



REQUEST FOR PROPOSAL (RFP)

RFP# NBCC2026-001

FOR

PEOPLESOFT SERVICES – PROJECT CUSTOMIZATION & DEVELOPMENT

FOR

**THE NEW BRUNSWICK COMMUNITY COLLEGE (NBCC)
INFORMATION TECHNOLOGY**

**284 Smythe Street
Fredericton, NB
E3B 3C9**

**CLOSING DATE/TIME: April 29, 2025, at 2:00 P.M. (14:00 hrs.)
Atlantic Standard Time (AST)**

NBCC Procure-to-Pay (P2P)
April 2025

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REQUEST FOR PROPOSAL (RFP) # NBCC2026-001

PEOPLESOFT SERVICES - PROJECT CUSTOMIZATION & DEVELOPMENT

1. SECTION 1 – REQUEST FOR PROPOSAL (RFP) INFORMATION

1.1. RFP # & TITLE: NBCC2026-001 – PEOPLESOFT SERVICES - PROJECT CUSTOMIZATION & DEVELOPMENT

1.2. OBJECTIVE

The New Brunswick Community College (hereinafter referred to as NBCC) Procure-to-Pay (hereinafter referred to as P2P) Department will coordinate the Request for Proposal (RFP) process for “**PEOPLESOFT SERVICES - PROJECT CUSTOMIZATION & DEVELOPMENT**” on behalf of NBCC Information Technology Department. This Service contract is inclusive of a three (3) year term and shall commence and be inclusive of the period from May 1, 2025 until April 30, 2028 with the option to renew for two (2) additional two (2) year term running from May 1, 2028 to April 30, 2032. The successful Proponent(s) will be responsible for providing all necessary skills, experience, labor, software, and resources for PeopleSoft Services – Project Customization & Development.

1.3. DOCUMENTS

RFP documents will be provided in PDF format to prospective bidders using the NBON bid submission process. No other request for the provision of documentation will be entertained or offered by NBCC.

1.4. INFORMATION AND/OR INQUIRIES DURING THE SOLICITATION PERIOD

1.4.1. All requests for information, any questions or inquiries concerning this RFP must be submitted in writing to P2P@nbcc.ca and are to be directed to the attention of NBCC Procure-to-Pay (P2P).

Please reference the RFP number, closing date, and paragraph/page numbers to ensure a prompt, accurate reply. Our preferred method of communication is email to P2P@nbcc.ca, as listed on the Request for Proposal (RFP) Notice Advertisement.

1.4.2. Inquiries must be received no later than forty-eight (48) hours prior to the closing date and time. Questions or inquiries received after that time may not receive a response.

1.4.3. Verbal responses to any questions or inquiries are not binding on either party and/or all correspondence must be in writing by email to P2P@nbcc.ca. To ensure consistency

and quality of the information provided, NBCC will examine the content of each question or inquiry and will decide whether to issue an addendum to the RFP.

- 1.4.4. RFP information that is provided by a source other than NBCC P2P is not official and shall not be relied upon in any way. During the solicitation period, Proponent(s) to this RFP shall not communicate directly with the end-user unless authorization is received by NBCC P2P. Failure to comply may result in the rejection of your bid submission.

1.5. IMPORTANT DATE

Closing Date and Time: April 29, 2025, at 2:00 P.M, AST

Proposals received after the Closing Date and time will **not** be considered and will be returned unopened to the Proponent(s). Each Proponent is responsible for ensuring that proposals are received at the address referred to in SECTION 1.6 - RFP SUBMISSION. NBCC reserves the right to extend the Closing, if necessary, for reasons beyond its control, such as extreme weather or transportation conditions.

1.6. RFP SUBMISSION

- 1.6.1. RFPs shall be submitted to:

Email to: P2P@nbcc.ca

with the Subject Line: NBCC2026-001 – PEOPLESOFT SERVICES - PROJECT
CUSTOMIZATION & DEVELOPMENT

- 1.6.2. RFPs must be received, in full, prior to 2:00 p.m., AST, on the closing date specified above.

Request for Proposal responses received after the closing date and/or time will not be eligible for submission. It is the responsibility of the Proponent(s) to ensure the successful delivery of their submission. NBCC will not consider a late submission (received after the deadline) that has been the result of the inability of the Proponent's delivery agent to deliver the Proponent's submission prior to the closing date and time.

