



REQUEST FOR QUALIFICATIONS ("RFQ")

(Non-Binding and Value Driven)

Title:

PeopleSoft Development and Support

Issued by:

**Public Service Commission
Human Resource Management System**

Overview and Information:

The objective of RFQ is to create a Qualified Source List for developing and maintaining PeopleSoft systems in Yukon Government.

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PART A: DEFINITIONS AND INTERPRETATION

1.0 Definitions

.1 For the purposes of this RFQ and QSL:

“Business Day(s)” means a day that is not a Saturday, a Sunday or a statutory holiday in the Yukon;

“Closing Location” means the specified locations for the submission of Responses as described under section 2.0 – Electronic Bidding System and Closing Location of Part B: Instructions to Respondents and this RFQ (as amended);

“Closing Time” means the date and time Responses must be duly received by the Owner in accordance with section 1.0 – Closing Time of Part B: Instructions to Respondents and the terms of this RFQ (as amended);

“Defect” means:

- .1 any failure to follow or comply with the terms of the RFQ, or any failure to provide information or materials requested under the RFQ;
- .2 any ambiguity, conflict, error, omission, term, condition, assumption, qualification, or change proposed or contained in, related to, or arising from a Response; or
- .3 any matter or thing that, at the discretion of the Owner, is unacceptable or may affect: the RFQ, evaluation or uniformity of Responses, or the performance of any contract or Work;

“Electronic Bidding System” means the bids&tenders Electronic Bidding System at: <https://yukon.bidsandtenders.ca/>;

“Owner” or “YG” means the Government of Yukon or a duly authorized representative of the Government of Yukon;

“Respondent” means an individual, partnership, corporation or other valid legal entity recognized under this RFQ that submits a Response, or such individual, partnership, corporation or other valid legal entity after being included on the QSL;

“Response(s)” means a response submitted in response to and in accordance with the terms of this RFQ;

“Response Form(s)” means the form(s), upon which a Response is submitted, as described under this RFQ, which form part of the Response and may contain multiple pages (as amended in accordance with the terms of this RFQ);

“RFQ” means this Request for Qualifications and any addenda issued in accordance with the terms of this RFQ;

“QSL” means the Qualified Source List consisting of a list of contractors established by the Owner from which the Owner, at its discretion, may select one or more Respondent(s) for a Subsequent Procurement Process to perform any Work as may be required by the Owner;

“Subsequent Procurement Process” means one or more procurement or contracting processes following this RFQ, where one or more Respondent(s) may be selected from the QSL to participate in that subsequent process, which may include one or more of the following: limited tendering, direct award; invitational procurement, or any other single stage or multi-stage alternative procurement method or process as determined by the Owner, at its discretion; and

“Work” means any work, goods, or services, to be provided or performed by a Respondent as contemplated in the RFQ and as further described in any Subsequent Procurement Process (as amended in accordance with the terms of this RFQ);.

2.0 Interpretation

In this RFQ and QSL:

- .1 The words shall have a plural, feminine or neutral meaning where the context so requires;
- .2 No term of this RFQ or QSL will be construed against or interpreted to the disadvantage of the Owner because the Owner is deemed to have drafted the provision;
- .3 Throughout this RFQ and QSL, terminology is used that clearly identifies the relative importance of each of the Owner’s requirements. Respondents must understand the meaning of each term as described below

and take the meaning of each term into account in responding to this RFQ or QSL:

- .1 the word "should" is not mandatory, but is recommended to be followed, and failure to comply may affect the acceptance or rejection of a Response, or the exclusion of a Respondent from the QSL;
- .2 the words "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation";
- .3 where a right or discretion is given to the Owner under this RFQ or QSL, whether using words such as: "in its discretion", "at its discretion", or "at the discretion of the Owner", such discretion shall be interpreted and deemed for all purposes to be exercisable by the Owner at the Owner's sole, absolute and unfettered discretion taking into account solely what the Owner subjectively considers to be in the best interest of the Owner without consideration of good faith, fairness, or the interests of any Respondent; and
- .4 where a term states it is "notwithstanding", "despite", or "regardless of" any other term in this RFQ or QSL, the term shall take precedence and govern over all other provisions of this RFQ or QSL that are inconsistent or conflict with the term.

PART B: INSTRUCTIONS TO RESPONDENTS

IMPORTANT: This RFQ is an invitation for prospective contractors to submit non-binding Responses. Subject to the terms of the RFQ, eligible Respondents selected by the Owner through this RFQ process will be included on the QSL and may be selected by the Owner to participate in a Subsequent Procurement Process for specified Work, subject to the terms of any Subsequent Procurement Process.

Respondents must carefully read and follow the instructions set out in this RFQ, including all addenda, attached documents and materials, as any variation from them may result in the rejection of a Response or a Respondent being excluded from the QSL. If a Respondent has any questions or concerns regarding the RFQ, they may ask questions in accordance with the terms of the RFQ. By submitting a Response, Respondents acknowledge and agree that they bear the full responsibility for: following the instructions or requirements of this RFQ, failing to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFQ, or failing to provide any information requested in the RFQ.

1.0 Closing Time

- .1 Responses must be received at the Closing Location **before the date and time stated in the “Bid Closing Date” section in the View Details page of the Electronic Bidding System.**

Delivery of Responses prior to the Closing Time is the sole responsibility of the Respondent. Responses received after the Closing Time will not be considered regardless of the reason for their late delivery.

- .2 The bids&tenders bidding system web clock is deemed to be conclusively correct as to the date and time of receipt of Responses. A Response will only be considered to have been submitted once it has been RECEIVED by the Electronic Bidding System, and a confirmation email from such system is received by the Respondent, confirming receipt of the Response, subject to any amendments by the Respondent.

2.0 Electronic Bidding System and Closing Location

- .1 Respondents must register as a Plan Taker for this RFQ on the Electronic Bidding System and agree to any terms of service on the Electronic Bidding System in order to be eligible to submit a Response on the Electronic Bidding System and this RFQ.
- .2 All Responses must be submitted on and through the Electronic Bidding System in accordance with the terms of this RFQ. The Electronic Bidding System can be found on the following website:

<https://yukon.bidsandtenders.ca/>

- .3 Responses submitted in hard copy form or through any other electronic system, including fax or email, will not be accepted or considered regardless of the reason, unless otherwise explicitly stated and authorized under this RFQ.
- .4 Responses must be submitted in accordance with the requirements, procedures, and terms of service of the Electronic Bidding System. Please see: <https://yukon.bidsandtenders.ca/> for further information on the requirements, procedures, and terms of service of the Electronic Bidding System or contact bids&tenders using the email address support@bidsandtenders.ca.
- .5 Respondents acknowledge and agree that they bear the full risk and sole responsibility for: registering on the Electronic Bidding System, including as a Plan Taker for this RFQ; following the requirements, procedures, and terms of service of the Electronic Bidding System in order to submit, amend, or resubmit a Response; or asking questions or seeking clarification on any requirements, procedures, terms of service, or any other matter related to or arising from the Electronic Bidding System.
- .6 For greater certainty, the terms of this RFQ apply in addition to any requirements, procedures, and terms of service related to or arising from the Electronic Bidding System.
- .7 If a Respondent wishes to confirm that their Response has been received prior to the Closing Time, they may check the Electronic Bidding System or contact bids&tenders using the email address: support@bidsandtenders.ca.

3.0 Amendments by the Respondent

- .1 Once a Response has been submitted, Respondents may amend and resubmit their Response before the Closing Time in accordance with the terms of this RFQ. Amendments received after the Closing Time will not be considered regardless of the reason for their late delivery.
- .2 Any amendments by a Respondent must be made through the Electronic Bidding System and in accordance with the requirements, procedures, and terms of service of the Electronic Bidding System.
After an amendment is made to a Response, Respondents must resubmit their Response through the Electronic Bidding System.
- .3 If any amendment to a Response is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this RFQ, then the Owner reserves the right, at its discretion to:
 - .1 reject the amendment and the original Response, including any previous amendment(s) to the Response; or
 - .2 where the amendment has a Defect, remedy the Defect in accordance with the terms of this RFQ, and accept the amendment.
- .4 The Respondent bears the full risk that the Electronic Bidding System, internet, and Owner's equipment functions in a proper and timely manner with respect to the delivery of any amendment. The Owner does not assume any risk, responsibility or liability, and makes no representation or warranty in any way, including in contract or tort (including negligence) to any person or the Respondent that, the Electronic Bidding System, internet, or any equipment is able to transmit or receive transmissions or information in an accurate, reliable, or timely manner or that an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified under this RFQ. If Respondents are concerned about the delivery of information or amendments they are fully and solely responsible for ensuring that such information or amendments are received in accordance with the terms of this RFQ before the Closing Time.

4.0 Withdrawal of Response Prior to Closing Time

- .1 Respondents may withdraw their Response through and in accordance with the terms and requirements of the Electronic Bidding System.
- .2 If a Respondent withdraws and re-submits a Response, then the Response with the latest time and date stamp will be deemed to be the official Response and supersedes entirely anything submitted previously.

5.0 Questions

- .1 All questions or inquiries related to the RFQ shall be submitted in writing through the Electronic Bidding System and before the question deadline stated on the Electronic Bidding System. The Owner may respond by issuing an addendum. The Owner has no obligation to respond to inquiries and reserves the right, at its discretion, to respond or not respond to questions or inquiries.
- .2 The Respondent represents that it has carefully and diligently read and followed the instructions set out in this RFQ, and made best efforts to ask any questions or seek out assistance to ensure that it complies with the terms of this RFQ.
- .3 Respondents are responsible for reviewing the RFQ documents and should immediately notify the Owner, in writing, if the RFQ documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions for the Work differ from those described in the RFQ documents.

6.0 Addenda

- .1 To receive addenda or notice of addenda on the RFQ, Respondents must register as a Plan Taker for this specific RFQ on the Electronic Bidding System.
- .2 The Owner may, at any time prior to the Closing Time, issue addenda through the Electronic Bidding

System to amend the terms of the RFQ, including: adding, modifying, or deleting terms or information; correcting errors, discrepancies or omissions in the RFQ; or clarify the meaning or intent of any provision therein. All addenda are deemed to be incorporated into the RFQ (as applicable). The Owner will determine the form and content of any addenda. Written addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, will in any way be included in or amend this RFQ and must not be relied upon by Respondents.

- .3 If the Owner issues addenda within three (3) Business Days of the Closing Time, then the Owner will extend the Closing Time.
- .4 **If a Response has been submitted and a subsequent addendum has been issued, then such Response will be deemed incomplete and automatically withdrawn under the Electronic Bidding System, and Respondents are solely responsible for resubmitting their Response in accordance with the terms of the RFQ prior to the Closing Time.**
- .5 **Respondents are solely responsible for checking and ensuring that they have received all addenda and incorporated such addenda into their Response.**

7.0 Responsibility for Response Costs

- .1 Respondents are solely responsible for any and all costs or expenses related to the preparing, presenting, delivery of their Responses, including: obtaining and providing any documentation, certifications, and materials; attending any information meetings or site visits; responding to or incorporating any addenda; responding or participating in any Subsequent Procurement Process; and all costs and expenses related to the RFQ or QSL process, and responding to any Owner information requests or changes.

