



April 24, 2018

REQUEST FOR PROPOSALS
2057

Information Technology
PeopleSoft HCM 9.2 Upgrade and On-Call Services

ADDENDUM #2

The City of Springfield is hereby amending the above mentioned Request for Proposal (RFP). The original document can be found on the City's website at www.springfield-or.gov. By selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

- 1. Question:** Our legal team is reviewing the contract and have come across the below requirement on Attachment 4.

7. PCI Compliance. Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

Can you please confirm the relevance of this in the context of a HCM system upgrade and if in your view, is this a mandatory requirement? That is, if we are not able to provide evidence of compliance, will our response be automatically rejected?

City's Response: We are not using any payment cards in our HCM system. PCI compliance does not apply in this case and will be stricken from the Exhibit.

- 2. Question:** Is the CITY open to an off shore resourcing model especially for the Technical HCM upgrade and retrofitting of customizations?

City's Response: Yes we are. If the offshore model is used it would have to be closely monitored by the proposer project manager. Please see answers to questions 24 and 44.

- 3. Question:** Could the CITY confirm that on Page 17 the statement "The costs for all services received under this statement of work will not exceed \$75,000. This is for billing purposes only and isn't a commitment of funds." Refers to the On-Call scope only and excludes the Technical upgrade + Retrofitting + Fit-Gap analysis (SOW 1)?

City's Response: Page 17 VII. **Proposed Budget** is only for the On-Call Services. The total value of the On-Call services contract(s) will not exceed \$75,000.

4. **Question:** Can you provide the current server Operating System and Version details please?

City's Response: The servers for the upgrade will have Microsoft Windows Server 2016 x64, Office 2016 Professional, and SQL Server 2016 installed.

5. **Question:** Are CITY running Oracle Secure Enterprise Search (if so what Version?)

City's Response: No, we are not using SES at this time. We are still using Verity. We want to upgrade to ElasticSearch.

6. **Question:** What virtualization software (if any) is being leveraged by CITY i.e. VMWare?

City's Response: We are using VMWare for our virtualization software.

7. **Question:** What software & version of COBOL is being used?

City's Response: We are using Micro Focus Net Express COBOL v. 5.1, wrap pack 11.

8. **Question:** Can CITY generate & provide compare reports (in Excel format) between HCM Production 9.1 and a vanilla HCM Demonstration 9.1 environment for retrofitting for cost estimation purposes please?

City's Response: We cannot provide this information at this time. Our customizations are minimal except for our custom module of timecards. Please see our response to question 36.

9. **Question:** What HCM modules does CITY currently utilize....our understanding is HR, Benefits Administration and Payroll?

City's Response: On the installation table, we are currently using Human Resources, Base Benefits, Payroll Interface, Education and Government, Recruit Workforce, eBenefits, eCompensation, ePay, eProfile, Time and Labor, and Payroll for North America modules. Some of modules we are using very minimal functionality.

10. **Question:** When was the PeopleSoft 9.1 implementation/upgrade completed? What is the name of the vendor who performed this implementation/upgrade?

City's Response: We completed our 9.1 upgrade in 2011, using in-house technical staff. This is the first upgrade that we are using a vendor.

11. **Question:** What is the budget allocated for the PeopleSoft upgrade SOW?

City's Response: We will not be pre-determining a budget allocation for this project.

12. **Question:** Does the City want functional support throughout the duration of the upgrade effort from kickoff through post Go-live?

City's Response: We will only need functional support during testing phases and for any new functional features we need to understand.

13. **Question:** Does the City expect the Proposer's functional team to assist the City's staff during all testing phases?

City's Response: We will only need functional team support on any new, or changed functionality, as needed. Please see our response to question 12.

14. Question: When the City states the proposer will train the City staff on the upgrade process does this mean the upgrade technical steps or how to apply PUM updates so the City staff can maintain this effort going forward?

City's Response: Since we have performed upgrades before, we don't need training on the upgrade process. We will need training on how PUM works and anything new or changed from the 9.1 version. We will have a log that will help us follow the tasks that will be performed in the upgrade.

