

REQUEST FOR PROPOSALS

Oracle E-Business Suite Upgrade to R12.2.x

for

**GREENVILLE UTILITIES COMMISSION
of the
City of Greenville**

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



**Greenville
Utilities**

**ISSUE DATE: September 16, 2020
QUESTIONS RECEIVED BY: September 23, 2020
ANSWERS POSTED BY: September 30, 2020
PROPOSAL PACKAGES SHALL BE RECEIVED BY 3:00 PM (EDT) ON October 5, 2020**

REQUEST FOR PROPOSAL

RFP 20-48 Oracle E-Business Suite Upgrade to R12.2.x

The Greenville Utilities Commission (the "GUC"), Greenville, NC, through the Purchasing Department, is hereby soliciting competitive proposals for the above-mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Title	Oracle E-Business Suite Upgrade to R12.2.x
Proposal Type	Professional Services
Proposal Issued	September 16, 2020
RFP Number	
Department Requesting Services	Information Technology
Scheduled Publication Date	September 16, 2020
Proposal Due Date	October 5, 2020 until 3:00 PM EDT

Instructions for Submitting Proposals

Submittal Address	Greenville Utilities Commission Purchasing Department Attn: Cleve Haddock 401 S. Greene St. Greenville, NC 27837 Haddocgc@guc.com
Submittal Copies	One (1) Original copy clearly marked "Original" and one (1) electronic word copy
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked and visible</u> on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above will not be considered

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Website	https://www.guc.com/about-us/doing-business-us/current-bids

Questions about the Proposal

Questions and/or Requests for Information (RFI) must be submitted in writing and can be submitted by email as follows:

Primary Contact	Cleve Haddock, CLGPO, Procurement Manager (252)551-1533 haddocgc@guc.com
Question/RFI Due Date	September 23, 2020 until 4:00 PM EDT Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. Answers will be communicated by the above date.
Response Date	September 30, 2020 All pertinent questions will be responded to via a posting on the GUC's website.

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Attachments:

Title		Must Be Returned with Proposal
1	RFP Acknowledgement and Signature Form	Yes
2	Proposal Worksheet	Yes
3	Insurance Acknowledgement Statement	Yes
4	Terms and Conditions	No
5	E-Verify Form	Yes

I. Project Overview

Greenville Utilities Commission (“GUC”) plans to upgrade from Oracle eBusiness Suite Release 12.1.3 to Release 12.2.x. GUC is soliciting proposals from experienced consulting firms to provide technical and functional consultants to assist GUC staff with the upgrade. GUC began using Oracle EBS in July 2013 on Release 12.1.1.

Project Objectives:

- Successfully implement Release 12.2.x across all GUC modules
- Training of GUC employees to take advantage of upgraded environment
- Well written documentation for use by users and technical staff
- Post go-live support

Priorities for GUC in the selection of a consulting firm include but not limited to:

- Experience in upgrading Oracle EBS to R12.2.x. Experience with upgrading in a utility sector environment is required
- Having a strong business process improvement methodology and change management practice
- Experience in the Projects and Awards (Grants) modules
- Experience in Purchasing and Inventory modules
- Experience in Payroll and HR modules
- Experience with product integrations and customized product integrations.
- Experience in training and mentoring IT staff and Business Super Users in new functionalities introduced in R12.2.x

Your proposal should include a fixed price option as well as a time and materials proposal with a contingency and a not to exceed price.

About Greenville Utilities

GUC provides electric, water, sewer and natural gas services to the City of Greenville and 75% of Pitt County. GUC implemented the Oracle Suite of applications between 2013 and 2016.

II. Current Oracle EBS Environment

GUC uses Oracle eBusiness Suite Release 12.1.3 and all hardware is on premise. GUC has their own fulltime IT staff.

The current EBS IT/Oracle support and development team is comprised of several staff (one supervisor, two Systems Analysts, one DBA and one Business Analyst; these staff members support other Applications in addition to EBS. The current GUC staff also has additional support staff for SOA and Integrations as well as hardware support as needed on site. Various outside consultants also assist to support our environment.

We want to collaborate with an experienced consulting firm for the R12.2.x upgrade.