8.0 Opening of Responses

- .1 After the Closing Time, Responses are opened and viewed.
- .2 Once Responses are opened, they become the sole property of the Owner, and will not be returned, unless otherwise stated in the RFQ. The Respondent agrees that the Owner may make additional copies of all or part of the Response for: the Owner's internal use, a governmental purpose, or any other purpose required or allowed by law.
- .3 The Response and any related contents and materials disclosed and posted by the Owner are unverified and shall not constitute a final or acceptable Response until review, verification, clarification, rectification, and adjustment by the Owner in accordance with the terms of this RFQ.

9.0 No Contract "A" and Not Legally Binding

- .1 Despite any other term in this RFQ, this RFQ is an invitation for prospective Respondents to express interest and submit non-binding Responses, with the potential for inclusion on the QSL. This RFQ is not a tender call, contract, or order for work, goods or services. By submitting a Response, the Respondent acknowledges and agrees that, except for sections 3.1 to 3.4 of Part D: Response Submission Process and Content, this RFQ will be non-binding and will not give rise to any legal rights or obligations in any way, whether express or implied, whether in contract or tort, arising out of this RFQ process, including: any "Contract A"– based tendering law duties or obligations or any obligation or duty of good faith or fairness on the Owner.

10.0 No Guarantee or Obligation to Award Work or Contracts

- .1 This RFQ process is intended to solicit non-binding Responses for consideration by the Owner, and may, at the discretion of the Owner, result in an opportunity for the Respondent to be included on the QSL. After inclusion on the QSL, there is no obligation on the Owner, in any way or for any reason, to engage any Respondent to provide work, goods or services or to award a contract
- .2 Despite any other term in this RFQ, the Owner makes NO guarantee, representation or warranty and has no duty or obligation in any way or for any reason with respect to: the eligibility, inclusion, or placement of

a Respondent on the QSL; providing opportunities to a Respondent under the QSL; providing Work or the value or volume of Work to a Respondent; awarding or executing a contract with a Respondent; use of the QSL for the Work or other work, including: when the QSL will be used and what work will be provided under the QSL; or whether a Respondent will be eligible to participate in any Subsequent Procurement Process or whether a Subsequent Procurement Process will be initiated or issued.

- .3 The QSL is non-exclusive, and the Owner, reserves the right, at its discretion, to: select a contractor, award a contract, or award Work or any other work, through any alternative or separate procurement or contracting process outside the QSL. The Owner has no duty or obligation in any way to use the QSL or provide any Work, contract, or opportunities under the QSL.

11.0 Right to Cancel the RFQ and Right to Disqualify, Reject, or Exclude a Response

- .1 This RFQ does not commit the Owner in any way to proceed with or establish a QSL. Despite any other term in this RFQ, the Owner reserves the right, at its discretion, to cancel this RFQ for any reason without cause, liability, award, or compensation to Respondents. The Owner reserves the right to reissue this RFQ upon the same or different terms and conditions.
- .2 Failure to comply with any instruction or term contained in this RFQ may be deemed sufficient cause by the Owner, at its discretion, to reject a Response or exclude a Respondent from the QSL. The Owner, reserves the right, at its discretion, to reject a Response or exclude a Response from the QSL and has no duty or obligation in any way to accept a Response.
- .3 The Owner need not necessarily accept the lowest priced, highest ranked, or any Response. Without limiting the generality of the foregoing, the Owner reserves the right, at its discretion, to reject a Response and has no obligation to accept a Response if one or more of the following circumstances occur:
 - .1 the Response is not submitted in the required form or in accordance with the terms of this RFQ, is non-legible, or has significant errors or omissions of requested information;
 - .2 the Respondent fails to submit or complete the Response Forms, or misrepresents or fails to properly identify a subcontractor or the Respondent's own forces to the Owner;
 - .3 the Response is not submitted or signed by a duly authorized person representing the Respondent;
 - .4 the Response includes terms, conditions, assumptions, or qualifications not explicitly authorized by the RFQ or unacceptable to the Owner;
 - .5 there is reasonable evidence, satisfactory to the Owner, that the Respondent would be unable to properly carry out the Work, including: lack of experience, qualifications, equipment, or resources to satisfactorily perform the Work; ability to satisfactorily meet the schedule for the Work; difficulty working with the Respondent; or past proclivity of disputes or claims;
 - .6 there is reasonable evidence, satisfactory to the Owner, that the Respondent, its officers, employees, subcontractors, consultants, agents, or other members of the Respondent's team have been involved in fraud, bribery, misrepresentation, illegal or criminal activity;
 - .7 the Respondent fails to comply with the requirements, procedures, and terms of service of the Electronic Bidding System;
 - .8 the Respondent fails to follow the instructions or comply with the terms of the RFQ, there is a Defect related to the Response, or the Respondent fails to rectify a Defect; or
 - .9 in the discretion of the Owner, the interests of the Owner would best be served by not accepting the Response or including a Respondent on the QSL.

The above list is non-exhaustive and the Owner reserves the right, at its discretion, to reject a Response or exclude a Respondent from the QSL, if a Respondent otherwise fails to follow or comply with the instructions or terms of the RFQ or for other reasonable causes.

- .4 The Respondent represents that it has carefully and diligently read and followed the instructions set out in this RFQ, and made best efforts to ask any questions or seek out assistance to ensure that it complies with the terms of this RFQ.

12.0 Right to Waive any Defect, Clarification, and Rectification

- .1 The Owner may, at its discretion, waive, clarify, or rectify any Defect in a Response and accept the Response.
- .2 If the Owner exercises its right to waive, clarify, or rectify a Defect, then the Owner may send a written notice to the Respondent identifying the Defect(s), and provide the Respondent with a timeframe to clarify or rectify the Defect or provide further sufficient information. If the Respondent fails to clarify or rectify the Defect or provide further sufficient information, in a form and with content reasonably acceptable to the Owner, within the timeframe provided by the Owner, then in addition to any other right or remedy the Owner may have under this RFQ, this will be deemed sufficient grounds by the Owner, at its discretion, to reject a Response or exclude a Respondent from the QSL.
- .3 Respondents shall remain solely responsible and bear the full risk for:
 - .1 ensuring the consistency of the information submitted in their Response at all times, including: ensuring that any response to a clarification or rectification notice is consistent with any other information originally submitted with their Response; and
 - .2 any disqualification or prejudice to the evaluation of its Response that may occur from the information submitted by a Respondent in its response to a clarification or rectification notice.
- .4 The determination of whether or not to waive, clarify, or rectify any Defect, reject or disqualify any Respondent or Response, and the adequacy and acceptability of any clarification or rectification submitted by a Respondent shall be made at the discretion of the Owner. Such rights do not entitle the Respondent with an opportunity to correct errors or substantially change its Response, and the Owner shall not be bound by industry custom or prior practice in the exercise of such rights.
- .5 There is no duty or obligation on the Owner in any way or for any reason, including any obligation or duty of good faith or fairness, to exercise its right to waive, clarify, or rectify a Defect, and Respondents still bear the full risk and responsibility if they fail to follow the instructions or requirements of this RFQ or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFQ.

13.0 Conflict of Interest and Lobbying

- .1 By submitting a Response, Respondents represent and warrant that they: do not have a conflict of interest; have not obtained any material information or materials from the preparation or planning of the RFQ or Work; and have not had any prior or existing business or professional relationship that may adversely or unduly influence the outcome of accepting or rejecting a Respondent, selection of a Respondent under the QSL, or awarding Work or a contract to the Respondent's advantage or favor. The Owner may rely on such warranty.
- .2 The Owner reserves the right, at its discretion, to reject or disqualify any Respondent, exclude a Respondent from the QSL, or not award a contract to a Respondent who: has a conflict of interest; engages in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion; or engages in any unethical conduct, including: making any misrepresentation or providing other misleading or inaccurate information in their Response or to public officials, or engages in conduct or attempts to communicate directly or indirectly with any employee, contractor, representative or elected official of the Owner to adversely affect the RFQ process or unduly influence the outcome of: accepting or rejecting a Respondent, selection of a Respondent under the QSL, or awarding Work or a contract to the Respondent's advantage or favor.

14.0 Disclosure of Responses and Access to Information and Protection of Privacy Laws and Trade Agreements

- .1 The Owner is subject to the Access to Information and Protection of Privacy Act, R.S.Y. 2002, c.1 ("ATIPP"), which gives people a right of access to records in the custody or control of the Owner, with certain exceptions.
 - .2 Once a Response is submitted to the Owner it is subject to ATIPP. By submitting a Response, the Respondent fully consents to the following:
 - .1 Publication of the name of the Respondent and Response; and
 - .2 Disclosure of the Response and its evaluation to the Procurement Complaint Committee if there is a complaint made about this procurement under the dispute resolution process as described in the Government of Yukon's Contract and Procurement Regulation and the Government of Yukon's General Administration Manual – Procurement Policy - 2.6 and its operational requirements (as amended).
 - .3 If a Response contains information, in whole or in part, that may be considered a trade secret, scientific or technical information, commercial or financial information, those portions should be labelled "confidential" in the Response. And in particular, the Respondent must:
 - .1 Clearly label that part of their Response which is "confidential"; and
 - .2 Upon request by the Owner, provide all reasonable assistance and a timely response with objective evidence that supports the claim for confidentiality.
- NOTE:** Please do not submit a confidentiality clause or terms and conditions in the Response as this may result in rejection of a Response or exclusion of a Respondent from the QSL.
- .4 If a Respondent does not indicate in its Response the portions of its Response that are confidential and clearly highlight the confidential information, the Owner may publicly disclose the Response without notice to, or consent from, the Respondent. Failure to clearly identify portions of the Response, which are confidential constitutes consent of the Respondent to disclosure of the entire Response.
 - .5 If a request is made which includes information labelled as confidential by a Respondent, ATIPP requires the Owner to notify the Respondent of the request and give the Respondent an opportunity to provide objective, timely evidence that sufficiently supports the Respondent's claim of confidentiality. The Respondent will also be notified of the Owner's decision about whether to disclose the Response and so will the requestor. The Respondent and the requestor each have a separate statutory right to ask the Information and Privacy Commissioner to review the Owner's decision.
 - .6 This RFQ is subject to applicable Trade Agreements (as amended).

