



November 8, 2024

Addendum #1 to RFP 3747 PeopleSoft Managed Services Provider

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website <https://springfield-or.gov/city/finance/purchasing>

Question 1. Could you please provide Attachment 5 – Price List in either Excel or Word format?

Answer 1. Yes, an Excel format for Attachment 5 will be posted on the Springfield website at <https://springfield-or.gov/city/finance/purchasing/peoplesoft-managed-services-provider-request-for-proposals/>

Question 2. In Section III. Proposal Submission Requirements, #11 indicates that Attachment #4 should be signed; however, there is no signature line or block. Does this attachment require signature?

Answer 2. Yes, this attachment require signature, please sign next to the Contact person after type name and date it.

Question 3. Contract for Services, would the City be willing to delete Section 7 (Rejection of Deliverables), as it is not applicable to the managed services requested under this RFP?

Answer 3. No, the City will not delete Section 7 of the Contract.

Question 4. Contract for Services, Section 11 (Indemnification and Hold Harmless), would the City be willing to limit the Contractor's indemnification obligations to their-party claims only and to the extent that Contractor's negligence or willful misconduct is directly responsible for the action or omission requiring indemnification?

Answer 4. The City believes that Subsection 11.4 provides appropriate protection to the Contractor for its liability and will not agree to limit the liability of contractor further.

Question 5. Contract for Services, Section 19 (Confidentiality), would the City consider making this provision mutual in order to protect Contractor's confidential information?

Answer 5. Yes, the City will agree to revise paragraph one of Section 19 to read as follows: "During the course of performance hereunder, each of the parties, or its agent, employees, or contractors, may receive confidential information. Each party agrees to use its best efforts to maintain the confidentiality of such information and to inform its own agents employees, and contractors performing related services of the confidentiality obligation that pertains to such information."

Question 6. Contract for Services, Section 22 (Termination), would the City allow for a 30 day cure period before any termination for cause?

Answer 6. The City is willing to add a subsection 22.1 to Section 22 relating to termination by the Contractor, to read: "**22.1 Termination for Breach.** If either party should breach this Agreement, the other party shall, following notice to the other party granting not less than 30 days to cure such breach,

and if such breach remains uncured for 30 days, the other party shall have the right to terminate the Agreement upon notice to the other party as provided in this Agreement.”

Question 7. Contract for Services, Section 22 (Termination), would the City allow Contractor a right to terminate for a breach by the City that remains uncured for 30 days?

Answer 7. Refer to the answer to Question 6 regarding this question.

Question 8. Contract for Services, Section 23 (Assignment/Subcontract), Contractor requests that any approval not be unreasonably withheld.

Answer 8. The City is not willing to make a change to the Assignment/Subcontract provision contained in Section 22.

Question 9. Contract for Services, Contractor requests an industry limitation of liability clause limiting recoverable damages to direct damages and excluding consequential and punitive damages. Contractor also requests to limit the amount of the direct damages for series to the amount of all fees paid by the City to Contractor.

Answer 9. The City is unwilling to provide such a waiver at this time.

Question 10. Contract for Services, Contractor requests a standard disclaimer of warranties for all implied or express warranties not explicitly contained in the Contract.

Answer 10. The City is willing to agree to a standard disclaimer of warranties for implied or express warranties not otherwise contained in the Agreement.

Question 11. Section 12.1 of Sample Contract, if a small sub-contractor is not able to carry the full requirements, Contractor requests an allowance for its insurance policies to cover the shortfall.

Answer 11. Section 11 limits the Contractor’s indemnification obligations to those arising in whole or in part from the acts or omissions of Contractor, its subcontractors, officers, agents, and employees.

Question 12. Section 12.4 of Sample Contract, Contractor’s polices include Additional Insured status for all certificate holders. Contractor requests its polities be accepted in place of ISO forms with proof of coverage by Contractor’s policies.

Answer 12. The City’s risk management requires Additional Insured status for Contractor’s liability insurance under the Contract.

Question 13. Could the City please provide detailed information on your environment:

- a. OS (with version)
- b. SQL Server version
- c. # of Environments (ie DEV, TEST, UAT, PROD)
- d. Logical or Physically separate server configuration (ie websever, app/batch on same or different servers)
 - a. Number of app, batch and websevers per environment?
 - b. Do any environments share a server (ie DEV/TEST on same server box)?
 - c. Are the websevers load balanced?
 - d. Is Single SignOn (SSO) implemented?

Answer 13.

- a. OS (with version):
 - a. HCM: Windows Server 2022 Datacenter (10.0)
 - b. FSCM: Windows Server 2016 Standard (10.0) with plans to upgrade to 2022 before year end
- b. SQL Server version:
 - a. HCM: SQL Server 15.0.4390.2
 - b. FSCM: : SQL Server 15.0.4390.2
- c. # of Environments (ie DEV, TEST, UAT, PROD): We have the standard set of four environments for HCM and FSCM. Those are DEMO, DEV, UAT, and PROD.
- d. Logical or Physically separate server configuration (ie webserver, app/batch on same or different servers)
 - a. Number of app, batch and webserver per environment?
 - i. Logical. web/app/batch on same server.
 - ii. Number of app, batch and webserver per environment? 1 per environment
 - b. Do any environments share a server (ie DEV/TEST on same server box)?
 - i. HCM: Yes DEMO, DEV, and UAT
 - ii. FSCM Yes DEMO, DEV, and UAT
 - c. Are the webserver load balanced? No we have 400 users.
 - d. Is Single SignOn (SSO) implemented? No

Question 14. What PTools\PI # will FSCM be on when the upgrade is complete? Will it remain on PTools 8.59 or also upgraded to 8.61?

Answer 14. We aim to do one PT upgrade per year with environments alternating every year. This year was HCM so we will shoot to upgrade FSCM post upgrade most likely in Q4 of 2025.

Question 15. Do you use Open Search (previously Elastic Search)?

Answer 15. Yes in HCM, once FSCM is upgraded we will move it over to OpenSearch.

Question 16. Who will be responsible for break fixes, if any, that are specifically due to the FSCM 9.2 upgrade itself? (ie the original upgrade team or the support PSAdmin team based on this RFP)

Answer 16. Currently, the plan is to have our local team be responsible for break fixes for now while consulting with people who are familiar with our environment on potential issues.

Question 17. Clarification regarding whether should we provision any hours for activities such as PeopleSoft Technical development, PeopleSoft Functional consulting, and any general PeopleSoft application administration activities beyond application of security patches and tax updates?

Answer 17. We do this on a year-by-year basis normally. For example, the city has arranged a separate bucket of hours for certain projects. It mostly depends on the year and what we need to get done that year.

Question 18. Is the City seeking a Fixed Price or Time & Materials engagement?

Answer 18. The city seeks Fixed Price quotes we normally do a buck for discretionary hours and then a bucket per project task E.G. Tax updates, Critical Security Patches, etc. We also normally will request additional quotes on a per project basis.

Question 19. We assume the scope described is to be performed on a fully remote basis. Could the City confirm this assumption?

Answer 19. That is currently the assumption yes but we do have a physical location available if needed.

Question 20. Will the City users be available to perform testing activities for any proposed system changes/updates, or is the City seeking functional testing support?

Answer 20. City users and onsite IT personnel perform all testing.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <https://springfield-or.gov/city/finance/purchasing/>. As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. 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 MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.

Signature

Date