



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 144-2007

**PROVISION OF UPGRADE SERVICES FOR ORACLE'S PEOPLESOFT HUMAN
RESOURCE AND FINANCIAL APPLICATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROVISION OF UPGRADE SERVICES FOR ORACLE'S PEOPLESOFT HUMAN RESOURCE AND FINANCIAL APPLICATIONS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 11, 2007.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 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. BACKGROUND INFORMATION

- B3.1 The City of Winnipeg's Oracle PeopleSoft sustainment effort currently utilizes:
- (a) Financial and Supply Chain Management System Version 8.4 Service Pack 2 with PeopleTools Version 8.46. The Financial and Supply Chain Management System went live in April 2003;
 - (b) Human Capital Management (HCM) System Version 8.3 Service Pack 1 with PeopleTools Version 8.22. Payroll, Time and Labour, Base HR and Base Benefits went live in June 2003 and Administer Training, Monitor Health and Safety, Recruit Workforce and Employee Self Service went live in March 2004;
 - (c) Planning and Budgeting component of Enterprise Performance Management (EPM) System Version 8.9 Maintenance Pack 1 with PeopleTools Version 8.46 went live in March 2006;
- in a fully integrated environment which also includes customizations to Oracle PeopleSoft and interfaces to/from non Oracle PeopleSoft City applications.
- B3.2 The Oracle PeopleSoft Financials and Supply Chain Management System includes Inventory Control, Purchasing, Accounts Payable, General Ledger, Commitment Control and Project Costing Modules. These modules are sustained in the Corporate Finance Department.
- B3.3 The Oracle PeopleSoft Human Capital Management System includes Base HR, Base Benefits, Attendance Management, Time and Labour, Payroll for North America, Recruitment, Monitor Health and Safety, Administer Training along with components of the self serve functionality of eRecruit, eDevelopment, eProfile, ePay and a customized Attendance View.
- B3.4 The City is structured such that the Payroll and Time and Labour Modules are sustained within the Corporate Finance Department and the remaining HCM Modules are sustained within the Corporate Services Department. Current work processes are in place to manage the integration between these modules.
- B3.5 More detailed information on the Finance and HR Modules is available at http://www.winnipeg.ca/finance/peoplesoft_upgrade.pdf.
- B3.6 The Planning and Budgeting System is used to provide salary and financial information in the creation of the City's Operating Budget. The Planning and Budgeting System does not produce a Capital Budget or use any other components of the Enterprise Performance Management System.
- B3.7 The following information is provided to assist in determining the amount and type of consulting resources necessary to complement the City's existing functional resources during the upgrade

to Version 8.9. Reporting to the Manager of Financial Applications, within the Corporate Finance Department are:

- (a) Inventory and Purchasing Coordinator – The Module Coordinator originally configured the Inventory Module, and currently supports and maintains the module. It is the City's understanding that there is not a lot of change in Version 8.9 and would therefore require limited functional consulting support. The Coordinator did not originally configure the Purchasing Module. The Coordinator assumed responsibility for the module two (2) years ago. The Module Coordinator currently supports and maintains the module. The Purchasing Module makes extensive use of workflow. It is the City's understanding that this module would require functional consulting support.
- (b) Accounts Payable Coordinator – The Module Coordinator originally configured the module. The Module Coordinator currently supports and maintains the module and supervises Accounts Payable data entry staff. However, the GST and Banking configuration were completed by an outside consultant during implementation and therefore there is limited knowledge of these components. It is the City's understanding that this module would require functional consulting support.
- (c) General Ledger and Commitment Control Coordinator – The Module Coordinator originally configured both modules. The Module Coordinator currently supports both modules. It is the City's understanding that there is little change in the General Ledger Module and therefore would require limited functional consulting support. The degree of change between Version 8.4 and Version 8.9 for the Commitment Control Module is unknown at this time and therefore, the functional consulting support required at this time is unknown.
- (d) Project Costing Coordinator – The Module Coordinator originally configured the module. The Module Coordinator currently supports and maintains the module and performs capital operational activities for the City. The module is used for capital projects and work orders. It is the City's understanding that this module would require functional consulting support.
- (e) Payroll and Time and Labour Coordinator – The Module Coordinator was not involved in the original configuration of either module. The Coordinator assumed responsibilities for both modules about two (2) years ago. The Coordinator currently supports and maintains both modules and manages the Payroll operation at the City. There is a lot of customization in these modules. It is the City's understanding that there are significant changes in these modules and would therefore require a high level of functional consulting support.

