



THE CITY OF GREATER SUDBURY

CONTRACT CPS10-10 REQUEST FOR PROPOSAL FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

**Issued by the
Supplies & Services Section
Finance Division
on behalf of
Information Technology Services &
Human Resources and Organizational Development**

**AGNES BECK,
MANAGER OF SUPPLIES & SERVICES/PURCHASING AGENT**

Cost for Document Pick-up:

\$11.30
(\$10.00 plus HST)



2010-11-15

TO: ALL PROPONENTS

SUBJECT: CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

The City of Greater Sudbury is seeking proposals for PeopleSoft 9.1 Human Capital Management System upgrade.

Attached is the subject Proposal that must be submitted using the address label sheet provided to the City of Greater Sudbury, Supplies & Services Section, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury **NO LATER THAN 11:00:00 a.m., (our time) on Tuesday, November 30th, 2010.**

Proposals will be opened by the Tender Opening Committee, the same day at 2:30:00 p.m., in Committee Room C-21, 2nd Floor, Tom Davies Square. Please be advised only the names of those proponents who have submitted a proposal will be released at the meeting. Information regarding pricing or contents of the proposal submissions will not be provided as we reserve the right to negotiate with all Proponents.

Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective proponents **MUST BE** in written format via email or fax. To facilitate comprehensive responses, Proponents are encouraged to email their questions as soon as possible to tenders@greatersudbury.ca or fax to (705) 671-8118. The deadline for questions is **12:00 p.m., on Tuesday, November 24th, 2010.** No verbal instructions or verbal information to Proponents will be binding on the CGS. **Do not contact any other staff persons, other than the Co-ordinator listed below, regarding this proposal.**

The lowest or any proposal not necessarily accepted.

Yours truly,

A handwritten signature in black ink, appearing to read 'Roger Delaire'.

Roger Delaire
Supplies & Services Co-ordinator

cc: B. Mangiardi, Chief Information Officer, Information Technology Services



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

CHECKLIST

The following checklist has been included to ensure that all of the City's requirements are met:

1. Proponents are to submit **five (5)** complete copies (including the **Proposal Bid Form**) of your Request for Proposal, designating one (1) complete Proposal as an "Original" which includes an "Original" signature of the signing authority, and four (complete Proposals as "Copies", in a bound or stapled format. Proponents are also required to clearly label the "original" as the "original on the front cover of their proposal. ☐
2. Return the **Proposal Bid Form** properly completed and signed where indicated. ☐
3. Return the **Experience & Qualification Form** properly completed and signed where indicated. Please use form provided. ☐
4. Return the **Reference Form** properly completed and signed where indicated. Please use form provided. ☐
5. Ensure **the Addendum Acknowledgment Section, located on the Proposal Bid Form** has been completed if any addendums have been issued. Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. ☐
6. The **Instructions to Proponents Section** and **Terms of Reference** have been carefully reviewed and all requirements have been submitted with your proposal. ☐
7. The successful Proponent **must** submit **Declaration of Accessibility Form**. ☐
8. The **successful proponent** will be required to submit **Proof of Insurance** as noted in the Proposal document. ☐
9. The **successful proponent** will be required to submit to the City of Greater Sudbury, a **WSIB Clearance Certificate**. ☐
10. Please ensure that an Original Signature is provided with the "Original" Tender/Proposal document. A photocopy of the Signature will not be accepted on the document marked as the "Original". Failure to provide original signatures on the document marked "Original" will result in the rejection of your Tender/Proposal. ☐
11. Place the Proposal Bid Form **at the front** of your Proposal ☐



THE CITY OF GREATER SUDBURY

CONTRACT CPS10-10 REQUEST FOR PROPOSAL FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

1. Addenda

Proponents may, during the proposal period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the Request for Proposal Documents.

A copy of all Addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective Proponent who has obtained Request for Proposal Documents.

Addenda will be issued under the following circumstances:

- a.) Interpretation of RFP documents as a result of queries from prospective proponents;
- b.) Revision, deletions, additions or substitutions of any portion of RFP documents.

All such changes as addressed in the addenda shall become an integral part of the RFP documents and shall be allowed for in arriving at the Proposal price.

Addendums which have financial implication and have not been acknowledged on the Proposal Bid Form will be automatically rejected.

Oral instructions shall not be considered valid unless they are confirmed in writing by the Manager of Supplies & Services.

2. Proposal Submissions

Proponents are to submit **five (5)** complete copies (including the **Proposal Bid Form**) of your Request for Proposal, designating one (1) complete Proposal as an "Original" which includes an "Original" signature of the signing authority, and four (4) complete Proposals as "Copies" in a bound or stapled format. **Proponents are also required to clearly label the "original" as the "original" on the front cover of their proposal.**

3. Validity of Proposals

See Schedule 'C' to Purchasing By-Law 2006-270 as amended, attached hereto.

4. Proposal Bid Form

The proposal bid form provided with this RFP must be used or your proposal will be rejected.