- 1.6.3. Proponent(s) are reminded to complete and return:

- Vendor Information Form (APPENDIX A)
- Price Submission Form (APPENDIX B)
- Reference Information Form (Appendix C)

- 1.6.4. Proponent(s) are required to submit resumes for the following roles with their bid submission:

- **Service Delivery Manager** (the key person responsible for ensuring the delivery of services to NBCC)
- **Account Manager** (the key person managing the relationship with between the Proponent and NBCC)
- **Application Development Team Lead** (the key person responsible for managing the project customization and development services)

1.7. SUBMISSION SIGNATURE

All submissions must be signed by a representative of the Proponent's company with the lawful signing authority and include the name of one (1) representative for all communication concerning this RFP. The Vendor Information Form (APPENDIX A), when completed by the Proponent(s) shall act as the submission signature.

1.8. IRREVOCABILITY OF RFP OFFER

1.8.1. Upon the closing deadline, all bid submissions become irrevocable, and no words or comments may be added to and/or removed from said submission unless requested by NBCC for purposes of clarification. By submission of a bid response, the Proponent(s) agrees that should its submission be deemed successful, the Proponent(s) will enter into a Contract with NBCC. This irrevocability is only valid for a period of sixty (60) days after the closing date.

1.8.2. All responses to this RFP are therefore identified as an RFP offer and once submitted become a legal offer that shall be binding and irrevocable until such time as the Bid Submitter receives written notification that the Contract has been awarded to a successful Proponent(s); or NBCC has rejected all RFP submissions; or for a period of sixty (60) working days following the date of the RFP opening. This period may be extended if requested by NBCC and agreed to by the Proponent(s) in writing.

1.8.3. Prior to the time and date of the RFP closing deadline, any Proponent(s) may withdraw or change their RFP submission, without penalty or forfeiture, by giving notice in writing to:

Email: P2P@nbcc.ca

with the Subject Line – NBCC2026-001 – PEOPLESOFT SERVICES - PROJECT CUSTOMIZATION & DEVELOPMENT

1.8.4. After the opening of the RFP, the Proponent(s) shall not be offered, nor shall they request a withdrawal of their submission. The request for a withdrawal of a bid submission shall only be entertained by NBCC once a submission has been approved and awarded to a successful Proponent(s) and a formal Contract has been executed in respect thereof.

1.8.5. An RFP offer is binding and irrevocable on the person(s) submitting the RFP until such time as they receive written notification that the Contract has been awarded to a successful Proponent(s); or NBCC has rejected all RFPs; or for a period of sixty (60)

working days following the date of Opening. This period may be extended if requested by NBCC and agreed to by the Proponent(s) in writing.

2. SECTION 2 – ADMINISTRATIVE AND GENERAL INFORMATION

2.1. PURPOSE OF THE REQUEST FOR PROPOSAL

NBCC currently runs Oracle PeopleSoft Campus Solutions for our core administrative systems and is inviting firms with sufficient capacity, demonstrated experience, and who enable innovation in providing Application Management Services and Project Customizations and Development Services to submit a Proposal. This Request for Proposal (RFP) is being issued on behalf of NBCC - Information Technology (IT) department.

2.2. INTENT

2.2.1. The intent of this Request for Proposal is to select multiple Proponent(s) to deliver the necessary skills, experience, labor, equipment and resources to provide the following “Peoplesoft Services” for the New Brunswick Community College.

- **Project Customization and Development:** This includes the customization, development, and enhancement of PeopleSoft modules, as well as consulting services for project-specific requirements.

Vendors may submit proposals for this service. This RFP may result in multiple awards, with different vendors selected for **Project Customization and Development** based on their expertise, qualifications, and proposed solutions.

NBCC reserves the right to award contracts to multiple vendors to ensure the best fit for each service area.

2.2.2. This contract will be inclusive for the period from May 1, 2025, until April 30, 2028, with the option to renew for two (2) additional two (2) year terms running from May 1, 2028 to April 30, 2032, of each additional, optional year with the approval of both parties.

