

City of Round Rock
REQUEST FOR PROPOSALS
PEOPLESOFT UPGRADE SERVICES

PART I
GENERAL INFORMATION

1. PURPOSE:

The City of Round Rock requests proposals from qualified firms to assist the City in the upgrade of PeopleSoft Financials 8.4 to release 9.0. As a result of this solicitation, the selected Vendor shall also provide project management under the guidance of the City. The targeted Go-Live date for **Phase I** of the upgrade is **September 8, 2010**.

2. BACKGROUND:

The City initially installed PeopleSoft 6.0 in 1998, upgrading to release 7.5 in 2000. A second upgrade to release 8.4 was performed in 2003 to provide the current positioning for the City. City staff has acquired multiple levels of experience and proficiency with the PeopleSoft Financial modules identified in Scope of Work. **Attachment B** to this specification provides a detailed summary of present experience levels in resource areas affected by the planned upgrade.

3. DEFINITIONS: The following definitions will be used for identified terms throughout the specification and proposal document:

- 3.1. Agreement – a mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
- 3.2. City – identifies the City of Round Rock, Travis and Williamson Counties, Texas.
- 3.3. Deliverables - the goods, products, materials, and/or services to be provided to the City by Proposer if awarded the agreement.
- 3.4. Goods - represent materials, supplies, commodities and equipment.
- 3.5. Proposal - complete, properly signed response to a Solicitation that if accepted, would bind the Proposer to perform the resulting agreement.
- 3.6. Proposer - identifies persons and entities that submit a proposal.
- 3.7. Purchase Order - an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes an agreement. The Purchase Order is the Proposer's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
- 3.8. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- 3.9. Subcontractor - any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from an agreement with the City.
- 3.10. Vendor (sometimes referred to as Contractor) - a person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.

4. **CONFLICT OF INTEREST**

- 4.1. Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Round Rock
City Secretary
221 East Main Street
Round Rock, Texas 78664-5299**

- 4.2. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

5. **CITY CONTACT:** All responses for Request for Proposals (RFP), as well as any questions, clarifications or requests for general information are to be directed to:

**Randy Barker
Purchasing Supervisor
221 East Main Street
Round Rock, TX 78664-5299
Telephone (512) 218-3295
Fax (512) 218-7028
rbarker@round-rock.tx.us**

- 5.1. The individual above may be contacted for clarification of the specifications of this Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the City. Under no circumstances will private meetings be scheduled between Proposer and City staff.

6. **EX PARTE COMMUNICATION:**

- 6.1. Please note that to insure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. **PROPOSAL SCHEDULE:**

- 7.1. It is the City's intention to comply with the following proposal timeline:

7.1.1.	Request for Proposals released	November 7, 2009
7.1.2.	Pre-Proposal Conference Call	November 18, 2009
7.1.3.	Deadline for questions	December 2, 2009
7.1.4.	City response to all questions/addendums	December 9, 2009
7.1.5.	Responses to RFP due by 3:00 p.m.	December 15, 2009

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposer.

- 7.2. All questions regarding the RFP shall be submitted in writing (either electronically, fax, or regular mail) by **5:00 pm** on **December 2, 2009** to above named City Contact. All interested firms will be provided with a copy of the questions submitted and the City's response. Questions shall be submitted to the contact named above.

8. **PRE-PROPOSAL CONFERENCE CALL:**

- 8.1 The City will conduct a Pre-Proposal Conference Call for all interested Proposers to familiarize them with the requested services and to give all potential Proposers an opportunity to ask questions they may have concerning this service. Agenda, instructions and contact information will be released by the City to all known interested firms via email on Friday, November 13, 2009 and posted on the City website www.roundrocktexas.gov/bids by 5:00 p.m.

Date: **Wednesday, November 18, 2009**
Time: **2:00 – 3:00 p.m., CDT**

9. **PROPOSAL DUE DATE:**

- 9.1. Sealed proposals are due no later than **3:00 p.m., December 15, 2009** to the office of the Purchasing Department. Mail or carry sealed proposals to:

**City of Round Rock
Attn: Randy Barker
221 East Main Street
Round Rock, Texas 78664-5299**

- 9.2. Proposals received after this time and date will not be considered.
- 9.3. Sealed proposals shall be clearly marked **“DO NOT OPEN – RFP 10-003 PeopleSoft Upgrade Services”**.
- 9.4. Facsimile or electronically transmitted proposals are **not acceptable**.
- 9.5. Each proposal and each proposal variation shall be submitted in one (1) original and three (3) copies.