Please ensure your Proposal Bid Form is secured inside the front of your "original" RFP. Copies of the Proposal Bid Form are also to be secured inside the front of the additional copies (4) that are required to be submitted.

5. Acceptance of Terms

Each Proponent, by submitting a Proposal, represents that the Proponent has read, understands and accepts the terms and conditions of the Request for Proposal in full.



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

6. Stages of Proposal Evaluation

City Representatives will conduct the Evaluation of Proposals as follows:

An initial review by the City to determine which Proposals meet the minimum requirements. Proposals which do not comply with the City's minimum requirements may be disqualified.

The next step will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria noted below. The highest scored Proposal will be selected.

At the discretion of the City, the City may choose to invite up to three (3) short-listed proponents to prepare a formal presentation to the City. In addition, short-listed proponents may be asked to attend interviews or negotiations with the City, provide a tour of facilities and provide additional general information prior to selection.

7. Evaluation Grid Criteria

The following is the evaluation grid criteria outlining how your proposal will be scored:

<u>Description</u>	<u>Points</u>
Experience with PeopleSoft HCM version 9.1 and this type of project upgrade	25
Experience and quality of the staff assigned for project management, functional support and technical support as well as Municipal Experience	30
Accuracy & completeness of the Proposal and understanding of the project requirements	30
Quality of the references provided	15
Price	10
TOTAL	110

8. Local Partnerships

The City encourages out of town proponents to seek local partner(s) where local expertise exists.

9. Negotiations and Review of Offers

Discussions may be conducted with proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

All proposals will be evaluated using the evaluation grid criteria noted unless the proposal does not meet the minimum requirements and are therefore not short listed.



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

9. Negotiations and Review of Offers (cont'd)

Once the evaluation committee has reviewed the initial proposal submissions using the evaluation grid, the evaluation committee will recommend an award to a specific firm, if clear cut superiority of an offer is obvious.

The City reserves the right to request a best and final offer from only those proponents meeting our full requirements or from the short list developed by the evaluation committee.

All information will be kept under strict security until after an award recommendation has been made.

All discussions and negotiations must be coordinated through the Supplies & Services Office. **Do not contact any Municipal Staff regarding this RFP other than the Supplies & Services Section Staff.**

10. Legal Agreement

The successful proponent may be required to enter into and execute a legal agreement with the City of Greater Sudbury.

11. Conflict of Interest

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the City may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

12. Proposal Confidentiality

The Manager of Supplies & Services will consider all proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. Information pertaining to pricing or any content of the proposals will remain confidential as we reserve the right to negotiate with all proponents.

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the proponent or disclosed by the City of Greater Sudbury in the course of carrying out this project.

The successful proponent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City of Greater Sudbury and shall not be disclosed or released to any person or organization without the prior written consent of the City of Greater Sudbury.

13. Costs Incurred by Proponents

All expenses involved with the preparation and submission of Proposals to the City of Greater Sudbury, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any Proposals received or for any other effort required or made by the proponent prior to commencement of work as defined by the Proposal approved by the City of Greater Sudbury.



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

14. Proposal Expiry Date

Proponents hereby acknowledge that offers contained within their Proposals shall be irrevocable for a period of ninety (90) days from the closing date of the RFP or until a contract is signed with the successful proponent, whichever comes first.

15. Presentations

The City of Greater Sudbury may require proponents to give a presentation in support of their Proposal.

16. Exclusivity Clause

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

17. Indemnification

The successful Proponent shall indemnify and hold harmless the City of Greater Sudbury, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Greater Sudbury and against all loss, liability, judgements, claims, suits, demands or expenses which the City of Greater Sudbury may sustain, suffer or be put to resulting from or arising out of the Successful proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agent, officials and employees.

18. General Commercial Liability Insurance (Not Applicable)

The **successful proponent** will be responsible for submitting a copy of a General Commercial Liability Insurance Certificate for this project in the amount of \$3 Million. This policy must not contain a limitation, exclusion or restriction that would otherwise limit coverage for loss caused by failure to perform.

19. Professional Liability Insurance

The **successful proponent** will be responsible for submitting a copy of a Professional Liability Insurance Certificate for this project in the amount of \$2 Million.

20. Automobile Liability Insurance (Not Applicable)

The **successful proponent** will be responsible for submitting a copy of Automobile liability insurance in respect of licenced vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

**CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

INSTRUCTIONS TO PROPONENTS

21. Assignment

The successful proponent / provider will not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.