2.3. INFORMATION ABOUT THE NEW BRUNSWICK COMMUNITY COLLEGE

2.3.1. The New Brunswick Community College (NBCC) is one of two community college systems in New Brunswick. In May 2010, NBCC moved outside of Part 1 government and became a self-governed Crown Corporation.

2.3.2. NBCC has six campus locations, along with corporate office, which are spread throughout the province. More information regarding student enrollment numbers and program offerings can be obtained at NBCC's website, here: <http://nbcc.ca/>

Programming	
Number of Programs	188
Number of Courses	6580
Demographics	
Number of Enrolled Students	12,460
Number of Faculty	420
Number of Campuses/Locations	6

2.4. GENERAL PROVISIONS

- 2.4.1. All responses to this Request for Proposal (RFP) must adhere to all instructions, conditions, and responsibilities outlined in this RFP and must be received in their entirety including all requested documentation in response to this RFP to be considered (including appendices).
- 2.4.2. All bids MUST be stated in Canadian currency. Do not include Sales Tax (HST) in the unit or total price of your submission.
- 2.4.3. No obligation to enter a contract with any company is expressed or implied.
- 2.4.4. NBCC reserves the right to terminate the process without the award of a contract.
- 2.4.5. NBCC reserves the right to terminate the RFP process at any time if the proposed pricing materially exceeds the project budget, rendering the project cost prohibitive.
- 2.4.6. NBCC may negotiate adjustments with the selected proponent(s) prior to the final award of the contract.
- 2.4.7. NBCC intends to award the contract to multiple vendors to best meet NBCC's specific requirements. While a multi-vendor selection is preferred, NBCC reserves the right to adjust the award approach as needed to ensure optimal service delivery and operational efficiency.
- 2.4.8. To evaluate Proponent's submissions, NBCC will apply consistent principles and criteria to ensure fair and equitable consideration of all submissions received as long as said submissions meet the minimum requirements of the RFP. This will ensure that the Proponent(s) most capable of fulfilling the requirements is successful in obtaining the contract.
- 2.4.9. All pricing included within the awarded successful Proponent's submission shall be final and extend throughout the contract period and shall extend until the completion of the project. Any pricing fluctuations, be they increase(s) or decrease(s), that occur after the bid submission, shall be borne by the successful Proponent(s).
- 2.4.10. Pricing is to remain firm for a period of sixty (60) days from the date of closing of the RFP. This will include all fees and applicable charges as outlined in this RFP.

- 2.4.11. Should the Proponent(s) find discrepancies in, or omissions within this RFP, or should there be any doubt as to the meaning, an inquiry shall be made in accordance with SECTION 1.4 - INFORMATION AND/OR INQUIRIES DURING THE SOLICITATION PERIOD.
- 2.4.12. It is the Proponent's responsibility to provide all information requested. Failure to provide the requested information may result in rejection of the Proponent's submission.
- 2.4.13. The Proponent(s) shall be solely responsible for any errors, omissions, or misunderstanding resulting from the Proponent's failure to make a thorough examination of the documents. The Proponent(s) shall obtain all required information and shall not claim at any time after the submission of the submission or subsequent execution of any Agreement, that there was any misunderstanding with regard to the conditions imposed by the Agreement.
- 2.4.14. NBCC reserves the right to apply preferential treatment to New Brunswick and Canadian value-added companies in accordance with, and to the maximum level permitted in *Subdivision vi, Sections 128-137 of Regulation 2014-93 of the Procurement Act*. To be eligible for the application of preferential treatment, a prospective supplier must state clearly on its bid submission that (i) it is a New Brunswick Manufacturer, as defined in *Subdivision vi, Sections 128-137 of Regulation 2014-93*, and (ii) it will carry out all services within the province of New Brunswick. A prospective supplier that supplied false information on a previous competition may be deemed ineligible to receive preferential treatment on this competition. A prospective supplier that supplies false information on this competition may be deemed ineligible to receive preferential treatment in future competitions.
- 2.4.15. The Government of New Brunswick (GNB) and specifically, New Brunswick Community College (NBCC) is committed to fostering and sustaining a workplace that respects and protects the human rights of all staff and students. Every person within the Owner's property has the right to work in a respectful environment that is free from harassment. A respectful environment values diversity and inclusion, courteous conduct, equality, positive communication and professional working relationships. The Proponent(s), its employees, agents and subcontractors hereby identified in this Contract, will adhere to NBCC's Respectful Workplace Policy # 4202 (available upon request or online: [Maintaining a Respectful Community \(nbcc.ca\)](https://www.nbcc.ca/maintaining-a-respectful-community))
- 2.4.16. The successful Proponent(s) must ensure that all project customization and development services adhere to industry security compliance standards, subject to NBCC's Information Technology department review. If the developed application interacts with student data or NBCC systems, data transfers must be encrypted, and security controls must be implemented to manage individual and group access to the application, a demonstration of security configuration and framework may be required.
- 2.4.17. NBCC is committed to supporting local expertise and economic development. While all qualified vendors are encouraged to submit proposals, preference will be given to Canadian organizations that demonstrate the necessary expertise, experience, and