15.0 Information Meeting

- .1 The Owner may, at its discretion, conduct one or more information meetings prior to the Closing Time to provide Respondents with an opportunity to clarify and confirm the requirements of the RFQ or Work. If the Owner decides to conduct such a meeting, it will provide written notice of the time and location of the meeting, and any other terms or requirements in the RFQ or via addendum. If the information meeting is mandatory, **failure by a Respondent to attend a mandatory information meeting will result in the rejection of their Response**. If the information meeting is not mandatory, Respondents who do not attend the meeting will be deemed to have accepted the full risk and responsibility for not attending the information meeting and not receiving any information or materials related to or arising from the information meeting.

16.0 Site Visit

- .1 The Owner may, at its discretion, conduct one or more site visits prior to the Closing Time to provide Respondents with an opportunity to clarify and confirm the requirements of the RFQ or Work. If the Owner decides to conduct such a visit, it will provide written notice of the time and location of the site visit,

and any other terms or requirements in the RFQ or via addendum. If the site visit is mandatory, **failure by a Respondent to attend a mandatory site visit will result in the rejection of their Response.** If the site visit is not mandatory, Respondents who do not attend the site visit will be deemed to have accepted the full risk and responsibility for not attending the site visit and not receiving any information or materials related to or arising from the site visit.

PART C: SUPPLEMENTARY INSTRUCTIONS TO RESPONDENTS

1.0 Overview

1. Requests for Qualifications are used to establish Pre-Qualified Source Lists (QSL) as a means of shortlisting Suppliers for procurement of supply for goods or services, based on minimum required qualification to deliver those goods or services. Pre-qualification is stage one of a two-stage procurement process. Stage one shortlist potential Suppliers for participation in the potential second stage procurement for the performance /delivery of the Government of Yukon's future individual project requirements. Pricing is not included in stage one procurement.
2. No site visit is required nor will one be held for the purposes of this RFQ.

PART D: RESPONSE SUBMISSION PROCESS AND CONTENT

IMPORTANT: Respondents are solely responsible for ensuring that the form, content, and submission of their Responses are complete and in accordance with this RFQ. Failure to comply with, omit, or vary the form, content, or submission of the Response as outlined in this RFQ may result in the rejection of a Response. Respondents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Response if they fail to follow the instructions or requirements of this RFQ or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFQ.

1.0 Forms and Contents of Response

- .1 Respondents are to include the following in their Responses:
 - .1 **RESPONSE FORM(S):** Respondents shall use the Response Form(s) that are provided on the Electronic Bidding System and authorized by the Owner) to be filled out. Response Form(s) may contain multiple pages; and
 - .2 any other forms, information, documents, or materials requested under this RFQ.
- .2 Please read and fill out the Response Form(s) carefully, as any failure to complete or submit the latest Response Form(s) provided in their entirety may result in the rejection of a Response, a Response being ineligible for submission under the Electronic Bidding System, or exclusion of a Respondent from the QSL by the Owner.
- .3 **Other than inserting information where explicitly requested, Respondents are advised to not alter or change the Response Form(s) (in whole or in part), which may result in the rejection of their Response.**
- .4 Respondents should not include or disclose any pricing in their Response, unless otherwise explicitly stated in this RFQ.
- .5 **To ensure uniformity of Responses on the QSL, Responses that include any: special conditions, assumptions, terms, disclaimers, qualifications (including additional contract terms or statements such as: "specifications may change without notice"), additional work, or changes included with, attached, suggested, or proposed in the Response (collectively, the "Additional Terms") may be rejected or excluded from the QSL. Respondents are cautioned to review their Responses for any Additional Terms, and assume the full risk and responsibility for rejection of their Response or exclusion from the QSL if they include such Additional Terms in or with their Response.**

2.0 Authority to Submit Response

- .1 The Response Form(s) must be submitted only in the name of a single individual, a single partnership, or a single corporation, and shall be signed and submitted as follows:
 - .1 if the Respondent is an individual or sole proprietor carrying on business in their own name, signed by the Respondent in its personal capacity;
 - .2 if the Respondent is a registered partnership, signed by a duly authorized partner who has authority to sign for and bind the partnership; or
 - .3 if the Respondent is a corporation, signed by a duly authorized officer of the corporation.
- .2 If the Respondent is carrying on business under a name other than its own, it must be signed by the registered owner of the business name, or by an authorized official of the registered owner if the owner is a corporation.
- .3 Every Respondent must be an entity capable, as a matter of law, of entering into and being bound by a contract in any Subsequent Procurement Process with the Owner. Respondents should be aware of the requirements of the *Partnerships and Business Names Act, R.S.Y. 2002, c. 166* and the *Business*

Corporations Act, R.S.Y. 2002, c. 20. Failure to comply with the requirements of those statutes, particularly those requiring registration as an extra-territorial entity, may result in the rejection of a Response, at the discretion of the Owner.

- .4 If a Response is submitted by a joint venture, the Response must be:
 - .1 submitted only in the name of a single individual, a single partner, or a single corporation, who will be deemed to be the Respondent and the lead entity for the joint venture; and
 - .2 submitted by a valid legal entity as properly named on the Response Form(s).
- .5 After the Closing Time and submission of Responses, and upon request by the Owner, any Respondent who is part of a joint venture shall provide a list of all joint venture members.
- .6 The Respondent and any joint venture members are deemed to be jointly and severally liable to the Owner under any contract related to or arising from this RFQ, and the Respondent may be required to execute such further documents and give such further assurances from time to time as are reasonably required to make each member of the joint venture jointly and severally liable to the Owner under any contract related to or arising from the QSL.
- .7 **Respondents bear the full risk and responsibility for the rejection of their Response or being excluded from the QSL if they: submit a Response in the name of more than one legal entity in their Response Form(s); fail to properly name a legal entity or ensure that the entity named on the Response Form(s) is an entity capable, as a matter of law, of entering into and being bound by a contract with the Owner; or fail to follow the instructions for submission of a joint venture or Response.**
- .8 The Owner reserves the right, at its discretion, to reject any Response where the named Respondent is not a valid legal entity, the Response includes more than one legal entity as the named Respondent, or the Respondent fails to follow the instructions for submission of a joint venture or Response.

3.0 Dispute Resolution and Exclusion of Liability

- .1 Each Respondent, by submitting a Response, irrevocably agrees that:
 - .1 if the Respondent has any dispute arising out of this RFQ process, these Instructions to Respondents, or any of the RFQ documents, then the Respondent will attend a debrief with the Owner's representative and make reasonable efforts to resolve the dispute by amicable discussions with the Owner, and the Respondent shall provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Owner's representative; and
 - .2 if there is a failure to resolve the Respondent's dispute through amicable discussions, the Respondent may submit the dispute to the Procurement Complaint Process set out under the Government of Yukon's General Administration Manual – Procurement Policy - 2.6 and its operational requirements (as amended). Each Respondent, by submitting a Response, consents to the disclosure of its Response and the evaluation of its Response for the purposes of the Procurement Complaint Process.
- .2 In exchange for participating in this RFQ and the opportunity to submit a non-binding and revocable Response, the sufficiency of which is hereby acknowledged, the Respondent agrees to the following waiver and release and limitation on liability, which are legally binding, severable and independent from the other terms of the RFQ. Except for a claim for costs awarded in a proceeding under the Procurement Complaint Process set out under the Government of Yukon's General Administration Manual – 2.6 Procurement Policy and its operational requirements (as amended), each Respondent by submitting a Response, permanently and irrevocably agrees to waive and release the Owner, its elected officials, officers, employees, and agents from any and all: claims, liabilities, actions, proceedings (including any judicial review or injunction application), damages (including: direct, indirect, consequential, incidental,

general, special or exemplary damages, any economic losses, lost profits, lost opportunities, or all other costs, expenses and losses of any type or for any reason), or any other legal remedy in any way or for any reason, whether unknown or unforeseen, whether in law or in equity or pursuant to statute or regulation (collectively, the "Claims") arising from or related to this RFQ process, including: any actual or alleged breach of any duty or obligation of good faith or unfairness on the part of the Owner at any stage of the RFQ process, including: the receipt, rectification, rejection, or evaluation of Responses; any breach of the Owner's policies or directives; any breach of a statutory or other duty; rejection of a Response or Respondent; failure by the Owner to include a Respondent on the QSL; use of the QSL by the Owner; failure by the Owner to allow a Respondent to participate in the QSL process under or outside the QSL; failure by the Owner to allow a Respondent to participate in a Subsequent Procurement Process within or outside the QSL process; failure or refusal by the Owner to enter into a contract with a Respondent through a Subsequent Procurement Process regardless of the reason; failure to provide Work or a certain value or volume of Work; cancellation of the RFQ and re-issuing of the RFQ on the same terms or other terms; acceptance by the Owner of a Response with a Defect or a rectified, clarified, or amended Response; any waiver, clarification, or rectification of a Response or scope of work; access to or use of the Electronic Bidding System, including: the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness or timeliness of Responses or the Electronic Bidding System or any failure to receive or transmit a Response or any part of a Response electronically in an accurate, sufficient, or timely manner; negligence, misrepresentation (negligent or otherwise), or any other tort; bad faith or violation of common law duties; any breach of express or implied duties or terms of this RFQ (if applicable); breach of contract (if applicable); or any decisions, acts, omissions or errors by the Owner related to or arising from this procurement, RFQ, or QSL process.

- .3 If section 3.2 is inapplicable, unconscionable, contrary to public policy, or otherwise unenforceable or invalid, in whole or in part, or where the Respondent is otherwise entitled to a remedy or compensation at common law or otherwise, from the Owner in relation to this procurement process or RFQ, the sole and absolute remedy and total maximum compensation for any and all Claims against the Owner in relation to or arising from this procurement process or RFQ, either individually or cumulatively, will not exceed the lesser of: the Respondents reasonable and direct costs of preparing its Response or \$5000.00, and in no way or for any reason shall the Owner be liable to the Respondent for an amount greater than this amount. Multiple claims will not enlarge this limit.
- .4 Sections 3.1 to 3.4 are legally binding, severable, and independent from the other terms of the RFQ and shall survive the Closing Time, expiry, or cancellation of this RFQ.

