

Solicitation RFP-OCMFA-040

Oracle Fusion Cloud Services Support

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP-OCMFA-040

Oracle Fusion Cloud Services Support

Bid Number	RFP-OCMFA-040
Bid Title	Oracle Fusion Cloud Services Support
Bid Start Date	In Held
Bid End Date	Feb 5, 2025 4:00:00 PM CST
Question & Answer End Date	Jan 23, 2025 12:00:00 PM CST
Bid Contact	Lapeania Hall lapeania.hall@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Shelly Garretson shelly.garretson@okc.gov
Contract Duration	5 years
Contract Renewal	1 annual renewal
Prices Good for	270 days
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	The Oklahoma City Municipal Facilities Authority (“Contracting Entity”) is a Public Trust of which The City of Oklahoma City (“City”) is a beneficiary. The Contracting Entity is seeking proposals from qualified vendors to provide support and optimization services, on an as-needed basis, for its Oracle Fusion Cloud platform, including Human Capital Management (HCM), Enterprise Resource Planning (ERP), and Enterprise Performance Management (EPM). Additionally, the Contracting Entity is seeking proposals for testing and validation services for Oracle’s quarterly updates. Proposers may respond to one or both scopes of work in a single proposal or separate proposals. The Contracting Entity is seeking proposals from organizations with a proven history of success within the Oracle Fusion Cloud platform. Evaluation will be based on the value and suitability of the Proposer’s services, with the ability to meet or exceed defined requirements, estimates, schedule, management experience, and the Proposer’s overall business viability. Preference will be given to Oracle Certified Partner listed on their website and/or validated by Oracle. <u>This Request for Proposal (“RFP”) sets forth the requirements for the support services and solicits a detailed response from firms to include functional and technical requirements, on-going system maintenance and support, and pricing. The Contracting Entity intends to award either a single contract for both support services and testing support or it may award separate contracts for support services and testing services. Proposals need to clearly describe and price these as separate services that may or may not be combined when the contract is awarded. If there are savings associated with awarding both services to your company, please describe those in a separate section.</u>

Item Response Form

Item **RFP-OCMFA-040--01-01 - Oracle Cloud Fusion Services Support**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**
City of Oklahoma City.
200 N. Walker
Oklahoma City OK 73102
Qty 1

Description

Upload your response to the request for proposal as outlined in the RFP and any related documents to this line item. PLEASE DO NOT ZIP FILES.

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

9. COMPLIANCE WITH APPLICABLE LAWS: All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

10. SELF-INSURED: The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

11. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

12. SAMPLE FORMS: Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

13. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

14. CURRENCY: The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

Oklahoma Open Records Act and Confidential Information

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

~~Sign Here X~~

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Type Name of Authorized Agent/Representative _____ Title _____

Signature _____

Company Name _____

Address _____ Zip Code _____

Telephone Number and Fax Number, if any _____

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this _____ day of _____ by _____
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: _____
[Oklahoma]

Type Name of Notary Public _____

My Commission Expires: _____
[Date/Year]

Signature of Notary Public _____
[49 Okla. Stat. 2011 §119]

September 2020



**The City of
OKLAHOMA CITY
and its Trusts**

**ELECTRONIC PROPOSAL PACKET
ORACLE FUSION CLOUD SERVICES SUPPORT
TABLE OF CONTENTS**

Notice to Proposers2

General Instructions and Requirements for Proposer 3

General Information.....8

Mandatory Contract Terms and Conditions..... 10

Current Technical Environment..... 20

Proposal Specifications, Process and Procedures..... 22

(Published in the Journal Record January 2, 2025 and January 8, 2025)

NOTICE TO PROPOSERS

Notice is hereby given that The Oklahoma City Municipal Facilities Authority (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 5th day of **February 2025**, for the following:

REQUEST FOR PROPOSALS (RFP-OCMFA-040) ORACLE FUSION CLOUD SERVICES SUPPORT

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

Oracle Fusion Cloud Services Support

I. General Instructions and Requirements for Proposers

A. General

The Oklahoma City Municipal Facilities Authority (“Contracting Entity”) is a Public Trust of which The City of Oklahoma City (“City”) is a beneficiary. The Contracting Entity is seeking proposals from qualified vendors to provide support and optimization services, on an as-needed basis, for its Oracle Fusion Cloud platform, including Human Capital Management (HCM), Enterprise Resource Planning (ERP), and Enterprise Performance Management (EPM). Additionally, the Contracting Entity is seeking proposals for testing and validation services for Oracle’s quarterly updates. Proposers may respond to one or both scopes of work in a single proposal or separate proposals.

The Contracting Entity is seeking proposals from organizations with a proven history of success within the Oracle Fusion Cloud platform. Evaluation will be based on the value and suitability of the Proposer’s services, with the ability to meet or exceed defined requirements, estimates, schedule, management experience, and the Proposer’s overall business viability. Preference will be given to Oracle Certified Partner listed on their website and/or validated by Oracle.

