 17h00 on the 5th of May 2014

This stage will take bidders through a structured process to enable them to understand the nature and scale of Client’s business together with the headline requirements directed at enabling each bid team to make a formal submission to Client accompanied by a formal written proposal containing a fixed price offer.

Bidders may submit requests for further information or clarification, such requests must be made in writing by email and replies may be copied to all short list bidders.

Offers are to be submitted by not later than the 22nd of May 2014 at Client Offices. First round offer is for an all-inclusive price with a tolerance of 30%. In other words, the final fixed price may NOT exceed the initial offer by more than 30%. This is to discourage under-quoting in the first round.

Review and adjudication of received submissions is expected to reduce the list of bidders to be taken forward to Stage 2 to a short list of around three bidders. Adjudication is scheduled to be complete by Close of Business on the 30th of May2014. Client reserves the right to contact any bidder during this period for clarification of the offer;

**Stage 2:**

**Stage 2:**

The short list bid tea will each be required to arrange a visit to a reference site during the period from the 5th to the 13th of June.

Bidders will be given a four hour private session with the Client team so that both sides can clarify any issues that require attention. These sessions will take place from the 5th to the 13th of June.

The short list bidders will each be allocated a three hour session at which they will formally present their offers revised to take account of the abovementioned sessions. These offers are to be to a tolerance of 15%. While preparing their presentations they may seek clarification or amplification from Client.

These sessions will include walkthroughs and presentations of their software offerings. This presentation will be to the Client evaluation team;

On the basis of the above representations and submissions Client will identify a single preferred bidder to proceed to Stage 3 not later than close of business on the 27th of June 2014;

Client reserves the right to revisit this selection should unforeseen obstacles be encountered with the selected bidder in Stage 3;

**Stage 3:**

The final stage of the procurement process will grant the successful bidder a month to undertake full discovery, analysis and documentation of the Client business requirement in order to arrive at a fixed contract price for the balance of the project. This work will take place against a fixed fee stipulated in the original and revised offers and subject to the same tolerances as the overall price. During this period the project schedule will be fully developed and agreed and the contract and all other related matters will be finalized by close of business on -the 31st of July 2014.

Work is scheduled to commence on 04th of August 2014 subject to Board approval.

1. Headline Requirements and Reference Documents

The headline requirements are contained in Section 3 of the tender files.

The reference documentation is contained in Sections 11 onwards of the tender files.

1. Conclusion

A robust procurement process geared towards achieving a robust and cost efficient solution that will serve Client for at least the next twenty years has been set out.

Client are seeking a long term partnership with a Vendor – Implementer combination that is a close strategic and cultural fit and capable of sustaining a highly successful long term business partnership.

We look forward to receiving your offers

**Client CEO**

**Chief Executive -- Client**