10. **PROPOSAL SUBMISSION REQUIREMENTS:** Interested and qualified firms or teams shall:

- 10.1. Submit one (1) original and three (3) copies of materials that demonstrate their experience in performing projects of this scale and complexity.
- 10.1.1. Additionally, the City requests inclusion of an electronic copy of the proposal in PDF format identical to original submittal. Electronic copy is preferred in CD/DVD media.
- 10.2. Documentation shall include:
- 10.2.1. Identification of the firm/team responding to the RFP to include a brief summary of team member experiences.
- 10.2.2. A summary demonstrating the firm's/team's qualifications to satisfy all the technical areas identified in the specification.
- 10.2.3. A representative list of projects of a scale and complexity similar to the project being considered by the City. The list should include the project location, client, services provided by your firm for the project, term of sponsorship and an owner contact name.
- 10.2.4. Project timeline outlining the steps the firm would take in the implementation of the project.
- 10.3. Provide references: Provide the name, address, telephone number and point of contact of at least three clients that have utilized the same or similar product and services within the last 3 years. References may be checked prior to award. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- 10.4. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

11. PROPOSER PROFILE

- 11.1.** Provide the following information about your firm:
- 11.1.1.** Firm name and business address, including telephone number.
 - 11.1.2.** Year established (include former firm names and year established, if applicable).
 - 11.1.3.** The number of projects your firm has dealt with involving Oracle Government Financials. Proposer shall have Oracle Government Financials experience and the team members shall have worked on at minimum one project in the past directly related to Oracle Government Financials. Proposer shall identify which team members have worked on which project.
 - 11.1.4.** Office locations (relative to this project).
 - 11.1.5.** Number of current contracts and contract amounts.
 - 11.1.6.** Current limits of professional liability insurance.

12. STAFFING:

12.1. Project Organization

- 12.1.1.** Vendor shall describe project organization for planning, implementation, and post-implementation operations.
- 12.1.2.** Vendor shall include organizational structure resources available, including number of staff and locations.

12.2. Key Personnel

- 12.2.1.** Project manager's name, mailing address, email address, telephone number, and resume. The project manager shall have the responsibility and authority to act on behalf of the firm in matters relating to the proposed project.
- 12.2.2.** Proposer shall include the names and resumes for all key personnel who will be involved in this project. Each member of the project team shall be described in terms of position in the firm and on the project team, relevant projects the person has worked on in the past and their particular responsibilities for this project, along with their resumes. Identify the project manager responsible for this project.

12.3. Change of Project Personnel

- 12.3.1.** Any change of assignment or responsibility for employees identified as key personnel in this project are subject to prior notification and approval by the City.

13. TECHNICAL PROPOSAL:

- 13.1.** The technical proposal shall describe the proposed implementation plan including a time schedule and approach for accomplishing the scope of work identified in this RFP. Along with the Technical Proposal, the Proposer shall also submit a Project Management Plan.
- 13.2.** Proposal shall include expected commitment of City resources necessary to meet requirements of Scope of Work.

14. COST PROPOSAL:

- 14.1.** The cost proposal shall be identified in summary page(s) or section of the proposal for clear identification.
- 14.2.** The cost proposal shall include an official offer to undertake the proposed work at the quoted price and a detailed explanation of the quoted price which shall include a cost break down by each module or deliverable.
- 14.3.** The cost shall include an estimate of the number of hours to be spent by the Proposer on the project, an estimate of miscellaneous expenses such as telephone costs and travel expenses, and a proposed project schedule.
- 14.4.** The official offer shall include a commitment to perform all financial responsibilities relative to the performance of the proposed contract including submitting all invoices and accounting for all funds.

15. **ASSURANCES, ERRORS, AND OMISSIONS:**

- 15.1. A brief statement providing assurances that the Proposer shall be cognizant of, comply with and enforce all applicable Federal, State and Local statutes and ordinances and a description of the proponent's methodology for handling errors and omissions in the project management and implementation as part of this project.

16. **CONFIDENTIALITY OF PROPOSAL CONTENT:**

- 16.1. All proposals submitted in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.
- 16.2. If a Proposer believes that a proposal or parts of a proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

17. **CLARIFICATION OF PROPOSALS:**

- 17.1. The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.