This Request for Proposal (“RFP”) sets forth the requirements for the support services and solicits a detailed response from firms to include functional and technical requirements, on-going system maintenance and support, and pricing. The Contracting Entity intends to award either a single contract for both support services and testing support or it may award separate contracts for support services and testing services. Proposals need to clearly describe and price these as separate services that may or may not be combined when the contract is awarded. If there are savings associated with awarding both services to your company, please describe those in a separate section.

B. Current Environment

The City went live in production with Oracle Fusion Cloud HCM on July 1, 2023, and Oracle Fusion Cloud ERP on April 2, 2024.

The City is currently licensed for the following Oracle Fusion Cloud modules:

- Oracle Fusion Human Capital Management Base Cloud Service
- Oracle Fusion Talent Management and Workforce Compensation Cloud Service
- Oracle Fusion Recruiting Cloud Service
- Oracle Fusion Payroll Cloud Service for United States
- Oracle Fusion Human Resource Help Desk Cloud Service
- Oracle Fusion Time and Labor Cloud Service
- Oracle Fusion Workforce Health and Safety Incidents Cloud Service
- Oracle Fusion Recruiting Booster Cloud Service
- Oracle Fusion Enterprise Resource Planning Cloud Service
- Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service
- Oracle Fusion Procurement Cloud Service
- Oracle Fusion Procurement for Self Service Cloud Service
- Oracle Fusion Document Recognition Cloud Service

C. Project Objectives

The long-term objective of this project is to allow the City to procure support services for Oracle Fusion Cloud that will focus on the areas of Support Services and Quarterly Update Services.

1. Scope 1: Support Services

Successful Proposer will provide operational and optimization support for the Oracle Fusion Cloud platform, including Human Capital Management (HCM), Enterprise Resource Planning (ERP), and Enterprise Performance Management (EPM) modules. Successful Proposer will supplement the internal Information Technology (IT) resources of the Contracting Entity on an as-needed basis.

A. General Support:

- Provide expertise in the Oracle Fusion Cloud platform.
- Provide support in configuration, troubleshooting, and issue resolution.
- Assist with data management, integration, and reporting.
- Provide guidance on best practices and Oracle-recommended processes.

B. Optimization Services:

- Analyze current usage of the platform and recommend improvements to optimize performance and efficiency.
- Implement solutions to enhance user experience and functionality.
- Assist in configuring new modules, features, or capabilities as per business needs.

C. Service Levels:

- Ensure availability of resources during business hours with the ability to respond to high-priority issues promptly.
- Provide a clear escalation path for critical issues.
- Include measurable service level agreements (SLAs), such as response and resolution times.

D. Communication and Collaboration:

- Assign a dedicated account manager or point of contact for coordination.
- Maintain clear and frequent communication with Contracting Entity staff.
- Provide or use agreed-upon tools for tracking issues and requests, and status reporting.

E. Knowledge Transfer:

- Document support activities, solutions, and recommendations.
- Provide training and knowledge transfer to Contracting Entity staff as needed.

F. Flexibility:

- Offer support on a time-and-materials or fixed cost basis, with transparent billing practices, which includes providing a not to exceed quote for hours and cost per issue/request/SOW.

2. Scope 2: Quarterly Update Services

Conduct testing and validation of Oracle's quarterly Fusion Cloud updates to ensure minimal disruption and optimal performance post-update.

A. Pre-Update Assessment:

- Review Oracle's release notes and update documentation.
- Identify potential impacts on existing configurations, integrations, and customizations.

B. Testing and Validation:

- Develop and execute comprehensive test plans for the non-production environment, including but not limited to:
 - System functionality.
 - Custom configurations.
 - Integrations with third-party systems.
 - Critical business processes.
- Conduct regression testing to ensure no disruption to existing functionalities.
- Maintain a repository of test scripts, results, and update-related documentation.
- Document test results and provide a summary of findings, including any identified issues and recommended solutions.

C. Issue Resolution:

- Work with internal IT staff to address and resolve issues discovered during testing.
- Retest to confirm successful resolution before Oracle deployment to production environment.

D. Post-Update Support:

- Provide post-deployment support during the production rollout.
- Address any issues arising from the update and ensure they are resolved promptly.

E. Service Levels:

- Define timelines for completing pre-update assessments, testing, and validation activities.
- Include Service Level Agreements (SLAs) for post-update issue resolution.

F. Expertise:

- Demonstrate familiarity with Oracle Fusion Cloud quarterly update processes and tools, including Oracle Cloud Readiness materials.