15. Question: When the City states the proposer will train the City staff on the new features is this referring to technical or functional?

City's Response: We will need some of both types of training.

16. Question: Is the training supposed to be geared to Delta or full application training?

City's Response: The training is for Delta. We have been using this system since 1998 so many people know how it functions. We also have extensive documentation.

17. Question: To aid in reducing costs for travel expenses and resource rates is the City willing to accept proposals that limit the onsite to only specific functional engagements?

City's Response: I am not sure what you mean by specific functional engagements. If we interpret it correctly, it would probably mean group training. Yes, we could do that. It might be better to do Skyping or Webex for training instead to save costs.

18. Question: Can the City attend WebEx style meetings and/or sessions to further reduce overall costs involved with travel and rates?

City's Response: Yes, we can absolutely attend any WebEx style meetings that are needed to communicate around the work performed.

19. Question: Can the City elaborate on usage of the HCM, Benefits, Benefits Administration and Payroll modules so the proposer can get a better understanding of how intensely each module is utilized?

City's Response: The modules we use in HCM are:

- a) HR - includes Job, Position, Person, Self Service and Jobcode
- b) Base Benefits - includes Medical, Dental, Life, Supplemental Life, AD&D, leave accruals, and employee/dependent info.
- c) Payroll - includes Payroll processing, retroactive payroll, Checks and Direct Deposit, additional pay and deductions, Payroll to GL, and Laborcodes.

20. Question: Does the City have any of the eComponents implemented? If so please detail what is currently in production.

City's Response: Yes, we use:

- a) ePay – payroll information online, display checks and W-2s, can print direct deposit files, change W-4 listing, update bank information.
- b) eCompensation – review compensation history
- c) eProfile – view and update personal data

d) eBenefits – we implemented display only

21. Question: Does the City utilize any of the non-core modules within the HRMS application suite?

City's Response: Not at this time, but we will be implementing TAM/CG module post upgrade.

22. Question: Does the City currently maintain a DEMO, DEV, TEST/UAT and PROD environments? Please elaborate more on the current implementation for change management.

City's Response: Yes, we have a test server with multiple test databases, including a Demo database, and a separate production environment. Changes are made in the test environment and then moved to production once tested and approved.

23. Question: Does the City have a DEMO instance matching the update/patch levels of its production system?

City's Response: Yes, our Demo includes any patches and tax updates we have applied to date.

24. Question: Does the City allow VPN connections to designated virtual workstations and servers for the proposer's team to perform its duties?

City's Response: Contractors will have RDP/Admin access to workstations with access to the appropriate servers.

25. Question: Does the City currently expose any portions of the PeopleSoft pillars to the Internet?

City's Response: We do not expose any portions of our current PeopleSoft environment to the Internet. We will be having a exposure when we implement TAM/CG.

26. Question: Can we receive attachment 3 in a excel spreadsheet form?

City's Response: See City's Response to question 40.

27. Question: For this v9.2 HCM Upgrade and On-Call PeopleSoft support engagement, is the City opposed to using remote services based in Virginia to supplement onsite resources?

City's Response: No we are not opposed to using remote services. Please see our responses to questions 24 and 43.

28. Question: What firm is assisting with the Talent Acquisition Management / Candidate Gateway (TAM/CG) module implementation that is already under contract?

City's Response: We are using SmartERP for our TAM/CG module implementation already under contract.

29. Question: Interfaces for all HRMS and any other systems (PS Financials and other systems), will be part of the upgrade process. Please elaborate on the other systems/interfaces?

City's Response: The list of interfaces are Positive Pay, Reverse Positive Pay, Payroll to GL, HCM to Laserfiche, eLog (roster interface to timecards), Chartfield sync and chartfield Explode process.

30. Question: Does the City want onsite rates for on-call services?

City's Response: The City would like any combination of onsite, offsite, and offshore rates if applicable.