capacity to fulfill the requirements outlined in this RFP. Evaluation criteria will consider a vendor's presence in Canada, contribution to the local economy, and ability to provide services in compliance with Canadian regulations and standards.

- 2.4.18. NBCC reserves the right to refuse a bid submission in extraordinary circumstances, actual or reasonably foreseeable, relating to international trade, including the imposition of or increase in tariffs, if it is in the public interest to do so in accordance with Section 162.1 of the Goods and Services Regulation 2014-93 of the Procurement Act.

2.5. RFP DOCUMENTATION

- 2.5.1. Proponent(s) are requested to submit one (1) original submission (electronic copy). It is requested that all submissions be prepared in a comprehensive manner as to content. All costs associated with preparing a submission will be borne by the Proponent(s). As outlined in SECTION 2.7 - EVALUATION OF PROPOSALS, documentation that does not meet these requirements may be removed from the evaluation of the RFP process.
- 2.5.2. All proposals shall be prepared in a comprehensive manner as to content. Proposals shall not exceed 20 pages in length, excluding appendices and attachments that are part of the original RFP document. Resumes for proposed resources are exempted from the 20-page limit.
- 2.5.3. Included in the RFP Package is a Vendor Information Form (APPENDIX A), Price Submission Form (APPENDIX B), and Reference Information Form (APPENDIX C). The Proponent(s) MUST provide a profile of its company by completing the Vendor Information Form (APPENDIX A). The completion of forms: Price Submission Form (APPENDIX B), and Reference Information Form (APPENDIX C) are requested and MUST be returned with the bid submission. **These form(s) must be signed, dated and returned with the bid submission.**
- 2.5.4. All terms and conditions of this RFP are assumed to be accepted by the Proponent(s) and incorporated into their submissions unless otherwise indicated. Exceptions to or deviations from any item contained in the RFP must be expressly stated in the Proponent's submission.
- 2.5.5. Each Proponent who submits an RFP response is assumed to be acceptant of all terms and conditions of this RFP by the companies and incorporated into their proposals unless otherwise indicated. Each proposal submission under this RFP specification and whose proposal is accepted thereby shall be bound by the conditions of this RFP Specification and thereby shall accept this RFP Specification as a legal contract.

2.6. ADDENDA

NBCC reserves the right to amend or supplement the RFP document, giving equal information to all companies, by way of an issued addendum. Should clarification, additions, or modifications to this document become necessary, notification to companies will be in writing and posted on the New Brunswick Opportunities Network (NBON) under the applicable RFP number. Such Addenda shall become part of the RFP. No other interpretation shall be valid.

2.7. EVALUATION OF PROPOSALS

- 2.7.1. All RFP submissions will be initially evaluated as responsive or non-responsive. To be evaluated as responsive, the Proponent(s) must meet all mandatory requirements. Non-responsive submissions will receive no further consideration.
- 2.7.2. All proposals will be evaluated by a committee comprised of NBCC personnel and will be evaluated against criteria as determined by NBCC and not subject to discussion or negotiation with any supplier. The right is reserved to make multiple awards based directly on the proposals submitted. The suppliers will be chosen on the basis of the evaluation process described in SECTION 5 - EVALUATION PROCESS.
- 2.7.3. Upon preliminary evaluation and scoring, NBCC may finalize the scoring or initiate selected Proponent(s) presentations, at its discretion. Details are included in SECTION 5 - EVALUATION PROCESS.
- 2.7.4. If NBCC elects to award an Agreement to one or more Proponent(s) as a result of the RFP process, the award decision will be made on the basis of the submission most advantageous to NBCC, determinable by NBCC at its discretion. NBCC reserves the right to select multiple vendors if necessary to meet its specific requirements. Additionally, NBCC may reject any or all bid submissions for any reason(s) NBCC deems proper. NBCC reserves the right to request any additional information deemed necessary to evaluate any submission and may do so without contacting all Proponent(s). The RFP process may include presentations and/or demonstrations by Proponent(s).