18. **EVALUATION CRITERIA:** All proposals received shall be evaluated based on the best value for the City by considering all or part of the criteria listed below, as well as any relevant criteria specifically listed in the solicitation:

- 18.1. Price;
- 18.2. Long-term cost to the City to acquire Proposer's goods and services;
- 18.3. The extent to which the goods or services meet the City's needs;
- 18.4. Completeness, technical competence and clarity of the proposal;
- 18.5. Project process and outline;
- 18.6. Compliance with requested form and information;
- 18.7. Reputation of the Proposer and the Proposer's services;
- 18.8. Technical expertise;
- 18.9. Client list/sponsor reference and experience;
- 18.10. Proposer's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.

19. **EVALUATION PROCESS:**

- 19.1. A committee comprised of City Staff and others as appropriate will review the responses to the RFP and may develop a short list of firms/teams.
- 19.2. Interviews and/or demonstrations may be conducted with any responding firms/teams to discuss their qualifications, resources, and availability to provide the services requested.
- 19.2.1. Upon completion of the evaluation, the selection committee may recommend a firm/team for the project identified.
- 19.2.2. An agreement with the recommended firm/team for the project will then be negotiated. This process will be completed with the City Council's authorization to the Mayor for the execution of the agreement or the execution of the agreement by the City Manager.

- 19.3. The City will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received, and to revise the process and/or schedule as circumstances require.

PART II

GENERAL TERMS AND CONDITIONS

1. AGREEMENT:

- 1.1. The term of the Agreement resulting from the solicitation shall be until full and satisfactory completion of the work specified herein is achieved.
- 1.2. The Agreement shall remain in full force and effect unless and until it expires by operation of the term negotiated between the City and Vendor during the contractual process or until terminated or extended as provided.
- 1.3. The City Manager reserves the right to:
 - 1.3.1. Review the following at the end of each twelve-month review period or renewal:
 - 1.3.1.1. Vendor performance;
 - 1.3.1.2. Price;
 - 1.3.1.3. Continuing need;
 - 1.3.1.4. Advancements in technologies and/or service;
 - 1.3.1.5. Funding as appropriated by governing body.
 - 1.3.2. The City may terminate the Agreement with or without cause or may continue through the next twelve-month review or renewal period.
 - 1.3.3. Proposer shall include expected Agreement term relative to cost elements in proposal.

2. **PRICE:** The agreement price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either proposal or invoice purposes, which shall include equipment rental, demurrage, costs associated with obtaining permits or any other extraneous charges.

- 2.1. Proposal pricing shall reflect individual cost elements specific to each phase of the identified project as outlined.

3. **INTERLOCAL COOPERATIVE CONTRACTING:** Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

4. **INDEMNIFICATION:** The successful Proposer shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Proposer, its officers, agents, servants, and employees; provided, however, that the successful Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

5. **INSURANCE:** The successful Proposer shall meet or exceed ALL insurance requirements set forth by the City as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

6. **VENUE:** The agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the applicable court, Williamson County, Texas.

7. **DISCLOSURE OF LITIGATION:**

- 7.1. Each Proposer shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty.

8. **RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION:**

- 8.1. The City shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the City, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.
- 8.2. The Awarded Proposer agrees to execute any non-exclusive copyright assignments or reproduction authorizations that may be necessary for the City to utilize the rights granted in this subparagraph.

9. **INDEPENDENT CONTRACTOR:**

- 9.1. It is understood and agreed that the Contractor shall not be considered an employee of the City.
- 9.2. The Contractor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