B3.8 The following information is provided to assist in determining the amount and type of consulting resources necessary to complement the City's existing functional resources during the upgrade to Version 8.9. Reporting to the HRMS Manager, within the Corporate Services Department are:

- (a) Attendance Management and Base Benefits Coordinator – The Module Coordinator for this area is an experienced PeopleSoft Business Analyst (Time and Labour background) who has worked with the City's technical team to design, configure and test the customized Attendance Management Module. It is anticipated that these customizations for Attendance Management will be moved into the 8.9 environment. Complexity may arise from changes in the Time and Labour Module, although fairly limited functional consulting support is expected. The Coordinator did not configure Base Benefits. Significant effort has been undertaken in the last year to fully review the City's processes associated with benefits administration and to modify and update the module. A preliminary review of Version 8.9 suggests limited changes to functionality in Base Benefits and consulting support requirements may be fairly light in this area.
- (b) Base Human Resources Coordinator - The Base Human Resource Module was configured by one individual in the original Version 8.3 implementation, and then sustained by another for approximately one and a half (1.5) years. The current Module Coordinator has been supporting the module since August 2005, has a solid background in Payroll, and has taken the full Base HR 8.9 course. With the introduction of the "person model", and the level of current customization, it is anticipated higher levels of consulting support will be required in this area.

- (c) Administer Training and Monitor Health and Safety Coordinator - The Module Coordinator is an experienced PeopleSoft Business Analyst who configured this module as a part of the original Version 8.3 implementation. The Coordinator did not originally configure Health and Safety, but acquired support responsibilities shortly after go-live in June 2004. Although this module has greater levels of customizations than Training Administration, the majority of these have been designed, configured, tested and implemented by the current Coordinator. Given a preliminary review of Version 8.9 suggesting limited changes to functionality and small amount of customizations, consulting support may be fairly light in this area.
- (d) Recruit Workforce Coordinator – The Recruit Workforce Module was configured by one individual in the original Version 8.3 implementation, sustained by another for approximately two (2) years. The current Module Coordinator has been supporting the module since August 2006, has a solid technical background as a PeopleSoft developer (originally involved in the Version 8.3 implementation in the areas of portal and self service). In addition, this Coordinator is an experienced Business Analyst and has taken the full Candidate Gateway and Talent Acquisition Manager 8.9 course. With the “re-write” of Recruit Workforce in 8.9, it is anticipated higher levels of consulting support may be required in this area.
- (e) HR Security Coordinator - The Module Coordinator for this area is an experienced PeopleSoft Security Administrator who configured the HCM security for Release 2 of our original Version 8.3 implementation and acquired responsibility for sustaining all HCM security at the conclusion of our Version 8.3 implementation. With significant auditing and HR background, this Coordinator focuses both on security design and administration. Given the large amount of customization within the module and our expectation of significant change in Version 8.9, consulting support both for design and production will be higher in this area.

B3.9 After completion of the upgrade the City will be looking to deploy two (2) additional Finance Modules mainly Accounts Receivable/Billing and Asset Management. This may be a planning consideration during the project, but there are no deliverables with respect to these modules.

