



Request For Proposals

For Taleo Hosting

For

GREENVILLE UTILITIES COMMISSION

**Of the
City of Greenville, North Carolina**

**401 South Greene Street
Greenville, North Carolina 27834**

Issue Date May 7, 2019

Response Due Date, May 23, 2019 by 3:00 PM (EDST)

Purpose Of Request For Proposals

Greenville Utilities Commission (GUC) is seeking written proposals for Taleo Hosting.

Questions regarding this request for proposal (RFP) should be received by or before 9:00 am (EDST) on May 10, 2019. Answers shall be communicated by end of business day, May 16, 2019. All questions shall be directed to the attention of Cleve Haddock, CLGPO at (252) 551-1533, haddocgc@guc.com.

THE PROPOSAL SHOULD CONTAIN, AT A MINIMUM, SERVICES THAT CAN MEET

THE BELOW SPECIFICATIONS:

Pricing for one (1) year contract term August 1, 2019 – July 31, 2020, with option for annual extension(s) at the same or negotiated prices for up to three (3) additional year(s) if market and service conditions so warrant and prove to be in the best interest of GUC. Billing: Yearly contract billing, paid in advance, as opposed to monthly or quarterly billing.

- 1) Oracle Talent Acquisition for Midsize Cloud Services Hosted – Per Employee Pricing / 500 seats
- 2) Oracle Taleo Learn Cloud Services Hosted – Per Employee Pricing / 500 seats
- 3) Yearly Maintenance for Cloud Services – 1 flat yearly charge

GOOD FAITH STATEMENT:

All information provided by GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. GUC makes no certification that any item(s) are without error. GUC is not responsible or liable for any use of the information or for any asserted claims.

PROPOSAL FORMAT:

Written or an MS Excel or PDF document is the preferred format for the proposal.

PROPOSAL DEADLINE:

Proposals, subject to the conditions made a part hereof, will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 or e-mailed to haddocgc@guc.com, until **3:00 PM (EDST) on May 23, 2019. Late proposals will not be considered.**

PREPARATION OF PROPOSAL:

Proposals must be in envelopes clearly marked on the outside with the name of the proposal and the proposal opening date and time. Proposals shall be addressed to: GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834, ATTENTION: Cleve Haddock, CLGPO, Procurement Coordinator.

EVALUATION AND AWARD:

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/demonstrations on site on a date and time mutually agreeable by both parties.

Evaluation Criteria:

Vendor/unit selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the unit's requirements
- All warranties.
- Overall Costs

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

MINORITY BUSINESS PARTICIPATION PROGRAM:

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

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E-VERIFY:

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than fifteen (15) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

**These Forms Must be Completed, Signed and Returned With The
Respondents Proposal.**

BUSINESS STATEMENT

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

Contact Person's Name: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Business License No.: _____ City: _____

State: _____ Expiration Date: _____

Federal ID No. or Social Security No.: _____

Type of Organization: (Check all that apply)

- Corporation, under the laws of the State of _____
- Individual
- Joint Venture
- Municipal, State, or Federal
- S Corporation
- General Partnership
- Limited Partnership
- Non-Profit Corporation
- Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

VENDOR PROFILE QUESTIONNAIRE

Question	Answer
Organization name and corporate location?	
What is your organizations primary business?	
Is your organization a subsidiary to a larger parent company? If so, whom?	
Length of time your organization has been in business providing this type of services/products?	
Organization ownership?	
Number of employees: <ul style="list-style-type: none"> • Total • Development • Product Support • Professional Services 	

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REFERENCES

The respondent must provide 3 references where the requested unit/services/products of this RFP were implemented.

	REFERENCE NO. 1
NAME OF FIRM	
CUSTOMER'S BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
	REFERENCE NO. 2
NAME OF FIRM	
CUSTOMER'S BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
	REFERENCE NO. 3
NAME OF FIRM	
CUSTOMER'S BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	

TERMS AND CONDITIONS

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

Conflict of Interest:

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of vendors providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a vendor's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Vendors are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

Vendor Incurred Costs:

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each vendor. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by vendors during the proposal preparation, subsequent selection or negotiation stages.

MINORITY BUSINESS PARTICIPATION PROGRAM:

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

PROPOSAL WITHDRAWAL:

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION:

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION:

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified

Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION:

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

GOVERNING LAWS:

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADMINISTRATIVE CODE:

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).