PART E: EVALUATION

1.0 Overview of Evaluation

- .1 Responses are to be evaluated based upon the following criteria:
 - .1 technical merit; and
 - .2 any supplementary evaluation criteria explicitly stated in the RFQ (if applicable).
- .2 Subject to section 1.4 below, Responses will be evaluated on the basis of criteria listed in the RFQ and only on the contents of the Responses submitted, including any responses from project references (if applicable). **Respondents are cautioned that the text fields for a Response submission on the Electronic Bidding System may contain a maximum limit of 32,000 characters.** Respondents are solely responsible for ensuring that their Responses are complete, clear and succinct, and have sufficient detail to enable the Owner to evaluate their Response on the basis of the RFQ criteria.
- .3 The Owner reserves the right, at its discretion, to reject a Response, exclude a Respondent from the QSL, or adjust the evaluation scoring of a Response if the Response or Respondent's written response contains any misrepresentations or any other inaccurate, misleading or incomplete information.
- .4 The Owner reserves the right, at its discretion, to investigate or request verification or clarification from a Respondent with respect to the contents of its Response, without being obligated to seek verification or clarification from any or all other Respondent. Such further verification or clarification may include: details of qualifications of any personnel, current legal entity status, insurance or health and safety certification or record, status of security or bonds, financial capability, business practices, references for previous work or services, details respecting labour, subcontractors, supplies or equipment, or the ability of the Respondent to perform the Work or meet the requirements of any QSL or Call-Up. The Respondent agrees to permit and fully cooperate with the Owner in seeking verification or clarification respecting the contents of their Response. There is no duty or obligation on the Owner in any way to exercise its right to request or seek verification or clarification, and such right does not entitle the Respondent with an opportunity to correct errors or substantially change its Response. The Owner will be under no duty or obligation in any way to further verify or clarify or receive further information, whether written or oral, from any Respondent. The Owner is under no duty or obligation in any way to Respondent to perform any investigations or to otherwise verify or clarify any statements or representations made in a Response.
- .5 If any or all the Responses submitted on the RFQ are unacceptable to the Owner, then the Owner reserves the right, at its discretion, to do any one or more of the following: cancel the RFQ, re-issue the RFQ on the same or different terms and conditions regardless of whether Responses have been made public or not, or take such other action as the Owner deems fit.
- .6 Respondents who meet the requirements of the evaluation criteria and other terms of the RFQ will be eligible for inclusion on the QSL, subject to the terms of the RFQ.

2.0 Technical Evaluation

1. Points are awarded according to the following:

Corporate Capability	Total Available points 300	
Category	Description	Points Available
Number of Years in Operations	20 Years or greater	100
	10 years up to but not including 20 years	75
	5 years up to but not including 10 years	50
	2 years up to but not including 5 years	25
	Less than 2 Years	0
Number of Full-Time Employees (FTEs)	10 FTEs or greater	100
	5 FTEs up to but not including 10 FTEs	75
	3 FTEs up to but not including 5 FTEs	50
	Less than 3 FTEs	25
Number of Years of Previous Experience with Public Sector	10 Years or greater	100
	7 years up to but not including 10 years	75
	5 years up to but not including 7 years	50
	2 years up to but not including 5 years	25
	Less than 2 Years	0
Technical Skills	Total Available Points 200	
Skill	Collective Minimum Years of Experience (for up to 3 Person Team)	Points
SQL	30 years	10
PeopleCode	30	15
Application Engine	30	10
SQR	30	15
COBOL	30	10
Unix/Linux	30	5
Windows Admin	30	5
Application Designer	30	15
Oracle DBMS	30	5
Core HR Business	30	15
HR Practices in Public Sector Setting	30	15
Public Sector Collective Agreement	30	15
PeopleSoft Modules	30	15
PeopleSoft Architecture	30	15
PeopleSoft Functional Mapping	30	10
PeopleSoft Data Model	30	10
PeopleSoft Customization	30	15
Project Management	Total Available Points 100	
Work Experience	15 years or greater	75
	10 years up to but not including 15 years	50

	7 years up to but not including 10 years	25
	Less than 7 years	0
Project Management Certification	Project Management Professional Certification from Project Management Institute (or equivalent)	25
Time and Labour Experience	Total Available Points 100	
Work Experience	15 years or greater	100
	10 years up to but not including 15 years	75
	7 years up to but not including 10 years	50
	5 years up to but not including 7 years	25
	Less than 5 Years	0
Project Team Information	Total Available Points 50	
	Response Complete for all criteria	50
	Response Incomplete in any of the criteria	0

2. Northern Knowledge and Experience (Total Available Points – 50) and First Nation Participation (Total Available Points – 50) Criteria are awarded a percentage of the total points according to the following:

%	Summary	Description
100	Excellent	superlative response that surpasses YG requirements
80	Good	sound response that fully meets YG requirements
60	Acceptable	acceptable response that meets basic requirements with acceptable risk
40	Weak	unacceptable response that falls short of meeting basic requirements
20	Seriously Deficient	response deficient in many areas; poses serious problems
0	Unacceptable	response completely unacceptable or missing

3. Responses scoring less than 650 points will be considered technically unacceptable and the Respondent will not be added to the QSL.

PART F: TERMS OF QUALIFIED SOURCE LIST

1.0 Use and Term of QSL

- .1 The term of the QSL will be from **June 1, 2021** to **December 31, 2022**.
- .2 This QSL may be used by all Departments and Government Corporations as defined in the Government of Yukon's General Administration Manual – Procurement Policy 2.6.

2.0 Selection Process for QSL

- .1 Subject to the terms of this RFQ, if a Response is accepted by the Owner, the Respondent will be included on the QSL. The Owner will provide written notification to the selected Respondents of their inclusion on the QSL.
- .2 If and when needed, the Owner may, at its discretion, select one or more Respondent(s) on the QSL to participate in a Subsequent Procurement Process to perform any Work as may be required by the Owner. The Owner may use and consider one or more of the following criteria to select a Respondent in the Subsequent Procurement Process:
 - .1 price;
 - .2 experience, skills, certifications, and qualifications;
 - .3 capabilities and resources, including available labour, equipment and materials;
 - .4 timing, availability and schedule;
 - .5 suitability and prior experience working with the Respondent/contractor, including: consideration of the difficulty executing a contract or working with the Respondent/contractor, ability to satisfactorily perform the Work in accordance with any specifications/scope of work, and ability to perform the Work on schedule and meet any milestone dates for performance of the Work;
 - .6 a likelihood or proclivity for additional costs, delays, disputes or claims in the Subsequent Procurement Process or any subsequent Work or contract; or
 - .7 any other requirements or considerations that may be preferred, needed, or considered relevant by the Owner for the Subsequent Procurement Process or any subsequent Work or contract.
- .3 Respondents are not bound to participate in any Subsequent Procurement Process, and may, upon written notice to the Owner, decline to respond or provide submissions in any such process. If a Respondent decides to respond and participate in any Subsequent Procurement Process, then the Respondent will be subject to the terms of any Subsequent Procurement Process issued by the Owner, and such terms shall govern over and supersede entirely the terms of the QSL and RFQ process.
- .4 The QSL and this RFQ are NOT contracts. No legal relationship or obligation regarding any Work will be created between a Respondent and the Owner in any way or for any reason by the QSL or RFQ process.
- .5 The Owner reserves the right, at its discretion, to require Respondents who have been selected to participate in any Subsequent Procurement Process to re-submit their statements of qualifications and experience and any further information or materials stated in the Subsequent Procurement Process, and to then evaluate and score such qualifications, experience, information or materials submitted at that time in accordance with the terms of the Subsequent Procurement Process.
- .6 The Owner reserves the right, at its discretion, to request additional information or materials from the Respondent, including: proof of certification, experience, or qualifications; proof of business registration; proof of insurance, contract security, safety certification, workers' compensation coverage; list of labour, subcontractors, equipment and resources; work schedule; and any other information or materials that the Owner may consider relevant for the Subsequent Procurement Process or any subsequent Work or contract.

- .7 If a Respondent is selected or invited by the Owner to participate in a Subsequent Procurement Process, and fails or refuses to promptly participate in that Subsequent Procurement Process within the timeframe required by the Owner, or fails or refuses to provide additional information or materials requested by the Owner within the timeframe required by the Owner, then regardless of the reason for such failure or refusal, the Respondent will be deemed to have rejected or declined to participate in that Subsequent Procurement Process, and the Owner may, at its discretion, do one or more of the following: reject or exclude the Respondent from the Subsequent Procurement Process; select or invite one or more other Respondents or other contractors for the Subsequent Procurement Process; or award the Work or contract through an alternative or separate procurement or contracting process outside the QSL and this RFQ process.

3.0 Withdrawal from QSL

- .1 A Respondent may withdraw their Response and their name from the QSL at any time upon written notice to the Owner.

4.0 Performance Review

- .1 The Owner may, from time to time, conduct periodic reviews of a Respondent's performance in relation to any Subsequent Procurement Process, Work, or on other projects and contracts, whether for the Owner or others, and consider the results of such a review in the selection of a Respondent for any Subsequent Procurement Process, Work, or contract.
- .2 Based on a performance review or such other information or materials available to the Owner, the Owner reserves the right, at its discretion, to suspend or exclude a Respondent from any Subsequent Procurement Process, Work or contract due to the Owner having concerns over performance or contracting issues related to or arising from the Respondent on existing or past contracts for the Owner or others, including:
- .1 failure by the Respondent to complete any work on time or by a contract completion/delivery date;
 - .2 failure by the Respondent to meet any terms and conditions in a contract;
 - .3 rejection of work performed or under the responsibility of the Respondent due to poor or incomplete workmanship or due to supply and/or use of deficient or unsatisfactory materials;
 - .4 termination by the Owner or others of a contract with the Respondent, or taking work out of the Respondent's hands (in whole or in part) as a result of a breach or default by the Respondent in its performance of a contract;
 - .5 failure by the Respondent to declare a conflict of interest;
 - .6 the Respondent, its employee(s), subcontractor(s) or agent(s) has been involved in fraud, bribery, misrepresentation, or illegal or criminal activity;
 - .7 the Respondent is currently in, or has been, in a dispute or litigation with the Owner; or
 - .8 the Owner considers there is a likelihood of additional costs, delays, disputes or claims in the performance of the Work or contract by the Respondent.

The list above is non-exhaustive and the Owner reserves the right, at its discretion, to consider other criteria and considerations in the Owner's decision to select or invite a Respondent to participate in any Subsequent Procurement Process or for any award of Work or contract.

5.0 Conflicts of Interest and No Lobbying or Illegal Activity

- .1 Prior to commencement of any Subsequent Procurement Process, Work, or contract, whichever is earlier, a Respondent shall promptly notify the Owner of any actual or perceived conflict of interest related to or which may arise from the QSL, Subsequent Procurement Process, Work, or contract.
- .2 The Owner reserves the right, at its discretion, to remove a Respondent from the QSL or exclude a

Respondent from any Subsequent Procurement Process if the Respondent: has a conflict of interest; engages in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion; engages in any unethical conduct, including making any misrepresentation or providing any misleading or inaccurate information to public officials; engages in conduct, or attempts to communicate directly or indirectly with any employee, contractor, representative or elected official of the Owner, that may influence, to the Respondent's advantage or favor, the: the inclusion of a Respondent on the QSL; the selection of a Respondent to participate in any Subsequent Procurement Process, the award of any Work or contract, or anything else related to the QSL, a Subsequent Procurement Process or the RFQ.