B3.10 Within the HCM application – Recruit Workforce, the City has customized an external Online Application form that resides on the Winnipeg.ca website utilized by external applicants use to apply for City jobs. Applicant information is captured in separate tables outside of the City’s firewall, and a process is run each morning to bring applicant information into PeopleSoft, and a process is run nightly to ‘push’ Job requisitions out to Winnipeg.ca. It is expected that this customized external Online Application will continue to be utilized with 8.9 in the short term and Candidate Gateway will only be implemented for internal candidates. Post 8.9 go-live the City will be looking to implement Candidate Gateway for external candidates.

B4. TECHNICAL INFRASTRUCTURE ENVIRONMENT

B4.1 The PeopleSoft production and development environments are fully deployed to support our Financial (General Ledger, Commitment Control, Accounts Payable, Purchasing, Inventory and Project Costing), Human Resources (Base HR, Benefits, Attendance Management, Time and Labour, Payroll, Recruitment, Health and Safety, Training) and Enterprise Performance Management (Budgeting) applications. Environment considerations typically include the client, server and network. Server issues focus on hardware and operating systems compatibility, plus the database management system. Network requirements focus on compatibility with particular emphasis on network protocols and bandwidth requirements for local and remote users. Client requirements focus on desktop hardware, operating systems and graphical environments.

- (a) Servers (Production, Test, Development, Others)
 - (i) The City uses HP/Intel Windows 2003 Server platforms.
 - (ii) The City uses the following BMC Patrol systems management products to monitor and manage the server environment:
 - (i) Patrol for Oracle
 - (ii) Patrol for Microsoft Windows Servers.

- (b) Storage
 - (i) The City has installed an HP StorageWorks Enterprise Virtual Array (SAN) to support data storage requirements for the production and development database tiers. A significant amount of local disk storage is also installed on all servers to meet processing requirements.
 - (ii) The City uses IBM's TSM Backup/Archive product for backup and recovery services.
- (c) Database
 - (i) The City uses Oracle 10g Standard Edition.
 - (ii) The City has implemented a functional Oracle 10g system that fulfills all application system functional requirements, provides full online back-up, recovery and reorganization facilities including database transaction logging and up-to-the-minute forward recovery, plus timely automated reporting of actual or potential errors or problems.
 - (iii) The City conducts database performance measurement and tuning as necessary.
- (d) Network
 - (i) The City deploys TCP/IP as a communication protocol and Ethernet for LAN connectivity to support server to client (and server to server) communications. High speed fibre connections are in place to provide the necessary network bandwidth and latency requirements to meet our transaction workload plus any normal system management functions.
- (e) Client Platform
 - (i) The City has in excess of five thousand (5,000) Personal Computer client workstations deployed throughout its entire organization. The vast majority of our PC's use current versions of Microsoft XP or Windows 2000, with a limited use of Vista, as their operating system and have sufficient processing power and memory to access PeopleSoft applications utilizing Internet Explorer 7.X, 6.X and 5.X via the 4-tier PeopleSoft Internet Architecture (PIA). Over one thousand (1,000) clients have access to our production PeopleSoft applications, with up to two hundred (200) concurrent users signed on across all applications during peak periods. Clients also use Microsoft Office 2000 and 2003 to access Excel spreadsheets and Word documents generated from our PeopleSoft applications.
- (f) PeopleSoft Instances
 - (i) In addition to the standard SYS and DEMO instances generated at installation time, we plan to provide at least five (5) pre-production instances for each of Finance and HR for use during the development and testing of the new releases.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B5.3 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 Bidders by issuing an addendum.
- B5.4 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 Bidder who made the enquiry.
- B5.5 The Bidder 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.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 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.
- B7.2 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.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 The Bidder 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 Substantial Performance and 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 Substantial Performance and Total Performance.

- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B18.
- B8.9 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.