PART III
SPECIFICATIONS

1. **SCOPE OF WORK:**

- 1.1. The City intends to upgrade the current PeopleSoft Financial System 8.4 to release 9.0. **Phase I** will include upgrade of core functionality and implementation of the eProcurement module with an expected Go-Live date of **September 8, 2010**.
- 1.1.1. The City recognizes the anticipated release of PeopleSoft 9.1 during the first quarter of calendar year 2010. The City reserves the right to entertain and pursue options upon release of PeopleSoft 9.1 to shift implementation of upgrade into **Phase I**, creating a direct upgrade from 8.4 into release 9.1. Such action will be determined through consultation and recommendation of selected Vendor in relation to impact on projected timeline.
- 1.1.2. For purposes of response to this solicitation, Proposers shall assume **Phase I** upgrade will be from current 8.4 to release 9.0.
- 1.2. The City is considering a future upgrade that may include implementation of additional modules per **Phase II Upgrade** as identified below.
- 1.3. The scope of work includes time for Proposer to conduct fit gap analysis and present recommendations to incorporate additional functionality for both **Phase I** and **Phase II** upgrades.
- 1.4. The proposed scope of the upgrade project includes:
- 1.4.1. Project planning and management;
- 1.4.2. Incorporating any required module customizations;
- 1.4.3. Providing report development and customizations;
- 1.4.4. Providing Unit Testing before delivery;
- 1.4.5. Providing knowledge transfer to the City's functional and technical Subject Matter Experts (SMEs);
- 1.4.6. Providing post-implementation support;

- 1.4.7. Assisting the City in archiving data prior to upgrade in order to reduce the size of the database and amount of data to be converted; and
- 1.4.8. Assisting the City in converting existing data from 8.4 to release 9.0.
- 1.5. The City recognizes that multiple options exist to meeting the project scope. Possible solutions include but are not limited to:
 - 1.5.1. City hosts hardware and software;
 - 1.5.2. Vendor hosts hardware and software.
- 1.6. Proposers are encouraged to provide alternatives and options in their proposals that may create operational efficiencies, cost savings, or service improvements for the City.
 - 1.6.1. All alternatives and options may be considered;
 - 1.6.2. Alternative pricing shall also be included.

2. **PHASE I UPGRADE:**

- 2.1. **Phase I** is intended as a technical upgrade of core functionality from current 8.4 to release 9.0 and the addition of the PeopleSoft eProcurement module.
 - 2.1.1. As noted in Scope of Work, 1.1.1; the City may consider a direct upgrade to release 9.1 pending timing of PeopleSoft release in calendar year 2010.
- 2.2. Current core modules in 8.4 are:
 - 2.2.1. Accounts Payable (AP)
 - 2.2.2. Asset Management (AM)
 - 2.2.3. General Ledger (GL)
 - 2.2.4. Purchasing (PO)

3. **PHASE II UPGRADE:**

- 3.1. **Phase II** is intended to include an upgrade from release 9.0 to release 9.1 and may include one or more of the following modules:
 - 3.1.1. Accounts Receivable
 - 3.1.2. Billing
 - 3.1.3. Cash Management
 - 3.1.4. Contracts
 - 3.1.5. Enterprise Portal (PeopleSoft)
 - 3.1.6. Expenses
 - 3.1.7. Hyperion
 - 3.1.8. Oracle User Productivity Kit
 - 3.1.9. Project Costing
 - 3.1.10. Strategic Sourcing
 - 3.1.11. Supplier Contract Management
- 3.2. Selected Vendor shall suggest a sequence of module implementations based on experience and City core requirements.

4. **OPERATING ENVIRONMENT:**

4.1. **Current Environment**

4.1.1. PeopleSoft Financial Supply Chain Management (FSCM) 8.4

4.1.2. **Database Server**

4.1.2.1. Dell PE2850 with 2 dual core 3.6 GHz processors, 4 GB of Random Access Memory (RAM), and local storage

4.1.2.2. Operating System: Microsoft Windows Server 2003 Standard Edition Service Pack (SP)1

4.1.2.3. Database: Oracle 9i (9.2.0.8)

4.1.3. **Application Server, Process Scheduler and Web Server**

4.1.3.1. Dell PE2650 with 2 dual core 2.6GHz processors, 2 GB of RAM, and local storage

4.1.3.2. Operating System: Microsoft Windows Server 2003 Standard Edition SP1

4.1.3.3. PeopleTools 8.48.17

4.2. **Future Environment**

4.2.1. PeopleSoft FSCM 9.0

4.2.2. **Platform:** VMWare Clustered Host with High Availability (HA) and Dynamic Resource Scheduling (DRS). Each host has 2 quad core processors and 32 GB of Memory, 6 Network Interface Connectors (NICs) and a Host Bus Adapter (HBA) connection to a Compellent Storage Array Network (SAN).

4.2.3. **Virtual Machines (VMs):** a VM shall be created for each required application i.e. Database, Application Server, Web Server, Process Scheduler and Reverse Proxy Server. The Application Server and Database Server shall be set up to always run on the same host.