6.0 Use of and Additions or Changes to the QSL

.1 Without limiting the generality of the foregoing, and in addition to any other rights of the Owner under this RFQ, the Owner reserves the right, at its discretion, to:

- .1 determine the terms, form, and content of any Subsequent Procurement Process;
- .2 suspend or cancel any Subsequent Procurement Process without compensation to Respondents, at any time and without cause, prior to a contract being agreed to and signed by the Owner and Respondent;
- .3 determine when and how the QSL will be used and what work will be provided under the QSL;
- .4 determine or limit the number of Respondents who will be selected for a Subsequent Procurement Process, and the criteria for selecting Respondents;
- .5 determine the terms, method and process for any Subsequent Procurement Process, whether using the QSL or otherwise;
- .6 add or delete other persons or contractors on the QSL through another RFQ process or any other process determined by the Owner, including: adding other contractors onto to the QSL as Respondents on the same or different terms and conditions;
- .7 issue a new or the same QSL for use in different or specific circumstances or by other branches or departments;
- .8 extend the term or period the QSL is in effect, or cancel or terminate the use of the QSL without compensation to Respondents, at any time and without cause, upon prior written notice to all Respondents;
- .9 correct errors, discrepancies or omissions in the QSL or Work;
- .10 change the Work or the QSL terms or process upon prior written notice to all Respondents; or
- .11 suspend or terminate the Respondents inclusion and participation on the QSL with or without cause and without compensation to the Respondent.

The list above is non-exhaustive and the Owner reserves the right, at its discretion, to make changes to the QSL terms or process if needed.

7.0 No Guarantee, Representation, Duty or Obligation to Use or Provide Opportunities under QSL

.1 Despite any other term in this RFQ, the Owner makes NO guarantee, representation or warranty and has no duty or obligation in any way, including no duty of good faith or obligation of fairness, with respect to: the eligibility, inclusion, acceptance, or placement of a Respondent on the QSL; providing opportunities to a Respondent under the QSL; providing Work or the value or volume of Work to a Respondent; whether a contract will be awarded or executed with a Respondent, use of the QSL for the Work or other work, including: when the QSL will be used and what work will be provided under the QSL; or whether a Respondent will be eligible to participate in any Subsequent Procurement Process.

- .2 The QSL is non-exclusive, and the Owner reserves the right, at its discretion, to select a contractor or award Work (or any other work), or a contract (including through any alternative or separate procurement or contracting process) outside the QSL. The Owner has no duty or obligation in any way to use the QSL or provide any Work, Subsequent Procurement Process, or opportunities in relation to the QSL.
- .3 By submitting a Response the Respondent represents and agrees that if it is included on the QSL and invited to participate in a Subsequent Procurement Process for some or all Work it is satisfied as to the practicality of executing the Work and is able to and will fully investigate all facts and conditions that are related to or may affect the performance of the Work.
- .4 The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information provided in the process to select or invite a Respondent from the QSL. Any quantities shown or information contained or provided to select or invite a Respondent from the QSL are estimates only, and are for the sole purpose of indicating to the Respondent the general scale and scope of the Work. It is the Respondent's responsibility to obtain all the information necessary to prepare a response to any Subsequent Procurement Process if selected or invited to participate in that Subsequent Procurement Process.

8.0 Notice

- .1 Unless otherwise explicitly stated, any notices related to the QSL will be sent by hand, courier, mail, or electronic mail to the following:

To the Owner:

Name: Satnam Gill

Position: Director, HRMS

Address: Government of Yukon, Box 2703, Whitehorse, Yukon Y1A 2C6

Phone: (867) 456 - 3976

E-mail: satnam.gill@yukon.ca

To the Respondent, the Owner will send any notices to Respondents in accordance with the address and contact information set out in the Response Form.

- .2 Any written notice delivered by one party will be deemed to have been received by the other party:
 - .1 if delivered in person or by courier, on the date of delivery;
 - .2 if sent by mail, it shall be deemed to have been received five (5) calendar days after the date on which it was mailed;
 - .3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by written notice in writing to the other party setting out the new address in accordance with the above.

PART G: SCOPE OF WORK

1.0 Objective

The objective of this Request for Qualification (RFQ) is to produce a list of Qualified suppliers to work on contracts for PeopleSoft Support and Development work. These contracts will be awarded in accordance with YG's Procurement Policy.

2.0 Background

1. Public Service Commission (PSC) is the central agency in the Government of Yukon responsible for providing Human Resource Management (HRM) services. These services are used by all departments and Crown Corporations in the Government of Yukon. Human Resource Management System (HRMS) is a branch in Human Resources Service Centre (HRSC) division of PSC and is responsible for providing systems development and support services across the Government of Yukon for HRM services.
2. HRMS uses Oracle's PeopleSoft HCM (Human Capital Management) software to develop and implement system applications to meet HR needs in the Government of Yukon. This software runs on Technical Infrastructure (Hardware, Networks, Active Directory) supported by the ICT (Information, Communication and Technology) division of Highways & Public Works (HPW) department. ICT also provides Technical Support for PeopleTools framework of PeopleSoft and looks after production changes using GitHub.

HRMS uses the following modules in PeopleSoft 9.2

1. Human Resources with Position Management
 2. Benefits Administration
 3. Payroll for North America
 4. Time and Labour
3. HRMS has recently upgraded PeopleTools from version 8.53 to 8.57. The PUM image has been upgraded from image 5 to 14, however, no functionality has been implemented other than compatibility with the new PeopleTools version.
4. Government of Yukon PeopleSoft runs in the following environment:
 - a. The HRMS PeopleSoft 9.2 HCM system is currently hosted on two virtual servers running Windows Server 2012. The first server hosts an application server, webserver and process scheduler. The second server hosts an application server and web server. We also use a Kemp Load Balancer to route traffic between the two servers. Our HRMS system uses an Oracle 12c Enterprise Edition database running on an Oracle Enterprise Server Linux 7.
 - b. The HRMS application is fairly customized (Records, PeopleCode, Application Engine and SQRs) in some key areas to accommodate the business needs for YG. Some of the customizations date back to the Go-Live date in 1998.
 - c. The HRMS application uses also some bolt on PeopleTools 8.57, Java, JavaScript and HTML 5 components as well as Oracle XML Publisher for PeopleSoft.

Knowledge of and expertise in the areas above is important to maintain, support and enhance the HRMS application.

5. HRMS is using JIRA as the main tool of reporting and tracking support and development tasks. The contractor is expected to interface with Government of Yukon's JIRA tool or set-up their own JIRA environment and provide full access to Government of Yukon. HRMS also uses JIRA as a documentation tool, and the contractor is expected to use it as the main tool for communicating with Government of Yukon. SCRUM methodology (backlog, categories, work task, effort) is used for development projects and it is expected that development contracts are run using SCRUM.
6. PSC also has the following non-PeopleSoft systems:
 - a. E-Recruitment System (Deltek, HRSmart Unified Application – e-recruitment)
 - d. Disability Case Management System (Parklane Systems, Disability Management Module)
 - e. Safety Incident Management System (Parklane Systems, Risk Assessment Module)
 - f. YGLearn (Appendo Learning Management System)
 - g. OrgPlus (Saba Organization Chart Software)
 - h. SAS Datawarehouse

These systems are not part of the scope of work. However, any interface to and from PeopleSoft HCM to any of these external systems is part of the scope. Custom developed Employee Leave and Pension Administration Systems are also out of scope.

3.0 Project Team

YG is looking for a team to deliver on the scope of work. The team must meet the following criteria

1. The team is composed of a minimum of three (3) members up to a maximum of five (5) members.
2. At least 3 members must meet the Technical Skills criteria in Part E, Section 2
3. At least 1 member must meet the Project Management criteria in Part E, Section 2
4. At least 1 member must meet Time and Labour Experience criteria in Part E, Section 2

4.0 Technical Skills Requirement

A description of skills and knowledge required are listed below:

SQL: Knowledge of SQL in an Oracle database environment, being able to read and develop very complex SQL statements. At the highest level, this includes also the development and maintenance of custom PL/SQL packages.

PeopleCode: Knowledge of PeopleSoft PeopleCode in all its intricacies. Being able to manipulate existing PeopleCode and develop new PeopleCode functionality within our application. PeopleCode is used and customized extensively in our environment.

Application Engine: Application engine programs are mainly used in our T&L rule engine; however, we use the AE engine also for some other custom tasks (e.g. interface invocation to other systems) and regular PeopleSoft vanilla functions.

SQR: A reporting and programming language we are using extensively. We have many custom developed SQRs to fulfill a variety of functions and we modified existing PS vanilla SQR extensively.

COBOL: Standard PeopleSoft Cobol modules have been modified to work with our customizations (e.g. table definition changes). Typically changes to Cobol are very limited.

Unix/Linux: Our database server is currently running on a Linux system. We are currently looking into a PeopleSoft tools upgrade which might affect which OS is used for the Oracle database server.

Windows: Our application, web and process scheduler system are running on Windows 7 server systems. We are currently looking into a PeopleSoft tools upgrade which might affect which OS is used for the PeopleSoft servers.

PeopleSoft Application Designer: We use the PeopleSoft Application Designer tool extensively in all aspects of our application.

Core HR business functions: Knowledge of key HR business functions and practices such as hiring, benefit administration, payroll, etc .

HR Practices in Public Sector setting: Knowledge of Public Sector HR business practices, how we conduct core HR functions.

Public Sector collective agreement: Knowledge of the two collective agreements in Public Sector organizations as they govern all HR processes and operations.

PeopleSoft modules: Knowledge of all PeopleSoft modules – even if YG is not currently using them, how they should be typically used and set-up.

PeopleSoft architecture: Knowledge of typical PeopleSoft architecture (server structure and configuration).

PeopleSoft functional mapping: How PeopleSoft maps the core HR business processes into their application.

PeopleSoft data model: Mostly the table and record structure of PeopleSoft, but also includes the whole metadata model of PeopleSoft.

PeopleSoft Customizations: Knowledge of maintaining customizations to PeopleSoft over a long period in a Public Sector organization

5.0 Project Management

A Project Manager is required to plan and manage work assigned to contractor team as well as work with Project Manager on YG side to align resourcing to deliver services. The Project Manager will manage schedule for quality deliverables and identify and manage any risks in performance of contracted work.

6.0 Time and Labour Experience

A highly proficient individual is required to maintain the complex workgroups and Time and Labour rules built into YG's implementation of this PeopleSoft module. The individual must have years of experience to be self-driven to manage changes to parts without breaking the whole and any further development is required to be tested thoroughly to fit in the whole.



Addendum No.:

Date: 5/13/2021

Tender No.: RFQ-2021-3-546

TenderName: PeopleSoft Development and Support

Attention All Plan Takers:

1. General

1.1 This addendum shall be read in conjunction with the procurement document.

1.2 If there is a conflict or inconsistency between the terms of the procurement document and this addendum, then the terms of this addendum shall govern.