22. Record and Reputation

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

- 1) In the opinion of the Council of the City of Greater Sudbury or the Manager of Supplies & Services/Purchasing Agent, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omission(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with the City of Greater Sudbury;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Proponent refusing to enter into a contract with the City after the Proponent or Bidders tender or proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;
 - f) act(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately proceeding the date on which the RFP/Tender is awarded;
- 2) In the opinion of the Council of the City of Greater Sudbury or General Manager or the Manager of Supplies & Services/Purchasing Agent or designate, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
 - a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;



**CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

INSTRUCTIONS TO PROPONENTS

22. Record and Reputation – cont'd

- b) the conviction or finding of liability of that person under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
- c) the conviction or finding liability of that person under the *Environmental Protection Act*, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business.
- d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
- e) the conviction or finding of liability of that person under the *Securities Act* or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

23. WSIB

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following:
 - i) Workplace Safety & Insurance Board Firm Number
 - ii) Workplace Safety & Insurance Board Account Number
 - iii) a "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.
- b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health Safety policies will be strictly adhered to at all times.
- c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

23. WSIB (cont'd)

- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:

- offers services to various firms; reports to the government as a self-employed business (Revenue Canada/HST); owns and operates his/her equipment.

This person, therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

24. Errors and Omissions

The City of Greater Sudbury shall not be held liable for any errors or omissions in any part of this RFP. While the City of Greater Sudbury has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Greater Sudbury, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

25. Alternative Proposals

Proponents may wish to submit one (1) or more proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable. Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

26. Acceptance of Proposal

The proponent agrees that, notwithstanding anything to the contrary in this Request for Proposal that a maximum of ninety (90) days shall be allowed between the date that Proposals are opened and the date that a Proposal is awarded, cancelled or recalled.

The proponent agrees that the City has the right to accept all, any or none of the Proposals submitted. The proponent also agrees that the lowest or any Proposal not necessarily accepted. Following contract award, the Manager of Supplies & Services shall notify the successful proponent that his Proposal has been accepted. The formal contract agreement will also be sent to the successful proponent, with instructions on how to properly complete and sign the document.

The successful proponent is to be allowed not more than fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Proposal Deposit if applicable.



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

27. Withdrawal Procedures

A proponent may request that his or her submitted proposal be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the proponent wishing to withdraw from a particular RFP must attend at the Purchasing Agent's office and execute an appropriate withdrawal form, signed by a principal of the proponent, or provide a letter from the proponent, signed by a principal, withdrawing the Proposal. The Agent and Treasurer together shall then open the Proposal Box, retrieve the withdrawn Proposal and hand it back unopened to the proponent. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and Treasurer, placed into the Proposal Box and the Proposal Box re-locked.

The withdrawal of a proposal does not disqualify a proponent from submitting another Proposal for the same contract provided that all of the RFP procedures are observed and the new bid is deposited in the Proposal Box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) Proposal from the same proponent may result in the disqualification of the proponent.

The Proposal Deposit shall be forfeited to the City when a proponent attempts to withdraw his or her Proposal after Proposals have been opened, in addition to any consequence or legal penalty that may apply.

28. Invoicing Instructions

The successful proponent will be required to make reference to the Contract Number (**CPS10-10**) or Purchase Order Number (if applicable) on all invoices relating to this Proposal. Failure to indicate the Contract Number or Purchase Order Number will result in the delay or non-payment of invoices for this contract.

29. Results

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however, unit prices will not be disclosed where proposals were requested as a total contract price. We reserve the right to publish the total evaluation scores of all proponents and the total bid amount of the successful proponent. Unsuccessful proponents may request information regarding their evaluation from the Purchasing Agent or his/her designate.

30. Privilege Clause

The lowest or any proposal not necessarily accepted.

31. Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective vendors MUST BE in written form at via email or fax. To facilitate comprehensive responses, proponents are encouraged to email their questions as soon as possible as indicated in the covering letter to tenders@greatersudbury.ca or fax to (705) 671-8118.



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

INSTRUCTIONS TO PROPONENTS

31. Communications (cont'd)

No verbal instructions or verbal information to proponents will be binding on the CGS. **Do not contact any other staff persons, other than the Supplies & Services Section staff, regarding this Proposal.** This is to ensure that all proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Proponents that do not follow this instruction may be subject to disqualification.

32. Electronic Commerce

When proponents are provided with the option of emailing their proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company/partnership signs the proposal bid form via electronic signature.

33. Terms of Payment

The terms of payment for all invoices relating to this tender/proposal are **net 30 days** unless otherwise specified in the document.

34. Consideration of "Approved Equal"

The decision of the City in determining approved equal status for any item, equipment, material or product shall be final and shall be made only by the City.

35. Anti-Idling

The City of Greater Sudbury endeavours to be an environmentally responsible municipal government. We encourage contractors performing on behalf of the CGS to avoid, whenever possible, unnecessary engine idling.

36. Sales Tax

The successful bidder, if and when required, will provide any necessary documentation that the City would require to support sales tax recovery claims.

37. Harmonized Sales Tax

On July 1, 2010, the Province of Ontario implemented the Harmonized Sales Tax (HST). In the past, where applicable, the City of Greater Sudbury paid GST and PST, and will be paying HST on taxable purchases effective July 1, 2010. More information on the implementation of HST can be found at www.Ontario.ca/taxchange or www.cra.gc.ca.

All prices shall be provided in Canadian Funds; inclusive of all applicable customs duties, levies and taxes, except for HST.

Prices shall be F.O.B. destination and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.



**CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

INSTRUCTIONS TO PROPONENTS

38. Award

Should the City receive only one (1) RFP on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Proponent.

39. Accessibility

The City is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the ***Accessibility for Ontarians with Disabilities Act, 2005*** as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder(s).

The Accessibility for Ontarians with Disabilities Act, 2005 can be reviewed at:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

SCHEDULE "C"

to By-Law 2006-270 as amended, of the City of Greater Sudbury

Page 1 of 2

	IRREGULARITY	RESPONSE
1	Late Bid.	Automatic rejection and not opened or read publicly.
2	Unsealed Envelope.	Automatic rejection.
3	No Bid Security or agreement to bond or insufficient Bid Deposit or agreement to bond.	Automatic rejection. NOT APPLICABLE TO THIS PROPOSAL
4	Bids completed and/or signed in erasable medium.	Automatic rejection.
5	All required sections of Bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the incomplete nature is trivial or insignificant.
6	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the qualification or restriction is trivial or not significant.
7	Bids received on documents other than those provided or specified by the City.	Automatic rejection.
8	Bids Containing Clerical Errors, which are trivial or insignificant.	48 hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor
9	Failure to execute Agreement to Bond (Surety's Consent) or Bonding company corporate seal or signature missing from Agreement to Bond.	Automatic rejection. NOT APPLICABLE TO THIS PROPOSAL
10 (a)	Failure to execute Bid Bond by Bidder and Bonding Company.	Automatic rejection. NOT APPLICABLE TO THIS PROPOSAL
(b)	Corporate seal of the Bidder and Bonding Company, missing.	48 hours to correct. NOT APPLICABLE TO THIS PROPOSAL
11	Documents - Execution	
(a)	Corporate seal or signature missing; signatory's authority to bind the corporation or signature missing.	48 hours to rectify situation.
(b)	Corporate seal and signature missing; signatory's authority to bind the corporation and signature missing.	Automatic rejection.

SCHEDULE "C"**to By-Law 2006-270 as amended, of the City of Greater Sudbury**

Page 2 of 2

	IRREGULARITY	RESPONSE
12	Erasures, Overwriting or Strike-Outs which are not initialed:	
(a)	uninitialled changes to the Tender documents, other than unit prices, which are trivial or not significant;	48 hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent. General Manager in charge of the Bid Solicitation and the City Solicitor.
(b)	unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals are consistent with the price as changed;	48 hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor.
(c)	unit prices in the Schedule of Prices which have been changed but not initialed and the Contract totals are inconsistent with the price as changed;	Automatic rejection.
13	Mathematical errors which are not consistent with unit prices.	48 hours to initial corrections as made by the Supplies and Services Division.
14	Bids, in which all necessary Addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
15	Any other irregularities.	The Agent, General Manager in charge of the Bid Solicitation and the City Solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.



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TERMS OF REFERENCE

TERMS OF REFERENCE

Description of Project

The City of Greater Sudbury (City) seeks proposals from proponents to serve as a partner with the City in implementing an upgrade to its Human Capital Management system. The City has identified the resources it expects will be required in order to accomplish such work which is a combination of internal resources and those provided by the implementation partner. The purpose of this Request for Proposal is to provide proponents with an opportunity to describe how they are uniquely qualified to serve as the implementation partner for the City. The objective is to upgrade from PeopleSoft Human Capital Management (HCM) version 8.9 to PeopleSoft version 9.1 or greater and People Tools version 8.51 from version 8.49 in an effective and expeditious manner in accordance with the scope set out in this RFP.

As part of the upgrade, the City would like to consider any additional efficiencies found in the latest HCM version that would aid in current and or future business processes. Identified efficiencies may occur within the scope of the upgrade project or may be considered to be implemented as a phased approach dependent on available City resources. To help identify such efficiencies, we are requesting a Delta Fit Gap Analysis as a part of this proposal to commence immediately upon the awarding a contract to help further refine the final statement of work. Any outcomes of the Fit Gap which increase the scope of the project would be handled via a Change Order process.

Background

The City has approximately 1,900 full time employees and over 2,000 temporary, contract and part time employees. As well, there are about 6,300 retired or separated employees on the system. The City has been a PeopleSoft Human Capital Management customer since October 2003 and has been operating on version 8.9 since 2005. We use the following major modules: Payroll, Human Resources, Base Benefits, Time & Labour, Commitment Accounting, Partial Position Management and Enterprise Learning. We interface with a number of third-party applications which exchange information with PeopleSoft (OSL, Kronos, MMMS (Municipal Material Management System), Parklane, Royal Bank, PeopleSoft Finance, in-house budget system). We are also currently running PeopleSoft Financials version 8.9 with PeopleTools 8.49.

We have kept current with all patches and release bundles for version 8.9 of HCM and wish to contract with an experienced consultant to assist us in doing an HCM upgrade to version 9.1 or greater.