31. Question: Can you please provide a module list that need to be upgraded?

City's Response: See our response to question 9.

32. Question: Could you please share the Super, core, and named User count for the Peoplesoft HCM system

City's Response: We have 10 super users, 6 core users, and approximately 400 named users. Our definition of super is employees with departmental administrative access to change Job, Person, and timecard records. Our definition of core users are folks from HR who daily maintain the data in the system. Our definition of named users is anyone who uses the system emodules and/or enters their timecard data.

33. Question: What was the inflow of the tickets complexity and severity wise for the last year

City's Response: We respond to hundreds of tickets each year. Many of which are for simple tasks such as password resets, many are also for small to medium troubleshooting, report updates, queries and tasks as requested by our users. Occasionally we have more complex issues that arise. For example we had some performance issues and our retro process stopped functioning after we upgraded to PeopleTools 8.55 last year, and we've had rounding errors after we implemented an upgrade to our custom timecard system in conjunction with our PeopleTools upgrade.

34. Question: Would it be possible to share the count of RICEW (Reports, Interfaces, Conversions & workflows) components by complexity and severity in the current system

City's Response: We use some of the delivered reports but have created about 100 custom reports. Interfaces are listed on question 29. We have about 6. We do not use any conversions. We do not use any delivered workflows. We have a couple of custom ones.

35. Question: Are you planning to keep all the existing interfaces to third party systems post Upgrade or would decommission some of them.

City's Response: We will be keeping our existing interfaces to third party systems post upgrade.

36. Question: With reference to "Added Attachment 7 – 9.1 HCM Customizations ", could you please share the complexity of these customizations.

City's Response: The most complex customization we have is our timecard module. We have 4 medium complex modules and the rest are low complexity.

- a) Timecards – High
- b) Leave Request – Medium
- c) Explode Process – Medium
- d) Pay Checks – Medium
- e) FLSA calculation - Medium

37. Question: Could you please elaborate on the following required information for the Statement of Work #1: Upgrade HCM 9.1 to 9.2.

" 2) Process used to research documentation and module code"

We are confused as to what specifically the City is asking us to explain.

City's Response: We'd like to get an idea of what your research process is for troubleshooting.

38. Question: Would the City be open to issuing an extension? The next question we are asking has to do with the scope of modules and that scope is very important to the effort, hours, and pricing that will be submitted.

City's Response: No, we are not able to issue an extension due to the project's tight timeline. We need to complete the upgrade on time because we need to apply the tax updates before the end of the calendar year. We also have projects that need to be started right after the upgrade.

39. Question: What PeopleSoft modules are in scope for this RFP?

City's Response: Please see our response to question 9.

40. Question: What does the City want the vendors to do since Attachment 3 Fee Proposal says, "Do not submit with your proposal. Must be ready to submit to city within 24 hours of the issuance of the Intent to Award."?

City's Response: A revised ATTACHMENT 3 Fee Proposal has been posted to the city website and it must be submitted with the proposal. <http://www.springfield-or.gov/RFPAGE.HTM>

41. Question: Can you please provide a version of Attachment 3 Fee Proposal in Excel format?

City's Response: See City's Response to question 40.

42. Question: Page 7 of the RFP indicates Attachment 6 should be signed; however, there is no place on the form for a signature. Can you please clarify if Attachment 6 requires signature?

City's Response: Attachment 6 does not require a signature. Return the completed form.

43. Question: Will the city allow remote on-shore support option.

City's Response: Yes we would allow remote on-shore options as long as they are regularly available to speak to us, but this should consist of regular employees and not contingent workers. Please see our responses to questions 17 and 24.

44. Question: Will the city allow remote off-shore support option.

City's Response: I assume you mean remote off-shore support. Yes we would allow remote off-shore options as long as they are regularly available to speak to us, but this should consist of vendor's regular employees and not contingent workers. Please see our responses to questions 17 and 24.

45. Question: Can the city provide a list of PeopleSoft modules currently in production.

City's Response: Please see our response to question 9.