[Rest of page intentionally left blank]

D. Project Schedule

The following represents significant events and the associated proposed timetable from release of this RFP to award of contract(s):

Event	Date
RFP advertised on Periscope	01/02/2025
Questions due by Noon	01/23/2025
Electronic Proposals due 4:00:00 p.m.	02/05/2025
Proposer's Oral Presentations (Virtual)	02/27/2025
Committee Recommendation	03/25/2025
Projected Contract Award	04/23/2025

***Note:** Dates beyond the Proposal due date are tentative and subject to change.*

E. Proposer Qualifications

The successful proposer must demonstrate expertise, experience, and resources sufficient to meet the distinct requirements of the Support Services and Quarterly Update Services scopes of work. Proposers must provide detailed evidence of their qualifications specific to one or both scopes, as outlined below:

1. Scope 1: Support Services Qualifications

The proposer must demonstrate the capability to provide operational and optimization support for Oracle Fusion Cloud HCM, ERP, and EPM modules. While not required, preference will be given to Oracle Certified Partners. Qualifications include, but are not limited to:

- A. Expertise in Oracle Fusion Cloud Platform:
 - Proven experience in configuring, troubleshooting, and supporting Oracle Fusion Cloud applications.
 - Proficiency in addressing issues related to data management, integrations, and reporting.
 - Knowledge of Oracle-recommended best practices and optimization strategies.
- B. Experience in Managed Services:
 - Minimum of five (5) years of experience providing managed services for Oracle Fusion Cloud.
 - Successful completion of implementation or optimization projects for organizations of comparable size and complexity, in the public sector.
- C. Resource Capability:
 - Access to qualified staff certified in Oracle Fusion Cloud technologies.
 - Dedicated account management and a clear escalation path for critical issues.
- D. Flexibility and Responsiveness:
 - Ability to adjust services based on varying levels of need, ensuring timely responses to requests and adherence to SLAs.
- E. References and Performance:
 - Five (5) references from clients for whom similar support services have been provided.

2. Scope 2: Quarterly Update Service Qualifications

The proposer must demonstrate the capability to provide thorough testing and validation of Oracle's quarterly Fusion Cloud updates to minimize disruption and ensure system readiness. While not required, preference will be given to Oracle Certified Partners.

Qualifications include but are not limited to:

- A. Expertise in Oracle Quarterly Updates:
 - Familiarity with Oracle's quarterly update processes, including review of readiness materials, testing methodologies, and impact analysis.
 - Experience in regression testing and validation of system functionality, configurations, and integrations.
- B. Testing and Validation Experience:
 - Demonstrated success in developing and executing test plans.
 - Proven ability to identify and resolve issues in non-production environments before updates are applied to production.
- C. Technical Capability:
 - Access to automated testing tools and resources with expertise in Fusion Cloud validation processes.
 - Ability to provide detailed documentation of testing results and resolution steps.
- D. Timeliness and SLA Adherence:
 - Capacity to meet tight deadlines for pre-update assessment, testing, and validation within Oracle's quarterly update cycle.
- E. References and Case Studies:
 - Five (5) references demonstrating experience with quarterly update testing and validation for Oracle Fusion Cloud environments.

3. Additional Qualifications Applicable to Both Scopes

- A. Security and Compliance:
 - Adherence to the Contracting Entity's security policies and protocols.
 - Commitment to safeguarding sensitive data and system access credentials.
- B. Communication and Collaboration:
 - Proven ability to work collaboratively with internal IT teams, business stakeholders, and external partners.
 - Clear and consistent communication, with regular status updates and issue tracking.

[Rest of page intentionally left blank]

II. General Information

A. ADDENDA

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. **A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system.** If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

B. REPRESENTATIONS

Any representations, promises, warranties, guarantees and/or statements made by the Proposer in the proposal, during any interview or presentation, or otherwise, shall be enforceable against the selected Proposer. The City reserves the right to make audio or video tape recordings of any interview or presentation by any Proposer. Any proposal, submittal and/or recordings of any interview or presentation may at the sole option of the Contracting Entity be incorporated by reference into the contract(s) with the Proposer. All representations, promises, warranties, guarantees and statements of the parties shall survive the expiration or termination of the contract.

C. RIGHT TO REJECT

The Contracting Entity reserves the right to reject any or all proposals or to award the agreement/contract to the next most qualified respondent if the successful Proposer does not execute an agreement/contract within 30 days after award of the proposal. Any or all proposals may be rejected in whole or in part. Selection will not be limited to fees or costs alone, but upon other factors which may be considered essential. The Contracting Entity reserves the right to waive immaterial irregularities in the submitted proposal.

D. CLARIFICATION

The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all of the Proposers.

E. APPROVAL OF INFORMATION RELEASE

No reports, information, or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization without the prior written approval of the Contracting Entity.

F. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 270 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

G. PROPOSAL GUIDELINES

A copy of the City Guidelines and Procedures may be obtained from the City Clerk's Office, 200 N. Walker, 2nd Floor.

H. BRAND NAMES/EXAMPLES

The use of any brand name or trade name in the RFP is meant solely as a reference as to the design, features, and quality of the item mentioned. It should not be constructed to imply that any brand name would be given preference in the evaluation of the RFP.