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Information demonstrating experience as required in B13;
 - (d) Project Approach, Project Schedule and Work Plan as required in B14.
- B9.2 The Bidder should note that the City’s budget for this Work is \$900,000.00 CDN.
- B9.3 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B9.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder’s name and address.
- B9.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder’s name and address, and an indication that the contents are part of the Bidder’s Proposal Submission.
- B9.5 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.6 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B10. PROPOSAL

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B10.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B11. PRICES

- B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B11.2 The Bidder should note that the City's budget for this Work is \$900,000.00 CDN.**
- B11.3 The City will retain ten (10%) percent of fees due as a holdback. The holdback, which will accumulate to ten (10%) percent of the total of all fees due. The holdback will be paid only on the completion of all deliverables to the satisfaction of the Contract Administrator.

B12. QUALIFICATION

B12.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B12.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. EXPERIENCE

B13.1 The Bidder should:

- (a) have successfully carried out work, similar in nature, scope and value to the Work;
 - (i) should include at least three (3) references, preferably from the public sector, where the proposed resources have participated in recent and/or current projects of similar scope and magnitude. Each reference will include:
 - (i) Name and size of project;
 - (ii) Name of client organization, contact name, address, telephone numbers;
 - (iii) Duration of project;
 - (iv) Approximate total cost; and
 - (v) A brief description of the project including whether or not the project was completed within/under/over budget and within the time limit assigned.
 - (ii) The City reserves the right to contact references without prior notification to the Bidder.
- (b) have the following skill sets for providing Project Management Skills:
 - (i) Developed a successful project plan to upgrade 8.9 Human Capital, Financials and Supply Chain Management integrated systems similar in scope and magnitude to that at the City;

- (ii) Managed the activities, resources, timelines and deliverables associated with the project plan.
- (c) have the following skill sets for providing upgrade guidance and assistance:
 - (i) PeopleSoft Security;
 - (ii) Experience with and knowledge of Oracle PeopleSoft HCM 8.9 modules currently installed at the City including a sound understanding of the integration points between our HCM 8.9 and FMS 8.9 and Planning and Budgeting 8.9.
 - (iii) Experience with and knowledge of Oracle PeopleSoft FMS and SCM 8.9 modules currently installed at the City including a sound understanding of the integration points between FMS all SCM 8.9 and HCM 8.9 and Planning and Budgeting 8.9.

B13.2 For each person assigned to the project the Bidder shall provide;

- (i) A brief resume identifying their qualifications, experience, number of years with the Bidder's company and specific roles played on reference projects;
- (ii) Confirmation of availability during the required timeframe.

B14. PROJECT APPROACH, PROJECT SCHEDULE AND WORK PLAN

B14.1 Further to B9.1(d), the Bidder shall submit their proposed Project Approach, Project Schedule and Work Plan, based on their understanding of the proposed Work for their Project Team and City staff and their understanding of the background information described in B3. All proposals shall be broken down by individual modules as described in B3.

B14.2 The Bidder shall also identify potential risks and solutions to minimize these risks. However, the timeline for completion must be met.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposal Submissions will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with Bidders.

B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Experience of the principal staff and project team members assigned to the project:
 - (i) Project Manager (15%);
 - (ii) Module Consultant(s) (35%);
 - (iii) Reference information gathered from customers (10%);
- (d) Total Bid Price;
 - (i) Bid Price shall be evaluated as to the method and basis of compensation including a breakdown of overall cost including all fees and other charges (20%);
- (e) Project approach, project schedule and work plan
 - (i) Quality of overall approach and identification of project constraints (10%);
 - (ii) Work plan and schedule (10%);
- (f) economic analysis of any approved alternative pursuant to B8.