46. Question: Can the city provide information on how heavily customized each module is.

City's Response: Please see our response to question 36.

47. Question: Does item 7 (PCI Compliance) of Exhibit D apply to the services being requested?

City's Response: Please see our response to question 1.

48. Question: The City states they are looking for “The Proposer will provide a dedicated project manager and staff”. Is the City looking for a Full time (40 hours/week) project manager or a consistent single point of contact from the Vendor available part time?

City’s Response: We’re looking for a consistent single point of contact from the Vendor available part-time.

49. Question: The City is requesting “Training will include step by step written documentation with screenshots that are easy to follow.” Do you currently have training/procedures that are already documented that simply needs to be updated with new 9.2 functionality/navigation or does the City wish the vendor to fully document all procedures in 9.2?

City’s Response: Our training requirement only applies to updates (see question 14 response), so previous documentation would not apply.

50. Question: Does the City own User Productive Kit (UPK) from Oracle that can be used or has been used to document training?

City’s Response: No, we do not own UPK at this time.

51. Question: Is the work associated with Attachment #2 Scope of Work - PeopleSoft On-Call services, is to be performed during the duration of the Upgrade or are these services requested a certain period of time (6 months, 12 months, etc.)

City’s Response: The on-call services will be discussed with the vendor. It will be a collaboration on timing and resources that are available.

52. Question: Exceptions to Request for Proposal.

Independent Contractor takes exception to the following Terms and Conditions identified in the Request for Proposal and requests to negotiate mutually acceptable language prior to the execution of the Agreement.

City Response: The RFP requires that you accept the terms and conditions of the contract Attachment 4. Any exceptions to contract will be noted in Addendum #2. No other exceptions or requests for change will be accepted.

53. Question: Independent Contractor would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Agreement. The SOW will replace any specific descriptions of the services, pricing, and acceptance criteria identified in RFP.

City Response: The City will have a fully detailed Statement of Work in the resulting Contract. The terms of the RFP will be incorporated into the final Contract.

54. Question: Specific Exceptions to RFP:

Attachment 4 – Independent Contractor Agreement

15. Indemnification and Hold Harmless – Independent Contractor requests clarification of the first sentence. Independent Contractor will agree to the indemnifications of third-party claims only to the extent that its negligence or willful misconduct is directly responsible for the action or omission requiring indemnification.

55. City Response: The contract **Paragraph 15. Indemnification and Hold Harmless** has been updated to the following:

15. Indemnification and Hold Harmless. The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. Independent Contractor will agree to the Indemnifications of third-party claims only to the extent that its negligence or willful misconduct is directly responsible for the action or omission requiring indemnification. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

56. Question: Specific Exceptions to RFP:

Attachment 4 – Independent Contractor Agreement

17. Termination – For all terminations, Independent Contractor requests 30 days' notice and payment for all services performed through the date of termination.

Independent Contractor requests that this Contract only be terminated for cause upon a material breach by Independent Contractor which it does not cure within thirty (30) days after written notice.

Independent Contractor believes that it should have the right to temporarily stop work and ultimately terminate the Contract in the event that the City fails to perform its obligations under the Contract and does not cure the breach within thirty (30) days

City Response: Contract Paragraph **17. Termination** has been updated to the following:

17. Termination. The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

The amount of such payment will be that portion of the Contract Price attributable to the work performed or documents delivered and accented by the city through the effective date of the termination.

57. Question: Specific Exceptions to RFP:

Attachment 4 – Independent Contractor Agreement

18. Rights in Data – Independent Contractor will agree to grant the City either ownership rights to or a perpetual, non-assignable license to use all work product produced by Independent Contractor under its Contract; however, the grant will be tied to receipt of full payment for the work product.

Independent Contractor will retain ownership of all intellectual property, knowledge, techniques, procedures, know-how, methodologies, routines, templates, and methods which have been developed by Independent Contractor in its regular course of business and not for specific use in performance of this Contract and used in the provision of services (“Contractor Tools”). Independent Contractor shall grant the City, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Independent Contractor embeds in or provides with any work product or that are otherwise used in connection with the services.