I. UNDUE INFLUENCES

Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Proposer with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-proposal conferences
- Discussions with The IT Project Manager, buyer or departmental contact as outlined in the proposal packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

J. PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of a response to the RFP, including costs associated with bonding requirements, travel to Oklahoma City for any pre-award on-site visits, or any oral presentations required to supplement and/or clarify a proposal which may be required by the Contracting Entity, shall be the sole responsibility of and shall be borne by the Proposer(s). All responses to this RFP become the property of the Contracting Entity.

III. Mandatory Terms and Conditions of Contract with the Contracting Entity

A. CONTRACTING ENTITY

The term "Contracting Entity" as used throughout this RFP proposal document shall mean the Oklahoma City Municipal Facilities Authority. However, should The City of Oklahoma City or a Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the agreement(s)/contract(s).

B. SCOPE OF AGREEMENT/CONTRACT

The Contracting Entity and Proposer will enter into a separate negotiated contract upon being selected. The terms provided in this section will generally be incorporated into the agreement/contract. In the event of an inconsistency between provisions of the agreement/contract and any other document, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by the Contracting Entity in the RFP packet, then (vi) attachments, notes, proposal, and exceptions by Proposer.

The Contracting Entity reserves the right to award the agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in best interest of the Contracting Entity.

C. MANDATORY TERMS AND CONDITIONS

The following items shall be included in any contract between the parties. If the Contracting Entity has any objections to the following provisions, it shall include in its Proposal to this RFP, a page titled "Objections to Mandatory Contract Terms" and provide a redline of the provisions below. Failure to provide this "Objections to Mandatory Contract Terms" with the Proposal means the Proposer shall agree to any of the following language being included in the negotiated contract. Any contract template submitted by the Proposer that has terms counter to these provisions, even if an "Objects to Mandatory Contract Terms" has been provided, may be rejected at the Contracting Entity's sole discretion and the Contracting Entity reserves the right to contract with another proposer.

1. CONSTRUCTION AND ENFORCEMENT OF THE CONTRACT

The contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of the Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

2. ASSIGNMENT

In as much as the contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Proposer to provide professional and personal services to Contracting Entity, the contract will not be assignable or authorize the sublet of Proposer's obligations,

rights or interests in whole or any part of the Contract without the prior written consent of the Contracting Entity.

3. AGREEMENT/CONTRACT PERIOD

The agreement/contract shall be for five years with the option to renew for one additional five-year period. The agreement/contract shall be in effect commencing on the date approved by the Contracting Entity.

4. AGREEMENT/CONTRACT RENEWAL OPTION

- The agreement/contract is renewable for one additional five-year period at the option of the Contracting Entity. Should the Contracting Entity desire to renew the agreement/contract, a written preliminary notice will be furnished to the successful Proposer prior to the expiration date of the agreement/contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
- Should the Contracting Entity exercise this option for renewal, the agreement/contract as renewed shall be deemed to include this option provision except that the total duration of the agreement/contract, including any renewals, shall not exceed ten years.
- In all cases agreement/contract renewals shall be approved by the Contracting Entity's governing body, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

5. TIME IS OF THE ESSENCE

Both Contracting Entity and the Proposer understand that time is of the essence with respect to the contract, and the time for performance of each task shall be made part of the contract and be strictly observed and enforced. Any extensions of time shall be with the consent of the Contracting Entity. Any failure on the part of Contracting Entity to timely object to the time of performance shall not waive any right of Contracting Entity to object at a later time.

6. INDEPENDENT CONTRACTOR

The Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this agreement/contract.

7. STOP WORK

Upon notice to the Proposer, the Project Manager, on behalf of the Contracting Entity, may issue a stop work order suspending the performance of the services under the Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or any representations, warranties or guarantees under the Contract, however, deadlines and schedules adversely impacted may be adjusted accordingly. In the event the Project Manager issues a stop work order to the Proposer, the Contracting Entity will provide a copy of such stop work order to the Proposer.

8. VENUE OF ACTIONS AND APPLICABLE LAW

The Contracting Entity and Proposer agree that any dispute which may arise between or among them arising out of or in connection with a contract shall be adjudicated before a

court located in Oklahoma City, Oklahoma. The Contracting Entity and Proposer hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma, with respect to any action or legal proceeding commenced by any party to the contract. The Contracting Entity and Proposer consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested.

9. STANDARD OF CARE

In providing the support services herein, the Contractor shall maintain during the course of the Contract, the standard of skill, diligence and professional competency commensurate with like professionals in its industry for similar services. The Contractor agrees to require all of its consultants and sub-contractors, by terms of its contracts, to provide services at the same standard required of the Proposer.

10. TERMINATION

The agreement/contract will include termination for default by either party after a 30-day cure period and will include discretionary termination by the Contracting Entity upon 120-day notice to Proposer.