- B20.2 Further to B20.1(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 if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.
- B20.4 Further to B20.1(c), experience of the principal staff and project team members assigned to the project shall be evaluated based on experience in public sector projects of similar size and scope including the operation of financial management, supply chain management and human resource business processes relevant to the Work
- B20.5 Further to B20.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B20.6 Further to B20.1(e), project approach, project schedule and work plan offered will be evaluated based on the information submitted and required to be submitted.
- B20.7 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B21.2 The City intends to award this Contract within three (3) weeks after the time and date set for closing as identified in B2.1.
- B21.3 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.3.1 Without limiting the generality of B21.3, 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.
- B21.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the provision of upgrade services for Oracle's PeopleSoft Financial Management, Supply Chain Management and Human Capital Management Systems to Version 8.9.
- D2.2 The major components of the Work are as follows:
- (a) Provision of 8.9 project management expertise to develop a project schedule and work plan to upgrade PeopleSoft Financial, Supply Chain and Human Capital Management Systems to Version 8.9;
 - (b) Provision of 8.9 project management expertise to manage schedule work plan resources, activities, timelines and deliverables to ensure the successful upgrade to Version 8.9 in the specified time frame;
 - (c) Provision of 8.9 module/functional expertise to provide guidance and assistance to the City's Finance and Supply Chain Module Coordinators (for Inventory Control, Purchasing, Accounts Payable, General Ledger, Commitment Control and Project Costing Modules) to upgrade the current configuration, customizations and interfaces to Version 8.9;
 - (d) Provision of 8.9 module/functional expertise to provide guidance and assistance to the City's Human Capital Management Module Coordinator (Base HR, Attendance Management, Base Benefits, Monitor Health and Safety, Payroll for North America, Recruit Workforce, HR Security, Time and Labour, and Administer Training) to upgrade the current configuration, customizations and interfaces to Version 8.9;
 - (e) Provision of one (1) week of post go live support; and
 - (f) Provision of one (1) week of year end support.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) **“Submission Deadline”** and **“Time and Date Set for the Final Receipt of Bids”** mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Tony Roziere
Supervisor of Commodity Tax
4th Floor, 510 Main St.
Winnipeg MB R3B 1B9

Telephone No. (204) 986-4623
Facsimile No. (204) 944-1184

- D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. WORKERS COMPENSATION

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage 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 commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 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 fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D9; and
 - (iii) evidence of the insurance specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D12. CRITICAL STAGES

D12.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Upgrade completion November 23, 2007;
- (b) Go Live November 26, 2007;
- (c) One (1) week Post Go Live November 26 to November 30, 2007;
- (d) Three (3) days Financial year-end support in the beginning of January 2008; and
- (e) Two (2) days of Purchasing roll-over support in the middle of January 2008.

CONTROL OF WORK

D13. JOB MEETINGS

D13.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire one (1) month thereafter.

D14.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D15. INDEMNIFICATION

D15.1 Further to GC.7.04, the Contractor should indemnify the City for the Contract value.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. OBJECTIVES

E2.1 The City has the following general objectives for the Work:

- (a) To take advantage of Version 8.9 functionality to reduce existing complexities and customizations where possible.
- (b) Replace the existing footprint with a stable functional environment.
- (c) To upgrade to a version that will be supported by Oracle.
- (d) To increase the City's return on investment with the upgrade application.
- (e) To learn from the experiences of the Contractor's resources.

E3. SERVICES

E3.1 The Contractor shall provide predominately onsite 8.9 project management expertise to develop a detailed integrated project schedule and work plan that will include and incorporate:

- (a) Start and end dates that meet our timeline requirements;
- (b) Major milestones to ensure completion of the project on time;
- (c) Activities and dependencies;
- (d) Resources;
- (e) Target dates;
- (f) Deliverables;
- (g) Contingency plans;
- (h) Go Live weekend plan;
- (i) Scheduled staff holidays; and
- (j) Sustainment activities.

E3.2 The Contractor shall provide predominately onsite 8.9 project management expertise to manage the project schedule and detailed work plan to ensure:

- (a) Project is completed on time;
- (b) Deliverables are achieved;
- (c) Problem and change management, and issue resolution;
- (d) Regular status meetings;
- (e) Regular status reporting;
- (f) Regular updates to schedule and plan;
- (g) Resource availability;
- (h) Post Go Live support; and
- (i) Year end support.