4.2.3.1. VMs can be configured with 2 or 4 processors and 2 to 4 GB RAM (more can be allocated if needed), 40GB thin provisioned virtual drive for the operating system and Raw Device Mapped Drives on the SAN for additional Storage. All VMs shall be contained in a VMware File System (VMFS) datastore on the SAN.

4.2.3.2. Guest Operating System: Microsoft Windows Server 2008 Standard Edition

4.2.3.3. Database: Oracle 10g (10.2.0.3)

4.2.3.4. PeopleTools: 8.5

5. **PROJECT MANAGEMENT:**

5.1. The selected Vendor shall provide a project manager for the duration of the project. The duties of the project manager include general administrative duties associated with the Project Management Body of Knowledge (PMBOK) methodology. The project manager shall work closely with the City Finance and Information Technology Department to develop a project charter, project plan, statement of work, detailed work breakdown structure, task durations and dependencies matrix and risk management plan.

5.1.1. **Project reports:** Prepare and submit weekly progress reports to the City. Progress reports shall briefly summarize progress of work tasks, key decisions which require input from or discussion with the City staff, project adherence to schedule, and a list of problems or unresolved issues. Vendor staff shall maintain an issues list, identifying the issue, date it was known as an issue, person responsible for solution, date solution required, and date solution implemented.

5.1.2. **Meetings and presentations:** Participate in meetings with City staff including an initial meeting, monthly progress meetings (at a minimum), and follow up meetings as required.

5.1.3. **Utilization of all features of the system:** Vendor shall recommend Best Practices in utilization of system features as well as ways to streamline any process using the software. Based upon recommendations, the City will decide whether to proceed with the recommendations. Project Manager shall include recommended changes into the project scope.

6. **PLANNING AND FIT/GAP ACTIVITIES:**

6.1. **Project Planning and Organization**

- 6.1.1. During each phase of the project, selected Vendor shall work with City personnel to establish a framework to ensure success. The following activities shall be performed:
 - 6.1.1.1. Provide a Project Implementation Plan showing key milestones that support a critical Go-Live date.
 - 6.1.1.2. Complete and refine the project management materials, including the project implementation plan, staffing plan, and other transition plans.
 - 6.1.1.3. Clarify basic project structure, to include expected roles and responsibilities for both the Vendor and the City.
 - 6.1.1.4. Conduct kickoff meeting to brief team members on their expected roles. Vendor shall provide City staff with a detailed project schedule prior to conclusion of the second week of Planning Phase that indicates required levels of participation to facilitate involvement of key resources.
 - 6.1.1.5. Meet with the City's Project Team and/or other management stakeholders to brief them on the project objectives and strategy.
 - 6.1.1.6. Confirm all technical assumptions and determine the key technical architecture prior to reviewing functional requirements.

6.2. **Functional Review**

- 6.2.1. A functional review shall take place during **Phase I**, parallel to other activities. The functional review shall begin immediately after the project implementation plan is in place. Vendor shall provide clear direction and identification of functional differences between 8.4 and release 9.0.
- 6.2.2. During the functional review, Vendor shall lead the project team in the following activities:
 - 6.2.2.1. Introduce and assess new version features and functionality;
 - 6.2.2.2. Confirm the City's custom modifications for evaluation in detail in comparison with the new functionality;
 - 6.2.2.3. Review and recommend new functionality and customizations that may enhance Best Practices, to include report development;
 - 6.2.2.4. Identify potential functionality gaps; and
 - 6.2.2.5. Review and recommend Best Practices for connectivity via the PeopleSoft Portal to PeopleSoft Financials via intranet and internet connectivity.

6.3. **Modification Analysis**

- 6.3.1. Vendor shall lead the project team in running scenarios of business transactions on the new system. From this activity, the Vendor team shall document any new "to be" processes, and make note of any additional functionality gaps that emerge. The Vendor team shall then conduct another review of the identified gaps, and the City will determine if existing customizations are still critical to the operation of the system. Any gaps remaining after re-engineering, workarounds or elimination of unnecessary customized features shall be addressed by system modification.
- 6.3.2. Vendor's functional analyst shall analyze each gap and prepare a design document for the modification in consultation with the implementation team and the technical analyst. The design document defines the approach for changing the system to satisfy the underlying requirement, and includes an estimate for hours required to make this modification. The City will expedite the review of these designs.