1.3 This addendum shall be incorporated into and forms part of the procurement documents and shall be included therein.

1.4 No consideration shall be allowed for increases (extras) to the CONTRACT PRICE due to failure of a bidder/proponent to review and familiarize itself with this addendum.

1.5 It is the bidder/proponent's responsibility to ensure all addenda have been received and reviewed prior to the Closing Date and Time.

2. Scope of Addendum

2.1

Question 1:

Please advise who the incumbent is on this RFP from your RFP in 2019.

Answer 1: None. The RFP was cancelled.

Question 2:

Will this project be conducted by remote workers?

Answer 2: Yes, the remote work will be permitted

Question 3:

Are there any restrictions to where the Consultants need to be located? For example can they be located outside of Canada, or outside of the US?

Answer 3: Consultants could be located outside of Canada/US but must work with the data residing in the servers located in Yukon Government's data center in Whitehorse.

Question 4:

What systems do you specially want to interface Jira with?

Answer 4: JIRA is only to report and track issues. Please see Part G Section 5 for details.

Question 5:

Could you explain in more detail how the time and Labor module is incorporated into this scope of work and why you need an expert in this area?

Answer 5: Time and Labour is extremely critical to YG's operation and issues need to be dealt with urgency in a responsive manner. The implemented Rules Engine is YG-specific and would require high expertise to work with YG's PeopleSoft Administrators and business Subject Matter Experts to resolve issues in a timely manner.

Question 6:

How frequently servers are being updated?

Answer 6: The servers (Database, Application and Web) were updated as a part of last PeopleTools upgrade to version 8.57 in June 2020.

Question 7:

How frequently OS and Application Patches are being applied?

Answer 7: The work is in progress to apply these patches after the last PeopleTools upgrade in June 2020. YG is looking to continue applying these patches on an on-going basis based on severity of vulnerabilities identified by the vendors.

Question 8:

Please provide a system architecture diagram.

Answer 8: The diagram is attached

Question 9:

How big is the database?

Answer 9: The database size is considered small (< 100 GB)

Question 10:

How often hot or/and cold database backups are performed?

Answer 10: Full Database Hot backups are done on a nightly basis with archivelog backups done every 2 hours to capture changes. Cold backups are not done to meet availability requirements for PeopleSoft.

Question 11:

Please provide the current data recovery plan.

Answer 11: The plan will be provided before entering into a contract with YG.

Question 12:

Is single sign-on (SSO) already implemented for Peoplesoft HCM?

Answer 12: Yes, SSO is already in place.

Question 13:

How many custom and customized objects exist in the HCM database?

Answer 13: The information will be provided before entering into a contract with YG.

Question 14:

Please provide a list of custom and customized objects/

Answer 14: The information will be provided before entering into a contract with YG.

Question 15:

Are customizations well documented?

Answer 15: The documentation will be provided before entering into a contract with YG.

Question 16:

Is there a plan to deploy delivered Self Service functionality (Location Change, Terminate Employee etc.)?

Answer 16: There is no direct plan but this is used wherever possible to optimize PeopleSoft in YG.

Question 17:

What is the number of integration points and what types of integrations are they? (custom code, SOA, ESB, Third Party, etc.)
Please list them if possible.

Answer 17: These are mainly PeopleSoft based SQRs.

Question 18:

How many users use the HCM system?

Answer 18: There are approx. 6500 employees who use PeopleSoft.

Question 19:

How many business analysts, developers, PS Admins, DBAs support the system?

Answer 19: There 2 Business Analyst/Project Manager, 4 PeopleSoft Administrators and 2 DBAs who support the system. There are currently no developers.

Question 20:

Can users currently access the application remotely (from home) not via VPN?

Answer 20: Yes

Question 21:

How many support tickets are logged via Jira related to the application (functional, developmental and server related) ?

Answer 21: Majority of our support tickets relate to Application functionality which includes supporting software defects and enhancements for various business programs.

Question 22:

What is the current turnover time for each out of these issues? (Current SLA in place)

- Critical
- High
- Medium
- Low

Answer 22: Critical Production Issues need to be attended within 4 hours and resolved within the same day.

Question 23:

Is The Yukon Government using the fluid interface (fluid home pages, tiles, pages, dashboards etc.)?

Answer 23: No

Question 24:

Since databases are running on 12c oracle databases is there a future plan to upgrade to most recent version?

Answer 24: There is plan to upgrade current version before its end of life to a supported version.

Question 25:

Would the proponent be also responsible for assigning security, creating users?

Answer 25: No

Question 26:

Should the proponent provide 24/7 support for the application?

Answer 26: Not as a rule; however, there could be exceptions (Production emergencies, upgrades etc.)

Question 27:

Is the Yukon government open to considering nearshore resources?

Answer 27: Please see response to Question 3

3. Attachments

3.1

Project Manager:

From: Scott Antin
Sent: October 24, 2023 4:04 PM
To: Satnam.Gill
CC: Todd Sanders; Rain Rogers
Subject: [EXT] Contract Award for RFQ-2021-3-546

You don't often get email from scott@gideontaylor.com. [Learn why this is important](#)

Hi, Satnam.

I hope you're doing well!

I don't believe that you and I have had the opportunity to speak yet. I manage our sales operations at Gideon Taylor ("GT") including our Newbury and IntraSee divisions.

I was doing some housekeeping today and wasn't able to find a record of our award contract with Yukon from RFQ 2021-3-546. Can you tell me if there was a contract issued as a result of that RFQ? I understand that no services were tied to the award, but I assume that a Master Services contract would have been executed as a result of the award to enable Yukon to procure services from GT when necessary.

I know that you've had the opportunity to talk with other members of our team about our PeopleSoft services as well as Ida, our enterprise AI chatbot. If you'd be interested in scheduling a time for you and I to connect, I'd welcome the opportunity to meet you...if only virtually at this point. As Yukon contemplates what its next generation of enterprise solutions may be, we have a host of services and solutions that can position you and your team over the next few years to make the most of that transformation.

We look forward to working with you!

Best regards,
Scott

scottantin
VP, Business
Development
[gideontaylor.com](mailto:scottantin@gideontaylor.com)

-	Email	-	scott@gideontaylor.com
	Cell		651.271.3827



From: Elena.Cortez
Sent: December 11, 2023 1:51 PM
To: Satnam.Gill
Subject: RE: [EXT] Public Records Request re: RFx RFQ-2021-3-546 PeopleSoft Development and Support

Hi Satnam,

Here is the link to the page to submit an ATIPP request.

<https://yukon.ca/en/request-access-information-records>

Elena

From: Satnam.Gill <Satnam.Gill@yukon.ca>
Sent: Thursday, December 7, 2023 3:27 PM
To: Elena.Cortez <Elena.Cortez@yukon.ca>
Subject: FW: [EXT] Public Records Request re: RFx RFQ-2021-3-546 PeopleSoft Development and Support

Elena
Could look into this and advise

Please do not send anything to the vendor as we might need advice from Procurement Support Center.

Thanks,

From: Hailey Johnson <hailey_johnson@gideontaylor.com>
Sent: Thursday, December 7, 2023 3:20 PM
To: Satnam.Gill <Satnam.Gill@yukon.ca>
Cc: Scott Antin <Scott@gideontaylor.com>
Subject: [EXT] Public Records Request re: RFx RFQ-2021-3-546 PeopleSoft Development and Support

You don't often get email from hailey_johnson@gideontaylor.com. [Learn why this is important](#)

Good afternoon,

I would like to request a copy of the following documents (in electronic format if possible):

RFx Number	RFx Title	Close Date	Document(s) being requested
RFQ-2021-3-546	PeopleSoft Development and Support	2021	Winning proposal(s)
			Purchase Order

If you would like to discuss this request, I can be reached at 435-817-8224. Thank you for your help and consideration.

Sincerely,

haileyjohnson
Senior HR
Representative
www.gideontaylor.com

-
-
Email hailey_johnson@gideontaylor.com
Cell 435.817.8224
Office 801.434.7260

From: Hailey Johnson
Sent: December 12, 2023 4:00 PM
To: Satnam.Gill
CC: Scott Antin
Subject: RE: [EXT] Public Records Request re: RFx RFQ-2021-3-546 PeopleSoft Development and Support

You don't often get email from hailey_johnson@gideontaylor.com. [Learn why this is important](#)

Thank you very much, Santam and I will do that. I appreciate the guidance!

Take care,

haileyjohnson

Senior HR
Representative
www.gideontaylor.com

Email hailey_johnson@gideontaylor.com
Cell 435.817.8224
Office 801.434.7260



From: Satnam.Gill <Satnam.Gill@yukon.ca>
Sent: Tuesday, December 12, 2023 3:45 PM
To: Hailey Johnson <hailey_johnson@gideontaylor.com>
Cc: Scott Antin <Scott@gideontaylor.com>
Subject: RE: [EXT] Public Records Request re: RFx RFQ-2021-3-546 PeopleSoft Development and Support

Hailey

I reviewed your request from last week. Unfortunately, YG's Procurement Policy does not allow me to share this information.

However, I would encourage you to submit an ATIPP request and you may be able to secure this. You can find the process to file an ATIPP request at the following site

<https://yukon.ca/en/request-access-information-records>

I really appreciate your interest in understanding the process better.

Regards,



Satnam Gill
Pronouns: (he/him)
Director, Human Resource Management System
Public Service Commission| Human Resources Service Centre
C 867-456-3976 | Yukon.ca



From: Hailey Johnson <hailey_johnson@gideontaylor.com>
Sent: Thursday, December 7, 2023 3:20 PM

To: Satnam.Gill <Satnam.Gill@yukon.ca>

Cc: Scott Antin <Scott@gideontaylor.com>

Subject: [EXT] Public Records Request re: RfX RFQ-2021-3-546 PeopleSoft Development and Support

You don't often get email from hailey_johnson@gideontaylor.com. [Learn why this is important](#)

Good afternoon,

I would like to request a copy of the following documents (in electronic format if possible):

RfX Number	RfX Title	Close Date	Document(s) being requested
RFQ-2021-3-546	PeopleSoft Development and Support	2021	Winning proposal(s)
			Purchase Order

If you would like to discuss this request, I can be reached at 435-817-8224. Thank you for your help and consideration.