GUC is using the following Oracle ERP modules per business areas:

Business Area	Modules
Financials	Accounts Payable Accounts Receivable Assets Cash Management General Ledger iExpense Payments Public Sector Financials
HR, Payroll, Time & Labor	Advanced Benefits Human Resources Payroll Self-Service Human Resources Time and Labor
Projects/Grants	Project Costing Project Management Grants
Procurement	iProcurement iExpense Purchasing
Projects	Project Costing Project Billing
Public Sector	Grants
Logistics	Inventory Management

GUC has customized distributions for iExpense, AP, Purchasing, Receiving and Payroll. GUC utilizes the Grants Module and awards for allocations amongst many funds. GUC's Bank Reconciliation process is also customized. GUC has two general ledgers. GUC Oracle EBS Financials and HR Modules interface with several other Oracle products as well as outside vendors and other products. There are many custom PL/SQL packages that were created to support the integrations that exist. There are multiple one and two-way interfaces as described below.

There are Subject Matter Experts in each of the Business Areas.

GUC has approximately 473 employees; all are users of OTL (timecards) and HR Self-Service, some timecards are imported from Oracle WAM product. Depending on the employees' roles and job duties within the organization, employees are assigned custom responsibilities to access the other modules. Employees work out of eight locations in Greenville, NC.

The GUC's fiscal year runs from July 1st to June 30th. However, payroll processing follows the calendar year (January 1st to December 31st).

The following transactional statistics are provided for background purposes:

Number of Purchase Orders created in 2019: 3,679

Number of checks written in 2019: 10,789

Number of Work Orders created in 2019: 3,120

Number of open Projects: 167

OTL: GUC runs bi-weekly payroll (26 pay periods per calendar year). A standard workweek is 40 hours (or 8 hours per day). We have multiple types of timecards. The majority of employees complete a timecard of hours worked and hours on leave (sick, vacation, etc.). Approximately 240 Operations employees complete daily timecards and charge their time to Work Orders which flow through Oracle WAM. These workers also charge their time to Projects/Tasks. Many Operational and Administrative Personnel work flex-time hours. These hours vary between 4 – 10-hour shifts or 5 – 8-hour shifts. There is an additional monthly payroll cycle run for our Commissioners.

Current Technical Environment

GUC runs and supports three EBS environments – development/test, staging, and production. Each environment generally consists of three key components – 1 Oracle RDBMS, 1 internal application deployment, and 1 external application deployment. The components are more accurately described below. GUC also has an additional development environment that will be utilized for this deployment.

Each tier is deployed on its own machine running Oracle Linux 6.x (Application Tiers) or Oracle Linux 7.x (Database Tiers). All servers are virtual machines running on Oracle Virtual Manager 3.4.6. Storage on production is all flash and network attached. Environments running below production class are still using network attached storage but are a mix of flash and rotating disks.

GUC positions the storage and computing components in two separate locations based on environment level. The two locations are serviced by redundant connections. Please assume that all E-Business Suite virtual machines are configured to run with high priority on their assigned hardware. Virtual machine migrations are rare and done in a temporary manner for hardware maintenance only upon tight coordination with the supporting vendor.

The current production database consumes approximately 426 GB of disk space.

Oracle Technology Stack:

TECHNOLOGY	CURRENT RELEASE
Virtualization	
Oracle Virtual Manager	3.4.6
Operating System(s)	
Oracle Linux 6.x	Oracle Linux (RedHat) 6.9 Linux version 2.6.39-400.297.6.el6uek.x86_64
Oracle Linux 7.x	Oracle Linux (Redhat) 7.5 4.11902.10.8.el7uek.x86_64 Linux version 4.14.35-1902.10.8.el7uek.x86_64
Database	
Oracle RDBMS	19.6.0.0.200114
Application	
Oracle Developer	10.1.2.3
iAS Oracle Home	10.1.3.5

Server Java/JVM	1.7 Update 161
Client	
Browser	IE 11
JRE	1.8 Update 161

GUC has the following custom interfaces:

INTERFACE NAME	MODULE	INTERNAL OR EXTERNAL	INBOUND (To ERP) OR OUTBOUND (From ERP)
EBS/WAM Cost Transactions	INV	Internal	Inbound / Outbound
OTL Transactions	HR	Internal	Inbound / Outbound
EBS Project Add Task	Projects	Internal	Inbound
EBS Project Updated	Projects	Internal	Inbound
EBS Stock Checkout Requests	INV	Internal	Inbound / Outbound
Hours Worked	HR	Internal	Inbound / Outbound
Project Expenditures	Projects	Internal	Inbound / Outbound
Process Quarterly Wage File *1	HR	External	Outbound
Payroll Register	HR	Internal	Outbound
BOA - Bank Statements *2	AP	External	Inbound
VISA Bank Statements *2	AP	External	Inbound
Hyperion Data	HR	Internal	Outbound
Customer Refunds *2	AP	Internal	Outbound
EmployeeAccrualSync	HR	Internal	Inbound / Outbound
Fleet Fuel	INV	Internal	Inbound / Outbound
Master Extraction	INV	Internal	Inbound / Outbound
Assetworks-EBS *2	PO	Internal	Inbound / Outbound
GL Open Periods	GL	Internal	n/a
CCBToEBSAPProcedureCall	AP	Internal	Inbound
CCB EBS GL *2	GL	Internal	Inbound
EBS CCB AP *2	AP	Internal	Inbound
Selerix	HR	External	Inbound

Note1: These interfaces are automated (i.e. a data file is pushed via SFTP from Oracle to external entity).

Note2: External File loaded into EBS.

All other interfaces are manual. User downloads from Oracle and sends to external entity. Or, user receives a file from external entity and uploads to Oracle.

GUC has the following customizations:

Concurrent Programs (includes interfaces listed above)	179
Forms	8
BI Publisher templates	127
Alerts	25
Workflow Customizations	11

Custom Objects:

Function	6
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Index	120
Package	166
Package body	165
Procedure	2
Sequence	32
Synonym	251
Table	309
Trigger	2
Type	1
View	8

We use BI Publisher to develop most of our custom reports via consultants and internal staff. Most reporting outputs are in in Excel spreadsheets or PDF.

III. Scope of Services

To minimize cost, we are open to the project team working remotely, offsite, for the duration of the project.

1. Upgrade Objectives

- a. Upgrade to Higher, Supported Release for all GUC Implemented Modules:
The primary reason for the upgrade is to be on a higher, supported release of Oracle eBusiness Suite. All modules used by GUC will be upgraded. Regression testing will be completed across all the modules by GUC staff in two rounds.
- b. New Features/Functionalities/Improved Business Processes:
We want to take advantage of new features and functionalities of R12.2.x where it is appropriate for supporting our business needs and can be fulfilled without affecting the overall upgrade timeline. We also want to discontinue using any customization if that functionality is now standard in the R12.2.x upgrade.
- c. Documentation and Training:
Provide documentation for configuration and training to key users and IT support staff on new features/functionalities implemented as part of the upgrade.

2. Post-Upgrade Support

Following go-live of the R12.2.x upgrade, consulting firm will provide three months of support in resolving upgrade-related issues.

3. Future Projects

Following the R12.2.x upgrade, we plan to work on the following project. This project is outside the scope of this RFP. The future project is listed for informational purposes only:

- Implement Single Sign-on
- Implement OBIEE

Your proposal should be able to support GUC's future project.

IV. Submission Requirements

Please respond to the following 8 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. GUC will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

Submittal Format:

Responses may not be longer than 40 pages (one sided or 20 pages double sided), printed on 8 ½" x 11" paper and formatted in no smaller than 10-point font. Each section shall be labeled according to the sections below. Additional supplemental information can be provided as an added file or added section to your submittal. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5-inch folder.

1. **Company Information:** Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, a brief history of your company, whether your company is profitable (and for how long) and a general overview of your company's professional services capabilities (more detail will be requested below). Provide a brief statement of who is authorized to submit the proposal on the behalf of your company.

Please make sure that person signs and dates the statement.

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience. In addition, provide the requested information below.

A. Partnerships

1. Describe any partnerships and alliances (e.g. sub-contractors for specific Oracle eBusiness Suite modules) you may use to provide service to GUC.
2. Discuss the specific benefits we can expect as a result of these professional relationships.
3. Describe how long these partnerships have been in place.