11. ESTIMATED ANNUAL REQUIREMENT (NO GUARANTEE):

- a. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
- b. The Proposer agrees to furnish all quantities ordered by the Contracting Entity during the agreement/contract period.
- a. The Contracting Entity agrees to place orders with the Proposer for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - o Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - o Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - o Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - o Quantities of items awarded under specific and separate agreements/contracts.
 - o Quantities of items which otherwise are determined to be outside the general scope and intent of this agreement/contract.
- b. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

- c. There is no obligation to purchase any items/services from the agreement/contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

12. WARRANTY

The Proposer shall warrant that at the time of final system acceptance, all items furnished under any resulting contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of the contract. All Proposers will furnish with their proposal one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to the warranty, the Proposer agrees that the Contracting Entity shall have the right to:

- A. Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense, or
- B. Require an equitable adjustment in the contract price.

The warranty shall be in addition to any other rights of the City.

All services warranties shall start on the date of system acceptance and will be for no less than one year following final system acceptance. Please see section titled "Evaluation Criteria" for additional acceptance criteria.

13. CONTRACT PAYMENT METHODS

The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the agreement/contract period. A firm fixed price or not-to-exceed contract is contemplated, with progress payments tied to defined milestones as mutually determined to be appropriate.

The Contracting Entity shall not be held liable for any damages sustained by any contractor for delivery of goods or services awarded by agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to Contracting Entity or any Oklahoma City department or Trust without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

14. PAYMENT/INVOICE

- a. The services will be charged to the Contracting Entity on a "not to exceed" a maximum cost basis, which includes travel and all reimbursable expenses as set forth in the Contract document. As used in this section, "not to exceed" means that the selected Proposer will perform its obligations under this Agreement even if it is required to expend more than the number of hours used to determine the Contract cost and will not charge the Contracting Entity for such excess hours or expenses unless otherwise permitted under the Agreement. In no event will the cost of

services exceed that set forth in the Contract documents, unless agreed upon in advance in writing authorized by representatives of both Parties through the Change Order Process outlined in the Contract documents. Services to be provided by the selected Proposer under a duly authorized Change Order which increase the costs shall be provided at rates agreed to in the Contract documents.

- b. Selected Proposer will invoice the Contracting Entity on a milestone and/or deliverables basis as specified in the Contract documents. Invoices will be sent to the Contracting Entity upon mutual agreement upon the acceptance of specified milestones and/or deliverables. The selected Proposer's personnel will maintain a log of time worked in a manner sufficient to preserve a record of hours of services performed. Each invoice will contain an invoice number and date, Purchase Order number, indicate the time period covered, log of time worked, and milestones accepted, and detailed expense reports for the period. The Contracting Entity will pay invoices that are not the subject of good faith disputes within 30 days of receipt of the invoice.
- c. The Contracting Entity will not be liable for any charges other than those described and authorized in the Contract document. The Contracting Entity will only pay for services actually performed and for reasonable expenses actually incurred.
- d. The Contracting Entity shall withhold payment of up to 10 percent of the total services amount as retainage for a 90-day stability period after all software modules are placed into production until Final Acceptance. The selected Proposer shall be deemed to have met its obligations when entire solution has been put into production and has operated in a stable condition for ninety (90) consecutive days, as agreed upon in Contract documents and schedules.

15. INSPECTION AND ACCEPTANCE AT DESTINATION

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the proposal specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under the agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

16. CONTRACTING ENTITY RESPONSIBILITY

The Contracting Entity shall only provide personnel to assist the Proposer as expressly set forth in the Contract. Proposals should detail personnel requested from the Contracting Entity.

17. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Proposer covenants and agrees that agents and employees of Proposer will comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this agreement, and that Proposer shall obtain all necessary permits,

pay all license fees and taxes to comply therewith.

Where the Proposer does not agree with the Contracting Entity's standard terms and conditions, the Proposer is required to identify the specific clauses the Proposer wishes to amend or delete and suggest alternative wording. Statements such as "We comply with the following clarification" followed by an exception should be avoided. We discourage proposals which simply state that "the proposal is subject to the Proposer's standard terms and conditions", or that "the terms and conditions are subject to negotiation after award".

18. INDEMNITY

Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

19. PRICES

Proposals shall be firm unless in the event of a discrepancy between unit prices and extended price, the lowest of the price quotations shall govern.

20. CONTRACT AMENDMENT PROCEDURES

The Contracting Entity may at any time, by successful Proposer request or otherwise, amend the services to be performed under the Scope of Services. The nature of these changes include, but are not limited to, additions or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions. With respect to amendments that do not materially impact the scope of either party's work effort required under the Contract, the parties will cooperate in good faith to agree upon such amendments and will not unreasonably withhold approval of such amendments as may be proposed by the other Party. If either Party causes or requests a change that impacts the scope of the Parties' work effort in the Contract, the other Party may propose an amendment to cover the additional work effort required of it. A material impact to the scope of this project shall be defined as any change that increases or decreases the cost of the project or one that requires the substantial movement of a date for delivery of any major milestone or the date for placing software modules into production.