Sincerely,

haileyjohnson

Senior HR
Representative
www.gideontaylor.com

-

-

Email hailey_johnson@gideontaylor.com
Cell 435.817.8224
Office 801.434.7260

 |  | 
build | grow | serve

3.0 Amendments by the Respondent

- .1 Once a Response has been submitted, Respondents may amend and resubmit their Response before the Closing Time in accordance with the terms of this RFQ. Amendments received after the Closing Time will not be considered regardless of the reason for their late delivery.
- .2 Any amendments by a Respondent must be made through the Electronic Bidding System and in accordance with the requirements, procedures, and terms of service of the Electronic Bidding System.
After an amendment is made to a Response, Respondents must resubmit their Response through the Electronic Bidding System.
- .3 If any amendment to a Response is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this RFQ, then the Owner reserves the right, at its discretion to:
 - .1 reject the amendment and the original Response, including any previous amendment(s) to the Response; or
 - .2 where the amendment has a Defect, remedy the Defect in accordance with the terms of this RFQ, and accept the amendment.
- .4 The Respondent bears the full risk that the Electronic Bidding System, internet, and Owner's equipment functions in a proper and timely manner with respect to the delivery of any amendment. The Owner does not assume any risk, responsibility or liability, and makes no representation or warranty in any way, including in contract or tort (including negligence) to any person or the Respondent that, the Electronic Bidding System, internet, or any equipment is able to transmit or receive transmissions or information in an accurate, reliable, or timely manner or that an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified under this RFQ. If Respondents are concerned about the delivery of information or amendments they are fully and solely responsible for ensuring that such information or amendments are received in accordance with the terms of this RFQ before the Closing Time.

4.0 Withdrawal of Response Prior to Closing Time

- .1 Respondents may withdraw their Response through and in accordance with the terms and requirements of the Electronic Bidding System.
- .2 If a Respondent withdraws and re-submits a Response, then the Response with the latest time and date stamp will be deemed to be the official Response and supersedes entirely anything submitted previously.

5.0 Questions

- .1 All questions or inquiries related to the RFQ shall be submitted in writing through the Electronic Bidding System and before the question deadline stated on the Electronic Bidding System. The Owner may respond by issuing an addendum. The Owner has no obligation to respond to inquiries and reserves the right, at its discretion, to respond or not respond to questions or inquiries.
- .2 The Respondent represents that it has carefully and diligently read and followed the instructions set out in this RFQ, and made best efforts to ask any questions or seek out assistance to ensure that it complies with the terms of this RFQ.
- .3 Respondents are responsible for reviewing the RFQ documents and should immediately notify the Owner, in writing, if the RFQ documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions for the Work differ from those described in the RFQ documents.

6.0 Addenda

- .1 To receive addenda or notice of addenda on the RFQ, Respondents must register as a Plan Taker for this specific RFQ on the Electronic Bidding System.
- .2 The Owner may, at any time prior to the Closing Time, issue addenda through the Electronic Bidding

System to amend the terms of the RFQ, including: adding, modifying, or deleting terms or information; correcting errors, discrepancies or omissions in the RFQ; or clarify the meaning or intent of any provision therein. All addenda are deemed to be incorporated into the RFQ (as applicable). The Owner will determine the form and content of any addenda. Written addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, will in any way be included in or amend this RFQ and must not be relied upon by Respondents.

- .3 If the Owner issues addenda within three (3) Business Days of the Closing Time, then the Owner will extend the Closing Time.
- .4 **If a Response has been submitted and a subsequent addendum has been issued, then such Response will be deemed incomplete and automatically withdrawn under the Electronic Bidding System, and Respondents are solely responsible for resubmitting their Response in accordance with the terms of the RFQ prior to the Closing Time.**
- .5 **Respondents are solely responsible for checking and ensuring that they have received all addenda and incorporated such addenda into their Response.**

7.0 Responsibility for Response Costs

- .1 Respondents are solely responsible for any and all costs or expenses related to the preparing, presenting, delivery of their Responses, including: obtaining and providing any documentation, certifications, and materials; attending any information meetings or site visits; responding to or incorporating any addenda; responding or participating in any Subsequent Procurement Process; and all costs and expenses related to the RFQ or QSL process, and responding to any Owner information requests or changes.

8.0 Opening of Responses

- .1 After the Closing Time, Responses are opened and viewed.
- .2 Once Responses are opened, they become the sole property of the Owner, and will not be returned, unless otherwise stated in the RFQ. The Respondent agrees that the Owner may make additional copies of all or part of the Response for: the Owner's internal use, a governmental purpose, or any other purpose required or allowed by law.
- .3 The Response and any related contents and materials disclosed and posted by the Owner are unverified and shall not constitute a final or acceptable Response until review, verification, clarification, rectification, and adjustment by the Owner in accordance with the terms of this RFQ.

9.0 No Contract "A" and Not Legally Binding

- .1 Despite any other term in this RFQ, this RFQ is an invitation for prospective Respondents to express interest and submit non-binding Responses, with the potential for inclusion on the QSL. This RFQ is not a tender call, contract, or order for work, goods or services. By submitting a Response, the Respondent acknowledges and agrees that, except for sections 3.1 to 3.4 of Part D: Response Submission Process and Content, this RFQ will be non-binding and will not give rise to any legal rights or obligations in any way, whether express or implied, whether in contract or tort, arising out of this RFQ process, including: any "Contract A"– based tendering law duties or obligations or any obligation or duty of good faith or fairness on the Owner.

10.0 No Guarantee or Obligation to Award Work or Contracts

- .1 This RFQ process is intended to solicit non-binding Responses for consideration by the Owner, and may, at the discretion of the Owner, result in an opportunity for the Respondent to be included on the QSL. After inclusion on the QSL, there is no obligation on the Owner, in any way or for any reason, to engage any Respondent to provide work, goods or services or to award a contract
- .2 Despite any other term in this RFQ, the Owner makes NO guarantee, representation or warranty and has no duty or obligation in any way or for any reason with respect to: the eligibility, inclusion, or placement of

general, special or exemplary damages, any economic losses, lost profits, lost opportunities, or all other costs, expenses and losses of any type or for any reason), or any other legal remedy in any way or for any reason, whether unknown or unforeseen, whether in law or in equity or pursuant to statute or regulation (collectively, the "Claims") arising from or related to this RFQ process, including: any actual or alleged breach of any duty or obligation of good faith or unfairness on the part of the Owner at any stage of the RFQ process, including: the receipt, rectification, rejection, or evaluation of Responses; any breach of the Owner's policies or directives; any breach of a statutory or other duty; rejection of a Response or Respondent; failure by the Owner to include a Respondent on the QSL; use of the QSL by the Owner; failure by the Owner to allow a Respondent to participate in the QSL process under or outside the QSL; failure by the Owner to allow a Respondent to participate in a Subsequent Procurement Process within or outside the QSL process; failure or refusal by the Owner to enter into a contract with a Respondent through a Subsequent Procurement Process regardless of the reason; failure to provide Work or a certain value or volume of Work; cancellation of the RFQ and re-issuing of the RFQ on the same terms or other terms; acceptance by the Owner of a Response with a Defect or a rectified, clarified, or amended Response; any waiver, clarification, or rectification of a Response or scope of work; access to or use of the Electronic Bidding System, including: the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness or timeliness of Responses or the Electronic Bidding System or any failure to receive or transmit a Response or any part of a Response electronically in an accurate, sufficient, or timely manner; negligence, misrepresentation (negligent or otherwise), or any other tort; bad faith or violation of common law duties; any breach of express or implied duties or terms of this RFQ (if applicable); breach of contract (if applicable); or any decisions, acts, omissions or errors by the Owner related to or arising from this procurement, RFQ, or QSL process.

- .3 If section 3.2 is inapplicable, unconscionable, contrary to public policy, or otherwise unenforceable or invalid, in whole or in part, or where the Respondent is otherwise entitled to a remedy or compensation at common law or otherwise, from the Owner in relation to this procurement process or RFQ, the sole and absolute remedy and total maximum compensation for any and all Claims against the Owner in relation to or arising from this procurement process or RFQ, either individually or cumulatively, will not exceed the lesser of: the Respondents reasonable and direct costs of preparing its Response or \$5000.00, and in no way or for any reason shall the Owner be liable to the Respondent for an amount greater than this amount. Multiple claims will not enlarge this limit.
- .4 Sections 3.1 to 3.4 are legally binding, severable, and independent from the other terms of the RFQ and shall survive the Closing Time, expiry, or cancellation of this RFQ.

- .7 If a Respondent is selected or invited by the Owner to participate in a Subsequent Procurement Process, and fails or refuses to promptly participate in that Subsequent Procurement Process within the timeframe required by the Owner, or fails or refuses to provide additional information or materials requested by the Owner within the timeframe required by the Owner, then regardless of the reason for such failure or refusal, the Respondent will be deemed to have rejected or declined to participate in that Subsequent Procurement Process, and the Owner may, at its discretion, do one or more of the following: reject or exclude the Respondent from the Subsequent Procurement Process; select or invite one or more other Respondents or other contractors for the Subsequent Procurement Process; or award the Work or contract through an alternative or separate procurement or contracting process outside the QSL and this RFQ process.

3.0 Withdrawal from QSL

- .1 A Respondent may withdraw their Response and their name from the QSL at any time upon written notice to the Owner.

4.0 Performance Review

- .1 The Owner may, from time to time, conduct periodic reviews of a Respondent's performance in relation to any Subsequent Procurement Process, Work, or on other projects and contracts, whether for the Owner or others, and consider the results of such a review in the selection of a Respondent for any Subsequent Procurement Process, Work, or contract.
- .2 Based on a performance review or such other information or materials available to the Owner, the Owner reserves the right, at its discretion, to suspend or exclude a Respondent from any Subsequent Procurement Process, Work or contract due to the Owner having concerns over performance or contracting issues related to or arising from the Respondent on existing or past contracts for the Owner or others, including:
- .1 failure by the Respondent to complete any work on time or by a contract completion/delivery date;
 - .2 failure by the Respondent to meet any terms and conditions in a contract;
 - .3 rejection of work performed or under the responsibility of the Respondent due to poor or incomplete workmanship or due to supply and/or use of deficient or unsatisfactory materials;
 - .4 termination by the Owner or others of a contract with the Respondent, or taking work out of the Respondent's hands (in whole or in part) as a result of a breach or default by the Respondent in its performance of a contract;
 - .5 failure by the Respondent to declare a conflict of interest;
 - .6 the Respondent, its employee(s), subcontractor(s) or agent(s) has been involved in fraud, bribery, misrepresentation, or illegal or criminal activity;
 - .7 the Respondent is currently in, or has been, in a dispute or litigation with the Owner; or
 - .8 the Owner considers there is a likelihood of additional costs, delays, disputes or claims in the performance of the Work or contract by the Respondent.

The list above is non-exhaustive and the Owner reserves the right, at its discretion, to consider other criteria and considerations in the Owner's decision to select or invite a Respondent to participate in any Subsequent Procurement Process or for any award of Work or contract.

