



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 15-2020

PEOPLESOFT SUPPORT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PEOPLESOFT SUPPORT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 4, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) PeopleSoft Support Requirements (Section D) in accordance with B11
 - (c) Experience of Key Personnel (Section E), in accordance with B12;
 - (d) Transition Project Understanding and Methodology (Section F) in accordance with B13;
 - (e) Transition Project Schedule (Section G) in accordance with B14, and;
 - (f) Value Added Services (Section H) in accordance with B15.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subcontractors in providing support services of two clients of similar complexity, scope and value for each of:

- (i) HCM
- (ii) FSCM
- (iii) EPM

(see E2 for complexity and scope).

B10.2 For each client listed in B10.1(a), the Proponent should submit:

- (a) description of the client;
- (b) role of the contractor;
- (c) reference information, including
 - (i) Company name
 - (ii) Contact name
 - (iii) Title
 - (iv) Address
 - (v) Telephone number
 - (vi) E-mail address
 - (vii) Start date and end date of engagement
 - (viii) Description of the products and services provided.

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11. PEOPLESOFT SUPPORT REQUIREMENTS (SECTION D)

B11.1 The Proponent should

- (a) Describe how Canadian, provincial and territorial tax and regulatory updates would be provided within the legislated timelines during the term of the contract. Provide turnaround times for implementing these updates for your clients as they are released from the regulatory bodies and the success rate for achieving this. Please include the communication process for providing updates to the City of Winnipeg.
- (b) Define how service requests are classified by severity and describe how the Service Level differs depending on severity.
- (c) Describe how security patches are provided and deployed. In your response, provide turnaround times for providing these security patches to your clients as security vulnerabilities become known and the success rate for achieving the turnaround times. Please include the communication process for providing security patches to the City of Winnipeg.

B11.1.1 In particular, describe how an identified Oracle critical security issue in WebLogic or Oracle Tuxedo would be addressed.

B11.2 Describe the support that will be provided if the City of Winnipeg implements:

- (a) a licensed module or feature for the first time,
- (b) custom enhancements,
- (c) PUM updates and

- (d) PeopleTools patch or upgrades.
to a PeopleSoft modules or applications. Explain the process to update the service offering.
- B11.3 The Proponent should provide a roadmap or a long-term plan for sustainment of the current version of Oracle PeopleSoft at the City of Winnipeg taking into account infrastructure and Operating System upgrades.
- B11.4 Describe the measures the Proponent will take to protect the privacy of the client's data. Please confirm that these meet or exceed the Freedom of Information and Protection of Privacy (FIPPA) regulations.
- B11.4.1 Describe, in general, the method used to ensure sensitive data is not seen by the Proponent.
- B11.5 Provide the detail of the support hours including the core hours, and what level of support is provided. Include in the response, a list of statutory holidays when support is not provided or available.
- B11.6 Describe all the methods to engage the Proponent for support that are available to the City of Winnipeg (phone, email, web conference, etc.). Describe any constraints with who at the City of Winnipeg can engage support.
- B11.7 Describe the service levels and provide sample reports to demonstrate your service level performance for the past 24 months supporting other clients with similar support packages.
- B11.8 Describe the Proponent's incident management process. Include in your response:
- (a) The process for escalations,
 - (b) The path within the organization, including and organizational chart, and,
 - (c) The timelines for each process stage.
- B11.9 Describe the Proponent's support structure. Describe the multiple service tiers available to the City of Winnipeg and the differences between the tiers. Identify the recommended service tier option for the City of Winnipeg and explain why.
- B11.10 Describe the Proponent's formal governance process or controls to manage and mitigate risks to the City of Winnipeg.
- B11.11 Describe the Proponent's quality assurance processes and procedures. Explain the formal controls and resources in place to communicate enforce and monitor assurance controls.
- B11.12 Describe the proposed client engagement model. Include all expected meetings and issue resolution meetings (eg. Strategic, operational, tactical, and service level reviews).
- B11.13 Describe the service request tracking solution used by the Proponent.
- B11.14 Describe the support model that will be used for the City of Winnipeg. In your response, please indicate whether the support staff will be dedicated or shared with other clients. Include a complete list of support services.
- B12. EXPERIENCE OF KEY PERSONNEL (SECTION E)**
- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the team.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the PeopleSoft support (HCM & FSCM 9.2 and EPM 9.1 modules) for clients of similar complexity, scope and value. Include educational background and degrees, certifications, professional recognition, job title, years of experience in current position, years of experience in providing PeopleSoft

support and years of experience with existing employer. Roles of each of the Key Personnel should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable customers in previous five years in which they have played a primary role. If a customer selected for a key person is included in B12.2, provide only the customer name and the role of the key person. For other customer provide the following:

- (a) Description of customer;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with telephone number per project).