21. PERSONNEL

The Proposer agrees and understands that the Contracting Entity's Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or qualifications as identified in the Proposer's proposal. Therefore, the Proposer agrees that no substitution of such specific individuals and/or qualifications shall be made without the prior written approval of the Contracting Entity. The Proposer further agrees that any substitution made must be equal or better than the originally proposed and that the Contracting Entity approval of a substitution shall not be construed as an acceptance of the substitute's performance potential. The Contracting Entity agrees that approval of a substitution will not be unreasonably withheld.

In the Contract, the Contracting Entity will reserve the right to require substitution of any Proposer Personnel who do not perform to the necessary standards for achieving the Contract Scope of Services. Proposer will be required to provide qualified substitutions in a timely manner to accomplish milestones and deliverables.

Proposer represents that all required personnel to perform the services required under the contract will be acquired at the Proposer's expense. Such personnel shall not be employees of or have any contractual relationship with the Contracting Entity, The City of Oklahoma City, or its Trusts except as employees of the Proposer. All of the services required under the contract will be performed by the Proposer or under the Proposer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services. None of the work or services covered by the contract shall be subcontracted without the written approval of the Contracting Entity.

Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 270 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

22. INSURANCE REQUIREMENTS

The following insurance requirements are applicable and must be obtained prior to contract award if the proposal submitted includes on-site installation, software installation and configuration services, on-site maintenance services, or other repair services to be performed on Contracting Entity, City of Oklahoma City, or Trust property.

Insurance-Prior to approval of this contract, the PROPOSER shall obtain insurance coverage as provided below. The PROPOSER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by Contracting Entity staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Contracting Entity. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. **Additional Insureds**: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Oklahoma City Municipal Facilities Authority, the City and its Trusts are named as additional insureds without reservation or restriction. "The City of Oklahoma City and its Trusts" shall be named as loss payees on the PROPOSER's valuable papers insurance policy for this Project.

All insurance coverage of the PROPOSER shall be primary and non-contributory to any insurance or self-insurance program carried by the Contracting Entity or The City of Oklahoma City.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the PROPOSER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the PROPOSER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the PROPOSER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the PROPOSER under this contract are designed to meet the minimum requirements of the Contracting Entity. Such coverage and limits are not designed as a recommended insurance program for the PROPOSER. The PROPOSER alone shall be responsible for the sufficiency of its own insurance program. Should the PROPOSER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the PROPOSER should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the PROPOSER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The PROPOSER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the PROPOSER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the PROPOSER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the PROPOSER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the PROPOSER is exempt under the laws of the state of Oklahoma from the requirement to

obtain and maintain worker's compensation insurance, then the PROPOSER must provide the Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

- (2) Commercial General Liability Insurance. The PROPOSER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the Oklahoma City Municipal Facilities Authority, the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The PROPOSER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the Oklahoma City Municipal Facilities Authority, the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or their designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The PROPOSER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The PROPOSER authorizes the Contracting Entity to confirm all information so furnished as to the PROPOSER's compliance with its bonds and insurance requirements with the PROPOSER's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the PROPOSER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the Contracting Entity. The Contracting Entity may at its option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Contracting Entity. The Contracting Entity expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the PROPOSER shall immediately notify the Contracting Entity and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Contracting Entity request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the PROPOSER hereby agrees to promptly authorize and have delivered to the Contracting Entity such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the Contracting Entity. For PROPOSERS providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the Contracting Entity.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

IV. Current Technical Environment

A. Overview

A centralized Information Technology (IT) department, in concert with departmental contacts, provides the City of Oklahoma City (The City) and its Trusts support for information systems. System standards are established and approved through a formal process. Deviation from standards **must** be approved in writing.

B. Authentication Requirements

- Our preference for authentication would be to use a SAML 2.0 SSO solution leveraging Microsoft Azure as the authentication provider.
- On premise applications could use LDAP based authentication if SAML 2.0 SSO via Microsoft Azure isn't available.