- E3.3 The Contractor shall provide predominately onsite 8.9 module/functional expertise to the Module Coordinators to assist and guide them in the upgrade to Version 8.9 in the following areas:
- (a) Change assistance reporting to determine fit/gap between current and proposed version;
 - (b) Current and potential new customizations;
 - (c) Current interfaces;
 - (d) Current reports and queries;
 - (e) Data conversion;
 - (f) Module and application integration;
 - (g) Known upgrade issues;
 - (h) Documentation;
 - (i) Training materials;
 - (j) Security;
 - (k) Testing; and
 - (l) Trouble shooting problems.
- E3.4 City staff will complete the following:
- (a) Install Financial, Supply Chain and Human Capital Management Systems Version 8.9 in a test environment;
 - (b) Install PeopleTools Version 8.9 in a test environment;
 - (c) Configuration roadmaps;
 - (d) Testing scripts;
 - (e) Conduct testing;
 - (f) Documentation;
 - (g) Training material;
 - (h) Training sessions;
 - (i) Communication; and
 - (j) Arrange meetings including facilities and participants.

E3.5 City resources will be assigned to the upgrade as follows:

<u>Area</u>	<u>Role</u>	<u>FTE</u> <u>(Resource availability</u> <u>for project duration)</u>
Project Governance	Steering Committee Members	As Required
Finance/Supply Chain Functional Team	Finance Manager	.8
	Inventory/Purchasing Module Coordinator	.8
	Accounts Payable Module Coordinator	.8
	General Ledger Commitment Control Module Coordinator	.8

	Project Costing Module Coordinator	.8
	Payroll Time and Labour Module Coordinator	.8
Human Capital Management Functional Team	HCM Manager	.8
	Attendance Management/ Base Benefits Module Coordinator	.8
	Base HR Module Coordinator	.8
	Recruit Workforce Module Coordinator	.8
	Monitor Health and Safety/ Administer Training Module Coordinator	.8
	HCM Security Module Coordinator	.8
Technical Team – Applications		
	Technical Team Lead	.8
	Primary Upgrader (HR)	1.0
	Primary Upgrader (FN)	1.0
	Secondary Upgraders	3.2 (4 x .8)
Technical Team - Middleware		
	Middleware Lead	.25
	Middleware Upgraders	1.0

- E3.6 The following briefly defines the roles and responsibilities of the City's resources:
- (a) The Project Steering Committee Members will provide strategic direction for the project and champion the upgrade;
 - (b) The Finance Manager is responsible for the day-to-day management of the Finance functional team. The Finance Manager working with the Contractor will align team activities to the overall project schedule and work plan;
 - (c) The HCM Manager is responsible for the day-to-day management of the HCM functional team. The HCM Manager working with the Contractor will align team activities to the overall project schedule and work plan;
 - (d) The Technical Team Lead is responsible for the day-to-day management of the Technical Team – Applications. The Technical Team Lead, working with the Contractor, will align Technical Team activities to the overall project schedule and work plan;
 - (e) The Functional Module Coordinators will report directly to their respective Managers and will be responsible for the day-to-day management of all work and resources that fall under their assigned work area in accordance with the work plan. In addition to playing the lead

role in their module areas, they will guide and manage the integration of their work with other functional module leads in accordance with the overall project schedule and work plan. These positions will lead the testing and end user training efforts for their respective module areas;

- (f) The Primary Upgrader (HR) and Primary Upgrader (FN) will work under the direction of the Technical Team Lead. They are responsible for the technical tasks related to the upgrade;
- (g) The Secondary Upgraders will work under the direction of the Technical Team Lead and will assist the primary Technical Upgraders with upgrade related tasks, including resolving any issues encountered during functional testing, the cutover process to production with the new version and the re-development of any reports, interfaces and customizations;
- (h) The Middleware lead is responsible for the day-to-day management of the Middleware resources assigned to the upgrade project. The Middleware lead, working with the Contractor, will align Middleware Team activities to the overall project schedule and Work plan; and
- (i) The Middleware Upgraders are responsible for providing server configuration, instance setup and any required maintenance operations for the hardware and software infrastructure during the project.