The current environment for HCM consists of two (2) identical servers, one is dedicated for Production and the other contains Test and Demo instances. Each server has an Oracle database and PeopleSoft installations (web server, application server, process scheduler). Within this environment we have very few customizations to delivered PeopleSoft objects. We have customized three (3) delivered SQR reports and have a large number of additions or bolt-ons which include: 5 applications engines programs, 73 components, 12 component interfaces, 184 Fields, 3 Menus, 75 pages, 75 SQR reports, and 60 records. These items are required to be reviewed for any impacts resulting from the upgrade process. The City will undertake such a review alongside the successful proponent during the Fit Gap Analysis.



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

TERMS OF REFERENCE

Background (cont'd)

The new environment for the upgrade is planned so all servers will be running as Virtual Servers utilizing VMware vSphere 4.1 producing four (4) servers, two (2) database servers (one for production and the other for Demo and test instances) and two (2) PeopleSoft servers (one for production and the other for Demo and test instances) the server configuration will be as follows;

Database Server	PeopleSoft Server
Window Server 2008 (64-bit), 8 GB RAM Oracle 11g	Window Server 2008 (64-bit), 8 GB RAM WebLogic 11gR1 Tuxedo 10gR3 HCM 9.x PeopleTools 8.5x

These new environments are expected to be in place by the beginning of the implementation period in early 2011.

Project Team

This undertaking will be a team effort and as such the City will be providing various levels of resources including a City Project Lead to work alongside the counterpart from the successful proponent. Both leads will work to ensure a proper implementation.

The City will also provide functional staff resources for each of the major modules currently in use as well as required technical resources during the span of this project. However it shall be noted there may be times where these City staff may be required to support the existing HCM production environment and this could have bearing on the project time lines. Efforts will be made to minimize such impacts. The proponent should describe the steps to be taken to minimize this impact.

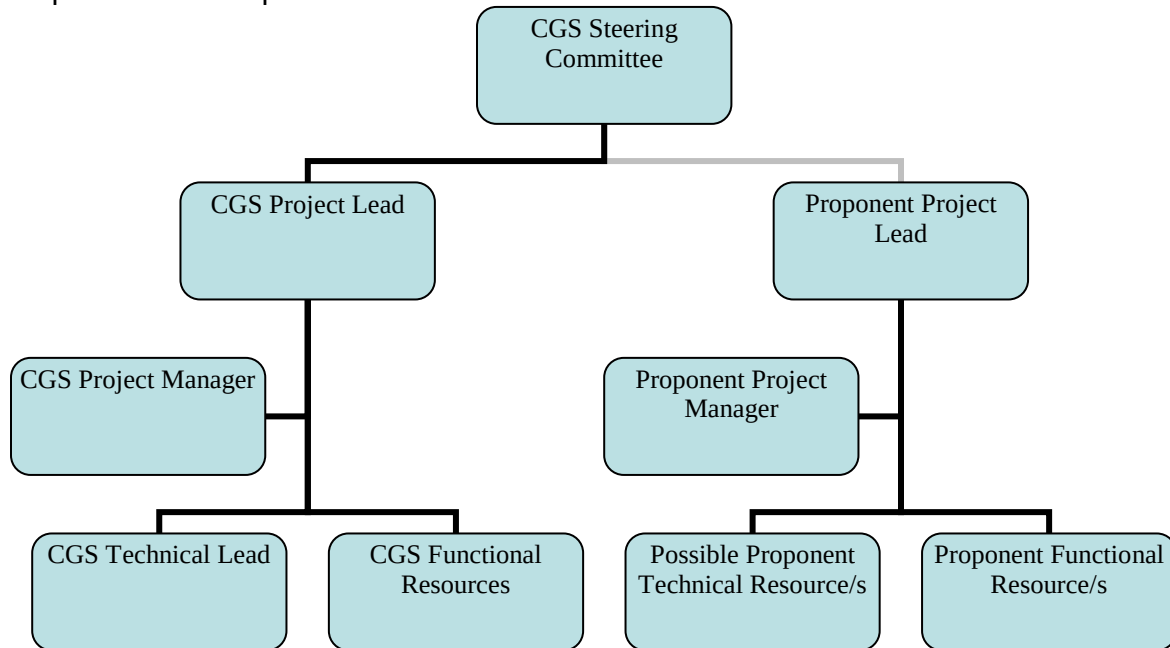
The City intends to lead and conduct the technical upgrade portions of this project with its in-house technical team. However, the proponents may be asked to provide assistance and or guidance upon request based on an hourly rate which must be outlined within the proponent's proposal.

The City will have a Steering Committee (decision making) overseeing the project, as well as a Project Manager to track and coordinate resources in conjunction with a similar role provided by the successful proponent.

The successful proponent is asked to provide its team membership for this project including a Project Lead, Functional Leads and possible Technical Lead where it deems necessary. The City asks that a resume for each team member be provided including a listing of relevant past experience the individual would bring to this project.