2.8. NOTIFICATION TO PROPONENT(S)

As soon as possible after the proposals have been evaluated, the Evaluation Committee will make a recommendation to the Steering Committee for the awarding of the contract. A short list of one or more may be identified and additional information may be requested from any of those on the list. NBCC reserves the right to alter this process as it sees fit.

2.9. OUT OF SCOPE

- 2.9.1. Projects that are currently in progress with the existing vendor at the time of this RFP's issuance will be considered **out of scope**. The successful Proponent(s) will not be

responsible for the completion, support, or transition of these ongoing projects as part of this engagement. This RFP solely covers new initiatives and services outlined in **SECTION 3 - SPECIFICATIONS AND SCOPE OF WORK.**

2.10. DELIVERY OF SERVICES

- 2.10.1. The successful Proponent(s) must be responsible for any damage resulting from delivery of Peoplesoft Project Customization and Development service.
- 2.10.2. The successful Proponent(s) must provide a project timeline outlining the estimated number of days or hours required for each contract as part of Peoplesoft Project Customization & Development services. This timeline should reflect a structured and realistic approach to completing the work efficiently within the contract period.

2.11. WARRANTY

- 2.11.1. All submissions are to provide the manufacturer's product warranty information with their quotation; materials provided herein shall be warranted from the date of final acceptance by an authorized NBCC representative and only after transition or delivery has been completed and accepted within the purview of said authorized NBCC representative.
- 2.11.2. The warranty provided by the successful Proponent(s) with respect to the Peoplesoft Services is set forth as follows:
 - 2.11.2.1. The successful Proponent(s) hereby warrants to NBCC that the Peoplesoft Services delivered under this agreement will carry out the following warranties: all solutions will include a minimum of 60 days support warranty.
 - 2.11.2.2. The successful Proponent(s) shall provide a written guarantee of 60 days referencing the warranty period for all materials and/or work provided herein this RFP. This guarantee must be received with the invoice for payment.
 - 2.11.2.3. All warranty guarantee documentation shall be issued in the legal name of the New Brunswick Community College denoting NBCC as the Beneficiary. NBCC shall be the sole authority as to the acceptance of the warranty documents.

2.12. EXTENSION OF CONTRACT

- 2.12.1. At the discretion of NBCC, the contract may be extended for up to two (2) additional two (2) year period subject to the terms and conditions negotiated in accordance with this RFP.
- 2.12.2. Extension requests of the negotiated contract may and shall be formally submitted by written request via email or hard copy by either NBCC to the Contractor or by the Contractor to NBCC two (2) months prior to the expiration date of the contract and

must be agreed to by both parties prior to the commencement of any work being completed for the extension period of the Contract.

- 2.12.3. It is desirable that the terms, conditions, and pricing of the existing contract be applicable to the optional, extension year; however, minor alterations in the terms, conditions and/or pricing may be negotiated prior to commencement of the optional year(s), upon mutual agreement of both parties.