B12.4 Describe how you ensure your support staff remains adequately trained to ensure the support expectations of City of Winnipeg is met on an on-going basis.

B12.5 If a transition project is required, please provide the resumes for two (2) support resources capable and assigned to transition the City of Winnipeg PeopleSoft support from the current support vendor to the Contractor's support.

B13. TRANSITION PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B13.1 If a transition project is required, describe your firm's project management approach and team organization during the performance of transition Project, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of the transition Project.

B13.2 If a transition project is required, methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget, and;
- (c) any other issue that conveys your team's understanding of the Project requirements.

B13.4 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14. TRANSITION PROJECT SCHEDULE (SECTION G)

B14.1 If a transition project is required, Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 If a transition project is required, The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. VALUE ADDED SERVICES (SECTION H)

B15.1 Describe key strengths that distinguish you from the rest of the industry. In your response, please include the following points:

- (a) Unique services or experiences that can be leveraged,
- (b) Forums, white papers, functional knowledge

B15.2 Demonstrate a clear understanding of the industry and highlight strengths or your organization in terms of innovation and best practices within the industry.

B16. DISCLOSURE

B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B16.2 The Persons are:

- (a) N/A

B17. CONFLICT OF INTEREST AND GOOD FAITH

B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Work that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. QUALIFICATION

- B18.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract.
- B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

B21.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B18: (pass/fail)

(c) Total Bid Price; (Section B)	25%
(d) Experience of Proponent and Subcontractor; (Section C)	20%
(e) PeopleSoft Support Requirements; (Section D)	20%
(f) Experience of Key Personnel; (Section E)	20%
(g) Transition Project Understanding and Methodology; (Section F)	5%
(h) Transition Project Schedule; (Section G)	5%
(i) Value Added Services. (Section H)	5%

- B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.6 Further to B24.1(c) where the Total Bid Price exceeds the estimate stated in D3.5, the City may determine that no award will be made in accordance with B25.2.1(a).
- B24.7 Further to B24.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B24.8 Further to B24.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.2.
- B24.9 Further to B24.1(e), PeopleSoft Support Requirements will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.2.
- B24.10 Further to B24.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B24.11 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B24.12 Further to B24.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B24.13 Notwithstanding (d) to (h), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.15 This Contract will be awarded as a whole.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2020 Operating Budget. If the Operating Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B25.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND INFORMATION

D2.1 The City of Winnipeg relies on PeopleSoft to help manage Human Resource, Financial Supply Chain Management, Payroll, Planning and Budgeting functions. With over 10,000 employees, the management of salaries, benefits and budgeting for provided services is complicated and an integral component of the City of Winnipeg's organization.

The high level functions that PeopleSoft supports for the City of Winnipeg are:

- Human Resources
- Payroll
- Financial
- Budgeting and Planning

Each module has been customized to deliver optimal solutions to support our business. Refer to Appendix I – PeopleSoft Licensed Products for a complete list of City of Winnipeg licensed PeopleSoft products.

The City of Winnipeg's PeopleSoft suite is supported by an internal PeopleSoft core support team consisting of technical and functional support for all our implement products.

In addition to core support team, we leverage the support of a Middleware team that consists of:

- Systems Analysts
- DBAs

The City of Winnipeg's PeopleSoft infrastructure has been customized over the years. The City of Winnipeg support teams to accommodate continually requests for further customizations to ensure we meet the needs of our business. Refer to Appendix II – PeopleSoft Architecture Map to see the current PeopleSoft architecture at the City of Winnipeg.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of support of the City of Winnipeg PeopleSoft environment for the period from June 18, 2020 until June 17, 2021, with the option of five (5) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on June 18 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.2 The major components of the Work are as follows:

- (a) Provide general PeopleSoft Support;
- (b) Provide Canadian, provincial and territorial tax and regulatory updates;
- (c) If Proponent is not the current PeopleSoft support supplier, a transition project to move from current PeopleSoft support to the Proponent's support.

D3.3 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2020.

D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3.5 The pre-bid estimate for this Contract is \$560,000.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**Customer**” means any organization that receives support services currently from the Proponent;
- (b) “**EPM**” means Enterprise Performance Management and is the PeopleSoft Planning and Budgeting Application used at the City of Winnipeg;
- (c) “**FSCM**” means Financial Supply Chain Management and is the PeopleSoft Financials applications;

- (d) **"HCM"** means Human Capital Management and is the PeopleSoft Human Resources application;
- (e) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
- (f) **"Transition Project"** means any activities required to transition PeopleSoft support from the current Vendor to the Proponent's support model;
- (g) **"Work"** means all activities the Proponent will perform. This will include any activities associated with a Transition Project as well as activities associated with providing PeopleSoft support.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Travis Herntier
Coordinator of Enterprise Application Services
Telephone No. 204- 986-8371
Email Address.: therntier@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator:

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage during the performance of the work
- (a) Professional Liability and/or Errors and Omissions insurance.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

CONTROL OF WORK

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

- D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall implement and support the following for PeopleSoft version 9.2 PUM 2X within the legislated timelines.