B. Consultant Project Team

1. Provide an overview of your proposed project team.
2. List the project team members: names, roles, responsibilities, expertise and relevant experience. Who will be onshore/offshore? What percentage onshore/offshore? Will they be working full-time on GUC's upgrade project? If they are working part-time, what percentage?
3. Provide the resumes of your team members.
4. Include an organizational chart of the proposed team.
5. Provide an escalation process for issues to the project team.

C. Competitive Advantages

1. What services and products set your company apart from the competition?

D. Experience

1. How many companies have you helped upgrade from R12.1.3 to R12.2.x? Are any of them governmental or utility agencies?
2. How many years has your company been upgrading Oracle eBusiness Suite?
3. Does your company provide other consulting services? How many years has your company been providing those consulting services?
4. Provide detailed descriptions (including size and scope) of at least three (3) recent projects that are of similar size and scope of this RFP, include at least one government or utility agency.
5. Does your company have proven accelerators and/or templates for business process improvements?
6. Describe your company's process improvement experience/capabilities.

3. **Client References:** Provide names, addresses and contact information for at least three (3) recent clients (within the past 3 years) for whom you've done projects of similar size and scope of this RFP. References must include at least one government or utility agency. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.

4. **Plan and Approach:**

A. Services

Provide an overview describing the general approach, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. Please use this section to describe the services you propose to provide to GUC. Please address each requirement in the "Scope of Services" section of this RFP:

- Upgrade to Higher, Supported Release for all GUC Modules
- New Features/Functionalities/Improved Business Processes
- Documentation and Training

Your services can be above and beyond the requirements listed in the "Scope of Service" section.

B. Change Order Management

1. Provide proposed change order management process. If change requests come up that were not part of the original scope of the project, how are they handled?

C. Upgrade Methodology

1. Describe your approach to upgrading eBusiness Suite. What are the high-level tasks? How many iterations?
2. GUC will be involved in Configuration and remediation of problems and issues. First iteration of configuration will be provided by selected partner. Additional configuration iterations will be performed by GUC Functional and support Staff to gain a greater understanding of the system configurations and modules.
3. Our Subject Matter Experts and IT Support Team have daily operational work which they will continue to be responsible for during the upgrade. What is your Project Resource Plan estimate for GUC resources? What percentage of time will GUC resources need to devote to the upgrade project?
4. GUC will assign a project manager. The Consulting firm's project manager will provide project oversight on consulting resources.

D. Change Management

1. Provide proposed change management process. How does your company work with customers to make the transition to R12.2.x?
2. What documentation will be provided?
3. What training will be provided?

E. Project Plan

1. Please provide a detailed sample project plan that includes all phases including testing and post project support. The sample project plan will not count towards the page limitation. Other than basic smoke tests, GUC will be responsible for all end to end system testing.
2. Provide detailed upgrade plan that includes resources and project timelines.

5. **Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedule. Your proposal must include a fixed price option as well as a time and materials proposal with a **not to exceed price**. Both options should contain a contingency amount. It is important that you provide your fee schedule so that GUC can evaluate your proposal.

6. **Required Forms and Adherence to GUC Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (and return them with your proposal. Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

Prior to contract award, GUC must be assured that the Respondent selected has all the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources enough to provide services called for under this contract. If during the evaluation process, GUC is unable to assure itself of the Respondent's ability to perform under the contract, if awarded, GUC has the option of requesting from the Respondent any information that GUC deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, GUC will evaluate several factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights listed below.

A. Evaluation Weights

Item	Criteria	Weights
1	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing Oracle E-Business Suite Upgrades as evidenced from your response to item 2 of Submission Requirements section.	40%
2	<u>Client References</u> Respondent's reference checks as performed by GUC.	15%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section.	20%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.	25%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of GUC staff. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, GUC will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

C. Evaluation and Award:

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties. The cost of these demonstrations and travel / accommodations will be the responsibility of the vendor.

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.

VI. Additional Provisions

The terms "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

A. GUC's Legal Name and Jurisdiction

Greenville Utilities Commission (GUC) is legally known as the Greenville Utilities Commission of the City of Greenville, North Carolina. Acting by and through its Board of Commissioners. GUC is an independent business in the city of Greenville, North Carolina. GUC has exclusive control and management of all GUC facilities and properties. GUC issues Purchase Orders under the name Greenville Utilities Commission.

B. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of GUC, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to GUC for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that GUC may use any such intellectual property without charge for any lawful purpose in connection with other GUC development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Reimbursable Expenses

All expenses incidental to performing Consultant's Basic Services including, but not limited to, reproduction of documents and other materials associated with Respondent's deliverables and presentation materials; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

D. GUC's Right to Modify

Respondents are advised that GUC has not incurred any obligations or duties in soliciting this Request for Proposals. GUC, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements.

E. Cost of Preparing a Response

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to GUC.

F. Respondent's Relationship

The Respondent's relationship to GUC shall be that of independent contractor and not deemed to be agent of GUC.

G. False Statements

False statements in a proposal will disqualify the proposal.

H. Taxes

The Respondent will be responsible for all Federal, State, and Local taxes.

I. Grade of Service

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

J. The Respondent's Liability

The Respondent shall be responsible for any and all damages to GUC's premises, including damages resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

K. Amendments

GUC may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. GUC shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

L. Withdrawal or Modification of Offers

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

M. Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by GUC based on initial submission with or without discussions or negotiations.

N. Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

O. Award Consideration

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.

P. Contract Termination

GUC may terminate the agreement (and or contract) with the Respondent on thirty days-notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between GUC and the Respondent.

Q. Security

Access to GUC systems will be provided when the contractor is selected and onboarded.

RFP Acknowledgement and Signature Form

RFP No.: 20 - 48 , Oracle E-Business Suite Upgrade to R12.2.x

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with Greenville Utilities Commission in Greenville North Carolina perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____

Proposal Worksheet

RFP No.: 20 - 48 , Oracle E-Business Suite Upgrade to R12.2.x

All suppliers must fill out the following tables (as shown below). All costs must be listed. Cost areas correspond to Scope of Services, Upgrade Objectives. Your proposal must contain a Fixed pricing cost and a time and materials breakdown with a not to exceed price and contingency clause.

Cost Summary

Task	Upgrade Objectives	# of Days	Cost Estimate	Notes
1a	Upgrade to higher, supported release for all Port modules			
1b	New features/functionalities/ improved business processes			
1c	Documentation & training			
2	Post Upgrade Support (3 months)			
3	Other Cost (please specify)			
Total Not to Exceed Price (\$):				

Task	Upgrade Objectives	# of Days	Cost	Notes
1	All-inclusive Fixed Price for Above Components			

For **EACH** of the above Tasks, please provide details in a table similar to the one below delineating the cost breakdown by consultants, time/number of days and expenses. Include the major tasks, each consultant (with their role), the number of days (or time) needed, cost for each, and any expenses related to the Task. Make sure the costs detail adds up to the **Total Not to Exceed Price** noted in the Cost Summary table (above).

Detail Breakdown of Each Task				
Task	Consultants	# of Days	Cost (\$)	Notes
1a	<consultant 1> <consultant 2> <add more as needed> <expenses>			
1b	<consultant 1> <consultant 2> <add more as needed> <expenses>			
<etc.>				
Make sure you provide a row for each task in the table.				

Please list your team members' hourly rate:

Position Title/Role	Hourly Rate

The hourly rate is only for GUC's information in case we need to add any additional scope of work.

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____

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 ventures, 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).

COVID19

Notwithstanding anything else in this Contract, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, Pitt County, unless mutually agreed to by GUC and Contractor.

NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, CLGPO
Procurement Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

COMPLETE BELOW FORM

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted an RFP for contract or desire to enter into a contract with the Greenville Utilities Commission of the City of Greenville, NC;
2. As part of my duties and responsibilities pursuant to said RFP 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 RFP and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFP 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)

It is certified that this Proposal is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ N/A or bid bond for \$ N/A attached.

Firm Name _____ Phone (____) _____
 Address _____
 City _____ State _____ Zip Code _____
 Fax (____) _____ E-Mail _____
 Authorized Official _____ Title _____

 Signature _____ Date _____

Your Proposal should be received no later than October 5, 2020 at 3:00 PM (EDST)

Notice:
 Greenville Utilities Commission is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance. We are presently closed to the public.

We are receiving FedEx, UPS, US Mail

Send Proposals to:

**Greenville Utilities Commission
 401 South Greene Street, Greenville, North Carolina, 27834
 Att: Cleve Haddock, CLGPO, Procurement Manager
 RFP # 20-48**