City Response: The Contract paragraph **18. Rights in Data** stands as written. No changes will be made.

58. Question: Specific Exceptions to RFP:

Attachment 4 – Independent Contractor Agreement

19. Confidentiality – Independent Contractor requests that this provision be mutual in order to protect its own confidential information.

City Response: The Contract paragraph 19. Confidentiality has been updated to the following:

19. Confidentiality. During the course of performance hereunder, Independent Contractor or the CITY or its agent, employees, or contractors, may receive confidential information. Independent Contractor and the CITY agree to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information. Regarding the receipt and handling of such information, Independent Contractor shall comply with the requirements of Exhibit D and E attached hereto and incorporated herein by this reference. The obligations of Exhibit E shall survive the termination of this Agreement and shall remain in perpetuity. Independent Contractor shall identify information that it wishes the CITY to use best efforts to maintain confidentiality. It is understood that CITY'S efforts will be subject to the requirements for disclosure pursuant to Oregon Public Records Law.

59. Question: 25. Assistance Regarding Patent and Copyright Infringement – Independent Contractor will agree to the indemnifications of third-party claims only to the extent that its negligence or willful misconduct is directly responsible for the action or omission requiring indemnification.

The indemnification obligation shall not be applicable to the extent the infringement is attributable to software or the acts or omissions of the City including, without limitation, materials, specifications, or products provided by the City, modifications made by the City to any of the products or services delivered by the Independent Contractor, or if the City uses the products or the services in a manner not intended by the Contract.

City Response: The contract paragraph 25 Assistance Regarding Patent and Copyright Infringement stands as written. No changes will be made.

60. Question: Exhibit D

4. Security Breach – Independent Contractor will comply to the extent it is responsible for the security breach.

City's Response: Contract Exhibit D 4. Security Breach stands as written.

61. Question: Exhibit D

7. PCI Compliance – Independent Contractor does not believe that this section is applicable.

City's Response: Contract 7. PCI Compliance refer to the answer to Question 1.

62. Question: Exhibit D

10. Remedies for Disclosure of Confidential Information – Independent Contractor cannot agree to the last sentence.

City's Response: Contract **Exhibit D. 10.** Remedies for Disclosure of Confidential Information stands as written. No changes will be made.

63. Question: Exhibit D

12. Criminal Background Check – Independent Contractor requests clarification if this section is applicable.

City's Response: Yes, this is applicable.

64. Question: Exhibit E

Independent Contractor requests that the termination provision be in accordance with Section 17 of the Agreement.

City's Response: **Exhibit E** stands as written. No changes will be made.

65. Question: Independent Contractor requests the inclusion of the following provisions which have not been addressed in the RFP:

Independent Contractor requests an industry limitation of liability clause limiting recoverable damages to direct damages and excluding consequential and punitive damages. Independent Contractor requests to limit the amount of the direct damages for services to the amount of all fees paid by the City to Independent Contractor.

City Response. The contract stands as written. No changes will be made.

66. Question: Independent Contractor requests the inclusion of the following provisions which have not been addressed in the RFP:

Independent Contractor requests the inclusion of a non-solicitation provision.

City Response. The city will not be adding a non-solicitation provision.

67. Question: Independent Contractor requests the inclusion of the following provisions which have not been addressed in the RFP:

Independent Contractor requests a standard disclaimer of warranties for all implied or express warranties not explicitly contained in the Agreement.

City Response: The city will not be adding a disclaimer provision.

68. Question: Independent Contractor requests the inclusion of the following provisions which have not been addressed in the RFP:

Independent Contractor requests the inclusion of a dispute resolution provision.

City Response: The city will not be adding a dispute resolution provision.

In the event that it is necessary to further amend, revise or supplement any part this ITB, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and RFP 2057 PeopleSoft HCM 9.2 Upgrade and On-Call Services). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #2 AS PART OF THEIR SUBMITTAL PACKAGE.