- (a) Canadian taxes (e.g. Income Tax, Canada Pension Plan (CPP), Employment Insurance (EI)),
- (b) All provincial and territory taxes, and,
- (c) Regulatory updates (e.g. garnishments, payroll, year-end T4's, records of employment).

Implementation includes the following:

- Scoping
- Developing
- Testing
- Packaging

Describe how they will be provided.

- E2.2 The Contractor shall have in the past or currently is providing support, including bug and security fixes, for the following products and supporting middleware components for the duration of the contract:

- (a) PeopleSoft version 9.2PUM 2X with the following applications:
 - (i) Human Capital Management (HCM)
 - (ii) Financial Supply Chain Management (FSCM)
- (b) PeopleSoft version 9.1 vX with the following applications:
 - (i) Enterprise Performance Management 9.1, Release 2 (EPM), including all modules currently licensed and in production
 - (ii) IBM Infosphere 8.5
- (c) PeopleTools version 8.56 to 8.58
- (d) Supporting infrastructure as follows:
 - (i) Microsoft Windows x64 (64-bit), 2012 R2
 - (ii) Oracle Weblogic 12.2.1.0.0
 - (iii) Oracle Database 12.1.0.2.0
 - (iv) Elasticsearch 2.3.2

See G1 for a complete list of PeopleSoft products within the applications.

- E2.3 The Contractor shall have the ability to meet the minimum Service Level Agreement commitment of 24 hours a day, 7 days a week and 365 days a year for assistance for critical and major severity service level type incident service requests.
- E2.4 The Contractor shall have defined methods the City of Winnipeg can use to engage the Proponent when support is required

APPENDICES

APPENDIX I – PEOPLESOFT LICENSED PRODUCTS

Product
Conversion Only - Ibm Was - Nonstandard User
Micro Focus International Ltd. Net Express COBOL for Windows
PeopleSoft Enterprise Asset Management - Nonstandard User
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual
PeopleSoft Enterprise Billing - Nonstandard User
PeopleSoft Enterprise Billing - Reported Budget Perpetual
PeopleSoft Enterprise Candidate Gateway - Employee Count Perpetual
PeopleSoft Enterprise eBenefits - Employee Count Perpetual
PeopleSoft Enterprise eCompensation - Employee Count Perpetual
PeopleSoft Enterprise eCompensation Manager Desktop - Employee Count Perpetual
PeopleSoft Enterprise eDevelopment - Employee Count Perpetual
PeopleSoft Enterprise ePay - Employee Count Perpetual
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual
PeopleSoft Enterprise eProfile - Employee Count Perpetual
PeopleSoft Enterprise eProfile Manager Desktop - Employee Count Perpetual
PeopleSoft Enterprise Financials Portal Pack - Nonstandard User
PeopleSoft Enterprise Financials Portal Pack - Reported Budget Perpetual
PeopleSoft Enterprise General Ledger - Nonstandard User
PeopleSoft Enterprise General Ledger - Reported Budget Perpetual
PeopleSoft Enterprise HCM Portal Pack - Employee Count Perpetual
PeopleSoft Enterprise HCM Portal Pack - Nonstandard User
PeopleSoft Enterprise Human Resources - Employee Count Perpetual
PeopleSoft Enterprise Interaction Hub - Nonstandard User
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual
PeopleSoft Enterprise Inventory - Nonstandard User
PeopleSoft Enterprise Inventory - Reported Budget Perpetual
PeopleSoft Enterprise Payables - Nonstandard User
PeopleSoft Enterprise Payables - Reported Budget Perpetual
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual
PeopleSoft Enterprise Performance Management Warehouse - Nonstandard User
PeopleSoft Enterprise Performance Management Warehouse - Reported Budget Perpetual
PeopleSoft Enterprise Planning And Budgeting - Nonstandard User
PeopleSoft Enterprise Planning And Budgeting - Reported Budget Perpetual
PeopleSoft Enterprise Project Costing - Nonstandard User
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual
PeopleSoft Enterprise Purchasing - Nonstandard User
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual
PeopleSoft Enterprise Receivables - Nonstandard User
PeopleSoft Enterprise Receivables - Reported Budget Perpetual

PeopleSoft Enterprise Supply Chain Portal Pack - Nonstandard User
PeopleSoft Enterprise Supply Chain Portal Pack - Reported Budget Perpetual
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual

APPENDIX II – PEOPLESOFT ARCHITECTURE MAP

Peoplesoft Production Server Layout