TERMS OF REFERENCE

Proposed Leadership Model



Scope of Work

This project is to perform an upgrade from PeopleSoft version 8.9 to PeopleSoft version 9.1 or greater along with an upgrade to the most current PeopleTools version. The expectation is that such work will be completed expeditiously with the involvement of both Functional and Technical City Staff to ensure a sound transfer of knowledge. The underlying goal for this upgrade is to ensure existing functionality will be present under the new HCM version. The successful proponent will lead the project in conjunction with the City's project leaders and is expected to prepare a Project strategy and Project plan. The successful proponent will assist in the configuration and functional testing of the new version. The successful proponent will provide our staff with the tools and knowledge to perform the conversion of our production HCM database.

Further expectations of the proponents are:

- Develop project strategy and detail project plan including testing, reconfiguration and conversion of production database
- Perform a delta fit gap analysis
- Implement upgrade
- Configure system for the delivery of electronic pay advices and T4 documents
- Review retro pay business process
- Assist with report migration
- Assist with resolution of issues and identified problems
- Assist in resolving any issues that may arise when current City developed queries are tested. City resources will define what changes, if any, should be made to existing queries to make them compatible with the new version requirements and changes.
- Document and maintain an issues log in conjunction with City staff.
- Complete the upgrade project in an aggressive attainable schedule. It is essential that the upgrade project be completed as soon as possible
- Provide a 30 day support following Go Live date.



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

TERMS OF REFERENCE

Project Strategy

The successful proponent will prepare a project strategy to identify exactly how this will be accomplished in the most efficient and effective manner.

This will include:

- A review of our current infrastructure
- A review of our current PeopleSoft configuration roadmap for current HCM modules
- Identification of critical business processes,
- Description and identification of new features and functionalities
- End user impact analysis
- Risk analysis
- Recommendations

The successful proponent is expected to suggest configuration changes that will allow the City to use new features and functions of version 9.1 or greater.

Project Plan

The successful proponent will prepare a detailed project plan that will identify exactly what must be done, when and by whom. This level of detail will be presented and maintained using MS projects. You will determine the order that steps are to be implemented. You will also review existing test scripts, modify them as required and create new ones to test new features/functions. The successful proponent is to detail what City resources are expected to implement this project as well as identifying their roles.

Test and Re-configuration

Together with City staff, the upgraded database instance will be tested; results documented and signed off by functional staff. New test scripts for approved configuration changes will follow the same testing and approval process.

Conversion of Production Database

Once we are satisfied that the upgrade has been completely tested, City technical staff will perform the upgrade to the production version of the HCM database using the documentation, scripts and processes that have been provided. The successful proponent will provide support during this process.



**CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

TERMS OF REFERENCE

Section A: Delta Fit Gap Analysis

Delta Fit Gap Analysis shall be conducted as early as possible upon the awarding this RFP. The purpose of the Fit Gap will be to identify:

- a) current functionalities that must be maintained,
- b) opportunities best to be included within scope of the project (upon the City's agreement) and,
- c) future opportunities within the current available version that could be implemented following the upgrade or as Change Orders to the original Scope of Work.

Such an analysis will be prepared and facilitated for each module currently in use. Recommendations should include but not limited to;

- Configuration and setup improvements
- High level review of current business processes and requirements
- An analysis of "Best Practices" business processes and new functionalities available in version 9.x to address business requirements
- identify current functionalities that must be maintained
- Identify opportunities best to include within scope
- Future opportunities that can impact business practices

As part of the Fit Gap, the proponent will review the City's current system and documentation to identify any areas where customizations and additions are no longer needed, or opportunities exist to streamline/re-engineer operations to take advantage of PeopleSoft functionality or improved business process.

During this Fit Gap Analysis, the proponent must provide access to a hosted Demo Environment and will continue such access until the City has completed the development of its own hosting environment (early 2011).

Following the Fit Gap Analysis the successful proponent must view and update the Project Plan as required to accommodate any changes in Scope.

TERMS OF REFERENCE

Section B: Implementation of Upgrade

The successful proponent will assist in configuration and testing of the upgraded release for:

PeopleSoft Feature
Global Core HCM
Benefits Administration Payroll for North America Human Resources Payroll Interface Enterprise Learning Partial Position Management Commitment Accounting
Workforce Management
Time and Labour

There are a number of Interfaces that must also be configured and tested as part of the upgrade:

- To PeopleSoft General Ledger;
- To ParkLane for Employee data
- To and from Kronos for time reporting;
- To and from OSL for time input;
- To and from Legacy MMMS for time reporting and Employee data;
- To and from CGS Custom Budget Solution

The proponent is to ensure key customizations have been reviewed; appropriate configuration is identified and tested, in particular:

- PAYGL02 SQR Report
- PAY003CN SQR Report
- SETENV SQR Library

The City will be responsible for the education and training of staff on the new version of HCM but would greatly benefit from some consulting advice. As such, the successful proponent would be asked to provide experienced functional and training leadership advice for the development and delivery of the user training program: user procedures, training materials, training delivery, communication strategies and tools for the PeopleSoft 9.x upgrade.



**CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

TERMS OF REFERENCE

Additional Subjects to be assessed during the Fit Gap

Electronic Pay Advice and T4 Documents

It is the understanding of the City there is ability in HCM to generate Electronic Pay Advice and T4 document as a part of the Payroll process. Understanding the City has no intention of purchasing and implementing the ePay module, the City wishes to review and understand the methodology and requirements within version 9.x for the generation of electronic pay advices and T4 documents with the hope of developing a means for the electronic distribution of such advices to selected employees.

The successful proponent is asked to review the City's current business processes and configuration to identify any additional requirements as a result of the upgrade to provide the ability to generate and prepare for distribution electronic pay advices and T4 documents in a means that will ensure the correct individuals receive their appropriate document. The method of delivery and or access to the resulting files is yet to be determined and the expertise of the proponent will help to facilitate such a plan.

Retro Pay Business Process Review

Retro Pay processes have been a part of HCM but the City has not been successful in using this functionality as delivered. The City feels it is time to review and investigate more fully this functionality. To do so, the City would like to include a review of its current Business Practices surrounding the Retroactive Pay to develop a means to migrate to the HCM business process. The proponent is being asked to review current practices, identify configurations and or business process changes required to migrate to the PeopleSoft HCM Retro Pay functionality. It is expected the proponent would provide direction and or guidance for an implementation outside of the planned upgrade.

Section C: Report Migration

The City will be responsible for the review of the most common user generated reports for the purpose of minimizing the total number to be transferred/modified/updated during the upgrade process. However, in the event that time and or City resources do not allow for such modifications to occur, the proponent will be asked to provide the resource to assist. The expectation would be the proponent would take direction from the City to develop, modify or update such reports over and above those identified as resulting from the upgrade process. As such, the successful proponent is to outline how this activity would be conducted, what resources would be required and for what additional costs. An hourly rate for this additional requirement should be identified in the proponent's Proposal.



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

TERMS OF REFERENCE

Proposal Submissions

Proposal submissions are to contain the following information:

- Qualifications and experience of the firm indicating similar projects completed elsewhere.
- A curriculum vitae for each of the personnel that will be assigned to the project.
- A list of all project team members by area of responsibility and role in the project.
- The name of the project manager who will act as the designated liaison. The entire Project Team shall be charted in an appropriate graphic format and included as part of the proposal.
- Provide 3 municipal references, including contact names and phone numbers on the form attached.
- The proponent should provide an indication of the requirements on the part of municipal staff time and municipal information to be provided.
- Acknowledgement that the successful proponent will provide access to a Demo Environment until the City has completed its' own.
- A detailed description of the successful proponent's approach to meeting the scope of the work, including a project plan in MS Projects, for carrying out the components of the study identifying key milestones and deliverables. It is necessary that the approach include regular meetings with city staff.
- A detailed cost estimate for each major component, which includes the number of days required to complete each of the tasks by each member of the team. The proposal will include a table showing the hourly rates. The typical work week will consist of 35 hours. The overall costs for professional fees, all expenses and tax (es) are to be submitted on the forms provided. Ensure to include the hourly rates as requested in the RFP for technical and functional support.

Proposals will be reviewed and evaluated based on the following criteria:

- Experience of Firm
- Qualifications of Project Manager and Key Team Members
- Experience with similar projects
- Understanding of the Project
- Approach and Project Management
- Proposed Deliverables
- Work Schedule
- Municipal Staff Requirements
- Costs—both total costs and the appropriate allocation of budget among the different tasks of the project



THE CITY OF GREATER SUDBURY

CONTRACT CPS10-10 REQUEST FOR PROPOSAL FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

FORMS

Certificate of Insurance - Contractors

This is to certify that the insured, named below is insured as described below.

Name of Insured				Telephone Number (Area Code)						
Insured's Address			City			Postal Code				
Contract Title and Number To Which This Certificate Applies										
Full Description of Work										
LIABILITY	INSURER'S NAME	POLICY NUMBER	POLICY PERIOD				LIABILITY LIMITS (Bodily Injury & Property Damage-Inclusive)	DEDUCTIBLE		
			From 12:01 am	To 12:01 am	yr	mo	day	yr	mo	day
Commercial General Liability										
Umbrella/Excess ☐ Follow Form Auto ☐ Follow Form Liability										
Commercial General Liability	Includes: Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including Completed Operations), Contractual Liability, Non-Owned Auto Liability, Operations Performed by Sub-Contractors, Employees As Additional Insureds, Products-Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.									
CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY:										
☐ CCDC Compliance			☐ Total Pollution Exclusion			☐ Standard Pollution Exclusion			☐ Limited Pollution Coverage (120 Hour)	
☐ Hot Process Roofing Exclusion / Restriction			☐ Off-Premise Welding Exclusion			☐ Off-Premise Welding Limit \$				
CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY: (When NOT Performed By Sub-Contractors)										
☐ Underpinning Coverage			☐ Pile Driving Coverage			☐ Demolition Coverage			☐ Blasting Coverage	
									☐ Collapse	
The CITY OF GREATER SUDBURY has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured.										