C. Networking Preferences

The City's networking infrastructure is maintained and managed solely by City personnel. Proposers must take responsibility for specifying the requirements necessary for network communications as required to successfully implement the proposed system(s). To that end, the following concepts should be observed:

- The City's network configurations and components are not generally accessible to Proposers. Proposers will not be allowed to monitor, configure, or add network components to the existing infrastructure without prior written permission.
- The Proposers may propose additional network expansion or may instead choose to identify capacity requirements between devices to leverage existing infrastructure. Proposals for both approaches can be submitted for consideration.
- Proposers must specify bandwidth requirements between clients and servers, as well as between the various servers.
- Proposer is expected to define the required interface / connection between wireless data infrastructure and the City network. This should include, but not be limited to, explanations of client-side software requirements, supported operating systems, device options, and bandwidth requirements. Wi-Fi networks, even owned by the City, are treated as "foreign networks" and will be subject to firewall controls. Applications should be "Wi-Fi aware": capable of queuing both the server and client side of transactions.
- Proposers must specify proposed demarcation of responsibilities between the City and the Proposer prior to system installation, testing, warranty, and maintenance.
- Remote Proposer support of application will leverage the City maintained VPN solution. Modems are not permitted in the City network infrastructure.

D. Security Requirements for SaaS and Cloud Applications

The City of Oklahoma City has security requirements specifically targeting Software as a Service (SaaS) and cloud applications. These requirements are designed to ensure the protection of sensitive data and adherence to best security practices. Proposers must meet or exceed these standards to be considered for this project.

E. Data Protection and Privacy

To ensure the highest level of data protection and privacy for SaaS and cloud applications, the following measures must be implemented by the vendor:

Encryption:

- Data at Rest: All data at rest must be encrypted using robust encryption standards such as AES-256.
- Data in Transit: Data in transit must be encrypted using TLS 1.2/1.3 or equivalent protocols.
- Data Residency: The data must be stored and processed within the continental United States, ensuring compliance with local data residency and sovereignty laws.

F. Access Control and Identity Management

To manage access control and identity management effectively in SaaS and cloud applications, the vendor must adhere to the following requirements:

Authentication:

- Multi-Factor Authentication (MFA): MFA must be mandated for all user access to the cloud application.
- Single Sign-On (SSO): The solution must support SSO to integrate with existing identity management system (Azure Entra ID), such as SAML or OAuth.

Authorization:

- Role-Based Access Control (RBAC): RBAC must be implemented to ensure users have the minimum necessary access.
- Least Privilege Principle: The system must support the principle of least privilege for all users and services.

G. Security Monitoring and Incident Response

To ensure ongoing security and effective incident response for SaaS and cloud applications, the vendor must meet the following requirements:

- **Monitoring and Logging:**
 - Security Information and Event Management (SIEM): Integration with existing SIEM (Azure Sentinel) solutions for continuous monitoring is required.
 - Log Management: Detailed logging of access and activity with tamper-evident logs is mandatory.

V. Proposal Specifications, Process and Procedures

PROPOSAL PROCESS

PUBLISHED NOTICE: Journal Record, **Wednesday, January 2, 2025**

The City of Oklahoma City and its Trusts have partnered with Periscope, Inc. to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, or systems specified in the electronic proposal packet. The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://www.bidsync.com> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the City or its Trusts through Periscope. Instructions on how to get registered to propose through Periscope can be found on the City's website at <https://www.okc.gov/departments/bidding>.

ADDENDA:

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.

SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:

There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit questions regarding the RFP through the electronic bidding system up to the time and date in the Project Schedule shown on page 4 in this document. Answers to these questions will be provided in the bidding system.

ADDITIONAL REQUIREMENTS AND INFORMATION

END-USER CONFIDENCE AND ACCEPTANCE

Oracle Fusion Cloud is the City's HCM and ERP system that is the backbone of administrative operations and the ability to maintain the system effectively is critical. Consequently, the Contracting Entity will be looking for proposals from stable, reputable organizations with proven products; a history of delivering what was promised (when it was promised); along with a track record of ongoing customer support and satisfaction.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The City of Oklahoma City or its Trusts is not bound by any oral representation, clarifications or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

ALTERING PROPOSALS

Proposals cannot be altered or amended after the submission deadline; however the selection committee may request a clarification or additional information from any, some or all proposers.

EXCEPTIONS/DEVIATIONS

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the proposer's proposal. Failure to do so shall be construed to mean that the proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

SUBCONTRACTORS

The use of subcontractors will not relieve the vendor of primary responsibility. The proposed prices must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the vendor that was awarded the contract. The contracted vendor must pay any subcontractors.

REQUIRED PROPOSAL SUBMISSION INSTRUCTIONS:

- ***First***, electronically complete or acknowledge required forms in the electronic bidding system;
- ***Second***, submit a Cover Letter (a simple letter of submittal, typically sent by proposers);
- ***Third***, attach a copy of any exceptions made to the requirements of this RFP.
- ***Fourth***, attach all documents as required in the Proposal Submittal Specifications, ***letters A-K below***
- ***DEADLINE:*** The Contracting Entity will receive electronic proposals until **4:00:00 p.m. on Wednesday, February 5, 2025**. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. Late proposals will not be accepted. No exceptions.

Note: A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system.