5.0 Conflicts of Interest and No Lobbying or Illegal Activity

- .1 Prior to commencement of any Subsequent Procurement Process, Work, or contract, whichever is earlier, a Respondent shall promptly notify the Owner of any actual or perceived conflict of interest related to or which may arise from the QSL, Subsequent Procurement Process, Work, or contract.
- .2 The Owner reserves the right, at its discretion, to remove a Respondent from the QSL or exclude a



RFQ-2021-3-546 - PeopleSoft Development and Support

Vendor Details

Company Name: Attain Solutions Inc.
Address: 10180-101 Street NW
Unit 2750
Edmonton, Alberta T5J 3S4
Contact: Danny Yoo
Email: dyoo@attainsolutions.ca
Phone: 778-588-7391
Fax: 780-420-9058
HST#: GST 80744 7479 RT0001

Submission Details

Created On: Sunday May 30, 2021 00:29:44
Submitted On: Monday May 31, 2021 00:44:24
Submitted By: Danny Yoo
Email: dyoo@attainsolutions.ca
Transaction #: f1b1b75d-6383-4e61-b56d-40048b2c1666
Submitter's IP Address: 207.6.78.132

Total Area and Points 200

- [Resume - Individual 2 - e - ethical S&I](#) - Altia n Solut ions - e - ee - 202 0528 docx - Monday May 3 202 00 28 23
- [Resume - Individual 2 - e - ethical S&I](#) - Altia n Solut ions - e - e - 202 0529 docx - Monday May 3 202 00 28 44
- [Resume - Individual 2 - e - ethical S&I](#) - Altia n Solut ions - Dana W Wong - 202 0530 docx - Monday May 3 202 00 30 03
- [Resume - e - act Management](#) - Altia n Solut ions - Danny - 202 0530 docx - Monday May 3 202 00 42 45
- [Resume - e - act Management](#) - Altia n Solut ions - e - ends - 1 - 202 0528 docx - Monday May 3 202 00 42 52

Addenda Terms and Conditions

1. I/We have thoroughly examined the items in the RFQ and all addenda and understand the items in the RFQ and acknowledge and agree to be bound by the RFQ.
2. I/We have carefully reviewed and thoroughly understand all the terms and conditions of the RFQ and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
3. I/We have carefully reviewed and understand all the terms and conditions of the RFQ and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
4. I/We agree to be bound by the terms and conditions of the RFQ and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.

If I/We agree to be bound by the terms and conditions and have authority to bind the Company and submit this Bid on behalf of the Bidder, I/We agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.

The Bidder acknowledges and agrees that the addendum addenda below is/are part of the Bid Document and shall be read in conjunction with the RFQ and all addenda and agree to be bound by the RFQ and all addenda.

RFQ-2021-3-546

PeopleSoft Development and Support

Closing Date: Monday, May 31, 2021

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Make IT Inc.	Whitehorse, Yukon	Submission 1	Sealed
Spyre Solutions Inc.	Toronto, Ontario	Submission 1	Sealed
TELUS Sourcing Solutions Inc.	Toronto, Ontario	Submission 1	Sealed
IBM Canada	Calgary, Alberta	Submission 1	Sealed
Tundra Technical Solutions	Toronto, Ontario	Submission 1	Sealed
Gideon Taylor	American Fork, Utah	Submission 1	Sealed
Attain Solutions Inc.	Edmonton, Alberta	Submission 1	
The Business & Technology Resource Group, Inc.	Milton, Ontario	Submission 1	Sealed

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date



RFQ-2021-3-546 - PeopleSoft Development and Support

Vendor Details

Company Name:	Gideon Taylor
Does your company conduct business under any other name? If yes, please state:	We have a Subsidiary Newbury Enterprise Services
Address:	Gideon Taylor Consulting LLC 686 E 110 S, Suite 203 American Fork, Utah 84003
Contact:	Brian Olson
Email:	brian_olson@newburyenterprise.com
Phone:	763-742-5981
HST#:	870670678

Submission Details

Created On:	Tuesday May 25, 2021 12:47:42
Submitted On:	Friday May 28, 2021 10:41:24
Submitted By:	Brian Olson
Email:	brian_olson@newburyenterprise.com
Transaction #:	8ea0a9db-57ba-407c-88fb-064ee66ca063
Submitter's IP Address:	107.2.67.44

We let $w = w_1$ be the weight of g as a whole based on $\text{exploit}(\text{Down-spread})$ and Higgs two factors used by the gas station. We let $w = w_2$ be the weight of g as a whole based on the number of years it is owned, the number of its (non-employed) employees working with the gas station and the number of years the gas station has worked with it. Then, by applying such a down-spread and support measure, the station rank r was recomputed and a 10% was left in the rank document.

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1	Number of employees in the City of Los Angeles
2	Number of employees in the City of Los Angeles
3	Number of employees in the City of Los Angeles

Technical Skills

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2	(a), 77(1)(c)
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A: `void Mouse::k() { cout << "mouse k() \n"; }`
 B: `void Mouse::k() { cout << "mouse k() \n"; }`
 C: `void Mouse::k() { cout << "mouse k() \n"; }`
 D: `void Mouse::k() { cout << "mouse k() \n"; }`

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id	name
1	Project Management
2	Project Management

me and Labour Experience

Tudo isso vale a pena?

75(1)(a)(i) 75(1)(a)(ii) 77(1)(a) 77(1)(c)

2. Resources: the signed description of the upgrade in the documents sent in and is open for the area and

and Marston, 1994b).

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[illegible]

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		<p>10. The respondent's knowledge is specific to changes and opportunities that might be encountered in the workplace. The unit is which is a general course. It is possible that the respondent might be able to apply the knowledge to other situations and</p>		
2		<p>10. The respondent's knowledge is specific to changes and opportunities that might be encountered in the workplace. The unit is which is a general course. It is possible that the respondent might be able to apply the knowledge to other situations and</p>		

For more information, please contact the author at marco@marcofranceschi.com.

Total Area of Forests

b6 b7C	[REDACTED]	b6 b7C
	[REDACTED]	75(1)(a)(i), 75(1)(a)(ii), 77(1)(a), 77(1)(c)

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Respondents also found it a surprise to find that the same person is providing services in more than one Area – only one board is CTA's equal.

- [illegible]



RFQ-2021-3-546 - PeopleSoft Development and Support

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Submission Details

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Submitted By:	Tom Kunimoto
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Submitter's IP Address:	96.51.165.2

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75(1)(a)(i), 75(1)(a)(ii), 77(1)(a), 77(1)(c)

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Submission Details

Created On:	Thursday May 06, 2021 09:43:39
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Transaction #:	746bacc7-1d5f-464c-97b8-7a77dc79e7ad
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Table 1. Study Design

1000

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RFQ-2021-3-546 - PeopleSoft Development and Support

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HST#: 866249246 RT0001

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Email: billing@spyresolutions.com
Transaction #: f77f538c-ea75-432e-824e-f34f910c2f8a
Submitter's IP Address: 99.244.173.211

Total Area of Forests 2000

75(1)(a)(i), 75(1)(a)(ii), 77(1)(a), 77(1)(c)

(i), 75(1)(a)(ii), 77(1)(a), 77(1)(c)

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Contact: Alessia Sirotti

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Phone: 514-377-0676

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RFQ-2021-3-546 - PeopleSoft Development and Support

Vendor Details

Company Name: The Business & Technology Resource Group, Inc.
Does your company conduct business under any other name? If yes, please state: BTRG
Address: 280 Duff Crescent
Milton, Ontario L9T0W7
Contact: Courtney Smith
Email: courtneysmith@btrgroup.com
Phone: 716-239-7756
Fax: 877-287-4462
HST#:

Submission Details

Created On:	Tuesday May 18, 2021 10:22:13
Submitted On:	Monday May 31, 2021 07:55:23
Submitted By:	Courtney Smith
Email:	courtneysmith@btrgroup.com
Transaction #:	e6095bf2-0d8d-4a4c-a9a9-ccacbf4a567
Submitter's IP Address:	74.110.52.169

Total Area and Points 200

[Resume o Individual o Technical Skills](#) - Ma o n omzab B RG Resume May 202 pd - Monday May 3 202 07 45 03
[Siddhesh auzka B RG Resume May 202 pd - Monday May 3 202 07 40 30](#)
[B ien Hack B RG Resume May 202 pd - Monday May 3 202 07 34 27](#)
[Resume o oot Management - ohn Zook B RG Resume May 202 pd - Monday May 3 202 07 39 06](#)
[Resume o ime and abou Experience - David Cudthry B RG Resume May 202 pd - Monday May 3 202 07 54 34](#)



RFQ-2021-3-546 - PeopleSoft Development and Support

Vendor Details

Company Name: Tundra Technical Solutions
Address: 1 Eglinton Ave East
Suite 705
Toronto, Ontario M4P3A1
Contact: Alexandra Campbell
Email: acampbell@tundratechnical.ca
Phone: 647-267-4982
Fax: 416-570-4663
HST#: 856204904 RT0001

Submission Details

Created On: Tuesday May 25, 2021 08:31:54
Submitted On: Monday May 31, 2021 15:23:36
Submitted By: Alexandra Campbell
Email: acampbell@tundratechnical.ca
Transaction #: b343a3a6-0a08-4558-96c9-a10fab482810
Submitter's IP Address: 135.23.115.198

Total Area and Points 200

)(a)(ii), 77(1)(a), 77(1)(c)

0.075	20

Northern Knowledge and

75(1)(a)(i), 75(1)(a)(ii), 77(1)(a), 77(1)(c)

Total Area also equals 50

Respondents should use this space to upload documents if the same person is providing services to more than one Area; only one document CV is required.

- [Resume - Individual - a schribal Skills](#) - us Ma In - ecrino- functional Consultant pd - Monday May 3 202 5 02 34
- [Resume - Individual 2 - a schribal Skills](#) - imothy Whie - ecploft Developer pd - Monday May 3 202 5 04 59
- [Resume - Individual 3 - a schribal Skills](#) - Simon Oun - ecpofo I Derve ope pd - Monday May 3 202 5 07 0
- [Resume - a act Management](#) - Robt I Sards a - ect Mene - cnsu May 3 202 4 59 6
- [Resume - us Ma In - ecrno- func onal Conslant pd - Monday May 3 202 5 02 44](#)

Addenda Terms and Conditions

I/We have thoroughly examined the items in the RFQ and all addenda and understand the items in the RFQ and acknowledge and agree to be bound by the RFQ.
2. I/We have carefully reviewed and thoroughly understand all the terms and conditions of the RFQ and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
3. I/We have carefully reviewed and understand all the terms and conditions of the RFQ and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
4. I/We agree to be bound by the terms and conditions and have authorized by to bind the Corporation and submit this Bid on behalf of the Bidder. I/We agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
If I/We agree to be bound by the terms and conditions and have authorized by to bind the Corporation and submit this Bid on behalf of the Bidder, I/We agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda and agree to be bound by the RFQ and all addenda.
The Bidder acknowledges and agrees that the addendum addenda below is/are part of the Bid Document.
Please check the box in the column "ave" or "s" or "m" below to acknowledge each of the addenda.

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A. • • •		B. • • •	
Tue May 20 2023 10:00 AM		B	