6.4. **Knowledge Transfer and Change Management**

- 6.4.1. Vendor shall assist the City in adapting to the cultural, procedural, and technology changes introduced by release 9.0 by beginning knowledge transfer from start date. The Change Management Plan is a **Phase I** deliverable that includes the following information:
 - 6.4.1.1. List of individuals affected by change (stakeholders);

- 6.4.1.2. List of changes these individuals will undergo to support new processes, and any gaps they have in undertaking the PeopleSoft transformation; and
- 6.4.1.3. A plan to target how to fill gaps, through knowledge transfer, training, communications, sponsorship, etc.

7. **TESTING:**

- 7.1. During this phase, the business process scenarios developed in the functional review are used again for comprehensive system testing. The Vendor's functional analyst shall coordinate the testing process with the City, but the entire project team will be involved in this activity.
- 7.2. The Vendor, with City assistance, shall develop test scripts based on best practices and functionality requirements of the City. A set of the test scripts shall become the property of the City. Detailed testing results shall be reported to the City.
- 7.3. When system testing is complete and the results verified, Vendor shall initiate the final round of acceptance testing prior to moving over to production. The endpoint of this final round of testing is acceptance of the system by the City. When this has been accomplished, Vendor shall begin the final upgrade to the Production Environment. This move shall be conducted in conjunction with the City user activities to minimize disruption.

8. **TRANSITION/DEPLOYMENT ACTIVITIES:**

- 8.1. During this period, prior to deployment, Vendor trainers shall hold sessions with the City end users to acquaint them with the differences between 8.4 and release 9.0. All initial end user training shall be complete before the system is moved to production.
- 8.2. **Training Development**
 - 8.2.1. While the technical team is completing the upgrade, Vendor shall outline the differences between 8.4 and release 9.0 and customize associated training material templates.
- 8.3. **Post-Implementation Activities**
 - 8.3.1. To assist the City in any issues that may arise after the cutover to the new system, selected Vendor shall provide on-site support as needed from the same Vendor staff members who worked on the implementation. This staff will be directed and managed by the City, and can be used for help desk support, issue investigation and resolution, and planning for additional system functionality or features.

9. **TRAINING:**

- 9.1. The selected Vendor shall provide training as follows:
 - 9.1.1. Vendor shall train City employees who use the software in the differences between 8.4 and 9.0:
 - 9.1.1.1. All users in Finance shall require training. As of November 1, 2009, there are 30 users in Finance.
 - 9.1.1.2. There are 7 users in Information Technology as of November 1, 2009, who shall require training in all functions of the software.
 - 9.1.1.3. Other City employees shall require training in GL Inquiry, PO Receiving, and PO Requester.
 - 9.1.2. Vendor shall provide all PeopleSoft application training for City personnel.
 - 9.1.3. **Database changes:** Vendor shall train City staff in the aspects of the Oracle database that have changed so that City staff can properly maintain the database in applying patches, updates, or anything required of Oracle.
 - 9.1.4. **Back-up and recover features in Oracle:** Vendor shall train City staff in back up and recovery features of the software and the database.
 - 9.1.5. **Training documentation:** Vendor shall develop and provide training documents based on best practice processes identified during implementation.