OTHER POLICIES	INSURER'S NAME	POLICY NUMBER	POLICY PERIOD				LIMITS OF COVERAGE			
			From 12:01 am	To 12:01 am	yr	mo	day	yr	mo	day
Motor Vehicle Liability "All vehicles owned or operated by the insured"										
Builder's Risk										
Environmental Impairment Liability										
Asbestos Abatement										
Mold Remediation										
Professional Liability										
Watercraft										
Other										

This certifies that the policies of insurance described above have been issued by the undersigned to the Insured named above and are in force at this time. If cancelled or materially changed in any manner that would affect the CITY OF GREATER SUDBURY as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to:

**CITY OF GREATER SUDBURY, ATTENTION: RISK MANAGEMENT / INSURANCE OFFICER
200 BRADY STREET, P.O. BOX 5000, STATION A, SUDBURY, ON, P3A 5P3 FAX: (705) 673-0344**

This certificate is executed and issued to the aforesaid City of Greater Sudbury, the day and date herein written below.

Name and Address of Insurance Company or Broker (completing form)			Telephone Number with Area Code			Fax Number with area code		
Name of Authorized Representative or Official (Please Print)			Signature of Authorized Representative or Official			Date (Year, Month, Day)		

/ June 2004

Reset Entire Form!



**CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

DECLARATION OF ACCESSIBILITY COMPLIANCE

COMPANY NAME:	
PRINT NAME:	
TITLE:	DATED:

I/ we acknowledge that as a Contractor/Consultant of the City of Greater Sudbury we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature

Dated

"Return with your Request for Proposal Documents"



**CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL
MANAGEMENT**

REFERENCE FORM

A minimum of three (3) municipal references must be included on the following:

1) Company Name: _____

Address: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date of Project: _____ Cost: _____

1) Company Name: _____

Address: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date of Project: _____ Cost: _____

1) Company Name: _____

Address: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date of Project: _____ Cost: _____

Company Name: _____

Signature: _____

"I have the authority to bind the Company/Corporation/Partnership."



CONTRACT CPS10-10, RFP FOR PEOPLESFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

EXPERIENCE & QUALIFICATION FORM

Please list experience and qualifications of all team members who will be involved with this project or submit Curriculum Vitae's for each member who will be involved in this project:

1. Project Lead Name:	Indicate Qualifications & Experience in the space provided below
Name: Position:	
2. Other Staff Person Name & Position:	Indicate Qualifications & Experience in the space provided below
Name: Position:	
3. Other Staff Person Name & Position:	Indicate Qualifications & Experience in the space provided below
Name: Position:	

COMPANY NAME:_____

SIGNATURE:_____
"I have the authority to bind the Corporation/Company/Partnership"



CONTRACT CPS10-10, RFP FOR PEOPLESOFT 9.1 UPGRADE FOR HUMAN CAPITAL MANAGEMENT

PROPOSAL BID FORM

Description

COST

**Cost for PeopleSoft 9.1 Upgrade
for Human Capital Management
(as per Terms of Reference)**

\$ _____

HST 13% \$ _____

GRAND TOTAL \$ _____

Hourly Rate – Technical: _____ / per hour

Hourly Rate – Functional: _____ / per hour

ADDENDUM ACKNOWLEDGEMENT SECTION

Addendum Acknowledgment Section: See Item 14 of Schedule 'C' of Purchasing By-Law 2006-270 as amended (attached). Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the Proponent agrees to complete the work in accordance with the Proposal Specifications, and the following Addenda:

Addendum No. ____, dated ____, 2010. Addendum No. ____, dated ____, 2010.

Addendum No. ____, dated ____, 2010. Addendum No. ____, dated ____, 2010.

I have read, acknowledge and understand all terms, conditions and requirements contained in this Proposal:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX #:** _____ **E-MAIL:** _____

NAME AND POSITION OF PERSON SIGNING: _____
(Please Print)

SIGNATURE: _____ **DATE:** _____
"I have the authority to bind the Corporation/Company/Partnership"

Please ensure that an original signature is provided with the original Tender/Proposal document. A photocopy of the signature will not be accepted on the document marked as the Original. Failure to provide original signatures on the document marked original will result in the rejection of your Tender/Proposal

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED



**REQUEST FOR PROPOSAL
TO BE RETURNED TO:**

**THE CITY OF GREATER SUDBURY
C/O SUPPLIES AND SERVICES
200 BRADY STREET,
2nd FLOOR, TOM DAVIES SQUARE
BOX 5000, STN. A
SUDBURY, ON P3A 5P3**

**CONTRACT CPS10-10
REQUEST FOR PROPOSAL FOR PEOPLESFT 9.1
UPGRADE FOR HUMAN CAPITAL MANAGEMENT**

Proponent's Name: _____

Address: _____

For City Use Only:
Date and Time Received:

NOTE: This address label/sheet must be affixed to the front of your sealed Tender/Proposal envelope or package submission. The Supplies & Services section will not be held responsible for envelopes or packages that are not labeled.