PROPOSAL SUBMITTAL SPECIFICATIONS

Each section below should be presented in the following order to ensure the RFP selection committee considers the same information on each proposal. The proposal itself shall be organized in the following format and informational sequence:

A. EXECUTIVE SUMMARY

Prefacing the proposal, the Proposer shall provide an Executive Summary of five pages or less, which gives a summation of the proposal in brief, concise terms. Please indicate whether you are proposing for both services or only one of the services.

B. BUSINESS ORGANIZATION

State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which you are incorporated or licensed to operate. Provide the name, phone number, email address, and fax number for your proposal contact.

C. PROJECT MANAGEMENT STRUCTURE

Provide a general explanation and chart, which specifies project leadership and reporting responsibilities and interface with Contracting Entity project management team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

D. PERSONNEL

Include names and qualifications of all professional personnel who will be assigned to this project. Provide all resumes.

E. PRIOR EXPERIENCE

Describe only relevant experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, present title, address, and phone number of the principal person for whom prior projects were accomplished.

Provide references, contact information and implementation dates for the last 5 government clients with a similar service scope, and size as this project.

F. PROPOSAL ACCEPTANCE PERIOD

All proposals must include a statement that they are valid for a minimum period of 270 days subsequent to the RFP closing date.

G. PRICING FOR SERVICES

The Contracting Entity does not anticipate requesting best and final offers. It is the Contracting Entity's intent to evaluate and score the proposed pricing submitted with your proposal. Any discounts (including time sensitive discounts based on date of contract approval), trade-ins, cost incentives, or signing bonuses you intend to extend to the Contracting Entity should be contained within your proposal. Please clearly state hourly rates for any level of personnel that could be utilized in such a contract for work. Include any expenses you consider reimbursable given a request for you to be on-site. Use the fillable form provided for pricing or reproduce it in its exact format as part of your submission.

H. FINANCIAL INFORMATION

Please provide the following information about your company:

1. A copy of your company's most recent audited financial statement
2. A copy of your firm's 10k form

If your company is private, please provide sufficient financial information to demonstrate its financial stability.

I. AUTHORIZED NEGOTIATOR

Include name, address, and telephone number of the person(s) in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

J. PROJECT APPROACH

1. Provide a detailed explanation as to how you will meet the Project Objectives as stated above.

K. FORMS AND OTHER DOCUMENTS

The electronic bidding system will require that you acknowledge that you have reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Anti/Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

SELECTION PROCESS

Proposal Evaluation Process

Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from multiple City departments that will utilize this system including Finance, Human Resources, and Information Technology Departments. The committee may make its selection based on the written proposals received and the presentations of short-listed proposers. The selection committee will report the results of its evaluations and make its recommendation to the Contracting Entity. The Contracting Entity will approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

Evaluation Criteria

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

A. Scope 1: Support Services Qualification – 35 points.

- a) Expertise in Oracle Fusion Cloud
- b) Experience in Managed Services
- c) Resource Capability
- d) Flexibility and Responsiveness

B. Scope 2: Quarterly Update Service Qualification – 20 points.

- a) Expertise in Oracle Quarterly Updates
- b) Experience in Testing and Validation
- c) Technical Capability
- d) Timeliness and SLA Adherence

C. Pricing - 5 points.

This will include, but is not limited to:

- a) Support Services - Support services should be proposed at an hourly rate for the various levels of professional staff. It is understood that the number of hours needed will vary depending on the number of services needed.
- b) Testing Services - Professional services must include firm-fixed price for testing services and defined rates and estimated costs for system support.

D. Proposer's Experience and Ability To Provide Proposed Services – 15 points.

- a) Include the number of customers that currently use your services.
- b) Provide examples of the range of support services you provide.

E. Proposal Quality - 5 points.

- a) Completeness and thoroughness of written response.
- b) Proposer's adherence to RFP guidelines and instructions.

If a proposer is only proposing one of the Scope's listed above, their score will be compared to the other proposers on just that Scope and items C-E. They will not be penalized for not proposing both Scope 1 and Scope 2.

The selection committee will select a short list of Proposers using the above criteria. Those short listed proposers will be asked to make a virtual presentation on their company qualifications, staffing, experience, ability to meet the RFP requirements and price. A recommendation will then be submitted to the Contracting Entity, requesting approval to proceed with contract negotiations with the preferred Proposer.

The RFP, the proposal documents, and the oral presentation will be incorporated into the contract by reference; therefore, all requirements not specifically addressed as an exception in the proposal and subsequent contract documents will stand as contractual responsibilities of the Proposer.

The prices submitted in the original proposal, subject to any modification in the negotiated contract, shall apply for the life of the contract; however, during the contract period, should the Proposer offer the same service, optional equipment, or upgrades to other agencies or the public at a lower cost due to price reductions or promotions, the Proposer shall also charge the Contracting Entity the lower price.

[Rest of page intentionally left blank]

Question and Answers for Bid #RFP-OCMFA-040 - Oracle Fusion Cloud Services Support

Overall Bid Questions

There are no questions associated with this bid.