10. **PROJECT ASSUMPTIONS:**

10.1. The following assumptions apply to the scope, execution, and deliverables for this project:

- 10.1.1. The City will share project management responsibilities with Vendor and jointly manage the tasks according to the detailed project implementation plans. The City will assign one full time employee to function as project manager. Vendor and the City will work together to achieve the objectives of this project, to include but not limited to:
 - 10.1.1.1. Make key decisions regarding the overall direction of the project, including but not limited to decisions concerning system design; controls and system procedures to be implemented; project scope and timetable;
 - 10.1.1.2. Provide guidance and ongoing support to the teams;
 - 10.1.1.3. Participate in regular project leadership and team meetings;
 - 10.1.1.4. Assess and manage project risk;
 - 10.1.1.5. Resolve escalated issues;
 - 10.1.1.6. Assess the impact of proposed changes in scope and make final decision on change requests; and
 - 10.1.1.7. Facilitate availability of proper resources to achieve implementation capabilities.
- 10.1.2. **Management involvement:** Managers for the departments affected by these upgrades will be actively involved in the project. They will participate in all significant decisions affecting their respective area, and, where appropriate, provide resources to complete specific tasks that have been assigned to their department.
- 10.1.3. **Resource commitment:** The City will have fulltime and part-time resources (the City team leads, super users, network administrators, and business users) available as required. Team leads/super users are experienced City resources that will drive this implementation process and guide the efforts of subordinate team members. In order to support the new systems after implementation, the City will allocate team leads/super users that will participate throughout the initiative. Refer to the City Staffing Matrix (**Attachment B**) for a description of the experience levels currently present from the City team leads/super users.
- 10.1.4. **Hardware/software installation:** Vendor (with assistance from the City) shall be responsible for software installation and configuration. The City (with assistance from the Vendor) will be responsible for detailed hardware tasks and determining technical and hardware direction and requirements related to PeopleSoft. This includes set-up of any new hardware, connectivity to the user desktops, cabling and configuration of user workstations.
- 10.1.5. **Help Desk:** The City will provide a central point-of-contact responsible for all Help Desk issues during the testing and post go-live support phase of the project in order to centrally control issues. Vendor shall utilize the City's internal Help Desk.
- 10.1.6. **Data protection:**
 - 10.1.6.1. Proposer acknowledges that the City and/or its affiliates:
 - 10.1.6.1.1. Are the controller(s) of any City, affiliate, or third party data or databases accessed and/or processed by Vendor in the course of performing the Services, including, but not limited to, data relating to individuals (the "Data"); and
 - 10.1.6.1.2. Will be solely responsible to third parties for such Data, including, but not limited to, the individuals to whom the Data relate and City and affiliate personnel.
 - 10.1.6.2. The City represents and warrants to Proposer that all Data processing and transfers between the City, its affiliates and selected Vendor will be conducted in full compliance with any laws or regulations applicable to the protection of data.
 - 10.1.6.3. It is further acknowledged that the City and its affiliates are solely responsible for providing Vendor with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions Vendor

shall rely exclusively when accessing and processing Data in performing the Services.

- 10.1.6.4.** In addition, the City shall be solely responsible for determining the existence of, and complying with, any laws or regulations applicable to the protection of data as they may apply to Vendor deliverables.
- 10.1.7. Process redesign:** The project utilizes industry best practices for process redesign. In essence, much of what is currently best practice will become the base specification for the new financial systems. It is assumed that any major redesign of finance operations will occur in potential future projects.
- 10.1.8. Issue resolution:** Timely resolution of project issues shall be a critical success factor given the project timeframe. Selected Vendor and the City will work together to identify, document and resolve any potential functional, technical or other project related issues. The City will make final decisions regarding outstanding project issues in no more than five business days.
- 10.1.9. Material business changes:** No City acquisitions, mergers or reorganizations will occur during the project other than what is discussed with the project planning team. The City does not foresee changes in their core business, significant deviation from current markets serviced, production or distribution patterns that may impact the validity or appropriateness of the project estimates.
- 10.1.10. Access to management and staff:** The project team will have timely access to all appropriate City management and staff personnel (both functional and technical) on an as-needed basis.
- 10.1.11. Suitability and usability of system:** The City has sufficiently evaluated the functionality of PeopleSoft and is satisfied that it meets the City's key business requirements.
- 10.1.12. User training:** The City will provide baseline computer training (e.g., Windows, Excel, etc.) prior to the rollout of PeopleSoft upgrade to all employees who will utilize the system and who lack proficiency in these areas. Vendor is not responsible for delivery of such training.
- 10.1.13. Vendor support:** Vendor shall follow City procedures for dealing with PeopleSoft related issues. Vendor will be provided access to Oracle support in order to follow-up and manage vendor software issues.
- 10.1.14. Custom interfaces.** The City currently utilizes several import interfaces as noted below:
 - 10.1.14.1.** The "External Flat File" function is used to interface with Incode for Utility Billing and Municipal Court accounts receivables as well as Highline for Payroll functionality. These interfaces create journals which are posted to the General Ledger.
 - 10.1.14.2.** The "Spreadsheet Import" function is used to interface Procurement Card journal to the General Ledger.
- 10.1.15. Software Warranty:** Vendor shall not warranty software products or their functionality. Software selection was based on City's independent evaluation of the software's ability to meet the City's business requirements.
- 10.1.16. Hardware acquisition and installation:** There will be no delays in the availability of hardware and software necessary to perform installation and upgrade.
- 10.1.17. Access to facilities:** Vendor project personnel will have reasonable access to City facilities during both normal business hours and outside normal business hours, as the project requires.
- 10.1.18. Change request process:** Any scope changes shall be documented through a change order process and signed by both Vendor and City. Additional work shall not be performed in advance without authorization from the City.
- 10.1.19. PeopleSoft reports and reporting library:** Vendor shall update and modify all existing reports and queries.
- 10.1.20. Maintenance Packs, Bundles and Patches:** The upgrade includes the installation of all maintenance packs and required bundles and patches to meet both the business needs and PeopleSoft support for the City.
- 10.1.21. Production Support:** Proposer shall provide production support following the Go-live period over a two-week period. Should the City require additional support, Vendor shall provide additional services at the bill rate identified in proposal. The support shall be by telephone or onsite as needed, and can be used for the following issues:

- 10.1.21.1. Technical Errors;
- 10.1.21.2. Questions regarding the tools set for building the interfaces and customizations;
- 10.1.21.3. Hardware and Performance Issues;
- 10.1.21.4. Connectivity; and/or
- 10.1.21.5. Patches and fixes.

PART IV

INVOICE AND PAYMENT

1. **ACCEPTANCE:** City will determine successful completion of deliverables as specified. Vendor will be notified if service provided is not in full compliance with the project scope for corrective action. If any service is canceled for non-acceptance, the needed service may be procured elsewhere and Vendor may be charged full increase, if any, in cost.
2. **INVOICING:**
 - 2.1. Vendor shall submit one original and two copies of each invoice referencing the assigned Purchase Order number to the following address:

City of Round Rock
Attn: Accounts Payable
221 East Main Street
Round Rock, TX 78664-5299
3. **PROMPT PAYMENT POLICY:**
 - 3.1. Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed, or the day on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1.1. There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.1.2. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.1.3. There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.1.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
4. **OVERCHARGES:**
 - 4.1. Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

ATTACHMENT A

City of Round Rock Insurance Requirements

ATTACHMENT A
CITY OF ROUND ROCK
INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
 - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
 - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager City of Round Rock 221 East Main Round Rock, TX 78664-5299	City Attorney City of Round Rock 309 East Main Round Rock, TX 78664
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2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 2.3.** The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4.** The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 2.5.** If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6.** The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 2.6.1.** a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2.6.2.** no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7.** The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 2.8.** The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9.** The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10.** The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 2.10.1.** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2.10.2.** provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 2.10.3.** provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 2.10.3.1.** obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 2.10.3.1.1.** a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 2.10.3.2.** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 2.10.3.3.** notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 2.10.3.4.** contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 2.10.3.5.** By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 2.10.3.6.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

Attachment B

City Staffing Matrix

November 2009

Information Technology Department			
Title	Division	Peoplesoft Experience	Field Experience
<i>Assistant City Manager</i>	<i>Information Technology</i>	<i>11 years 6.0, 7.5, 8.4</i>	<i>19 years</i>
Enterprise Application Manager	Enterprise Applications	13 years 5.5, 6.0, 7.5, 8.4	15 years
Database Administrator	Enterprise Applications	5 years 8.4	10 years
Infrastructure Manager	Infrastructure		10 years
Senior Network Manager	Infrastructure		20 years
User Support Manager	Help Desk		10 years
User Support Technican	Help Desk		10 years

Finance Department			
Title	Division	Peoplesoft Experience	Field Experience
<i>Finance Director</i>	<i>Finance</i>	<i>6 years 7.5, 8.4</i>	<i>6 years</i>
Financial Programs Manager	Accounting	10 years 6.0, 7.5, 8.4	20+ years
Accounting Supervisor	Accounting	5 years 8.4	23 years
Accounting Supervisor	Accounts Payable	5 years 8.4	23 years
Accounting Tech I	Accounts Payable	8 years 7.5, 8.4	10 years
Budget Supervisor	Budget	2 years 8.4	18 years
Budget Analyst II	Budget	5 years 8.4, 6.1	10 years
Construction Accountant II	Construction/Projects	10 years 6.0, 7.5, 8.4	15 years
Construction Accountant I	Construction/Projects	9 years 7.5, 8.4	15 years
Purchasing Supervisor	Purchasing	6 years 8.4, 7.5	30 years
Purchaser	Purchasing	5 months 8.4	35+ years