2.13. CONTRACT CANCELLATION

- 2.13.1. If the successful Proponent(s) fails to comply with the Terms and Conditions, and Specifications outlined in this RFP document, NBCC reserves the right to cancel this RFP within thirty (30) calendar days of receipt of written notice and award it to another Proponent(s) without penalty or action against NBCC. This will include, but not be limited to, unsatisfactory performance by the Proponent(s), his/her employees and or subcontractors, significant or repetitive deficiencies, use of inexperienced / unqualified staff, poor quality of workmanship and/or materials, and/or unresolved problems. NBCC maintains the right to determine the level of performance that is satisfactory. In addition to any investigation of complaints, the general performance of the successful Proponent(s) and his/her employees shall be assessed on an ongoing basis, and any deficiencies or complaints shall be reported in writing by the end user to NBCC Procure-to-Pay (P2P). Should the resulting Contract be cancelled, NBCC reserves the right to remove your company name from its Proponent's list for an indeterminate period.
- 2.13.2. NBCC also retains the right to terminate the Contract should funding appropriations be discontinued, and NBCC deems it necessary, to terminate the Contract. NBCC shall endeavor to provide the successful Proponent(s) within ten (10) calendar days written notice of its intention to terminate the agreement.
- 2.13.3. NBCC reserves the right to cancel any resulting Agreement in whole or in part for any reason(s) NBCC, at its own discretion, deems proper.
- 2.13.4. NBCC reserves the right to terminate any resulting Agreement in whole or in part with or without cause.
- 2.13.5. Notice of cancellation or termination will be by means of an electronic copy (email) of a letter. The cancellation or termination will be effective immediately upon receipt of the electronic copy.
- 2.13.6. NBCC shall be held harmless from all claims, demands, losses, actions, suits, or proceedings arising from the cancellation or termination.
- 2.13.7. In the instance of contract cancellation due to non-performance by the supplier, poor service or any reason whatsoever, NBCC reserves the right to re-award based on the qualified RFPs received initially, re-tender or delete the items from the contract.
- 2.13.8. If, at any time, the selected service provider is deemed unsatisfactory for reasons of non-performance, NBCC may terminate the contract at its convenience, with no additional liability for NBCC. Once the contract is terminated, NBCC can then commence negotiations with the new company.

2.14. SERVING NOTICES

- 2.14.1. Any notice required to be given to the Proponent(s) shall be in writing and shall be forwarded by certified mail or courier addressed to the Proponent(s) at the address provided at the time of tendering or at such other address as the Proponent(s) may advise by notice in writing.
- 2.14.2. Any notice required to be given to the Proponent(s) shall be in writing and shall be sent electronically by facsimile or email.

2.15. DEFAULT OR REMOVAL OF WORK FROM PROPONENT

- 2.15.1. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary, where the successful Proponent(s) has made default or delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of NBCC and NBCC has given notice thereof to the successful Proponent(s) and has by such notice required the successful Proponent(s) to put an end to such default or delay and such default or delay continues for ten (10) days after such notice was given.
- 2.15.2. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has made default in the completion of the work, or any portion thereof, within the time limited for such completion by the contract.
- 2.15.3. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has become insolvent.
- 2.15.4. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has committed an act of bankruptcy.
- 2.15.5. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has abandoned the work.
- 2.15.6. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has made an assignment of the contract without the required consent.
- 2.15.7. The default or removal of work from the successful Proponent(s) may and/or shall be deemed as necessary where the successful Proponent(s) has otherwise failed to observe or perform any of the provisions of the contract.
- 2.15.8. NBCC may, without any other authorization, take all or any portion of the work out of the successful Proponent's hands and may employ such means as NBCC may see fit to complete the work.
- 2.15.9. Where the work or any portion thereof has been taken out of the successful Proponent's hands under SECTION 2.15 - DEFAULT OR REMOVAL OF WORK FROM PROPONENT(S), the successful Proponent(s) shall not be entitled to any further payment in respect of the work so affected including payments then due and payable but not paid. The obligation of NBCC to make payments in respect thereof as provided for in the Terms of Payment shall be at an end with respect to that portion of the work

taken out of the Successful Proponent's hands, and the Successful Proponent(s) shall be liable to and upon demand therefore shall pay to NBCC an amount equal to all loss and damage suffered by NBCC by reason of the non-completion of the work by the successful Proponent(s).

- 2.15.10. Where the work or any portion thereof has been taken out of the successful Proponent's hands under SECTION 2.15 - DEFAULT OR REMOVAL OF WORK FROM PROPONENT(S) and is subsequently completed by NBCC, NBCC shall thereafter determine the amount, if any, of holdback and progress claims of the successful Proponent(s) in respect thereof unpaid at the time of taking the work out of the successful Proponent's hands, and in the opinion of NBCC are not required for the purposes of the contract, NBCC shall, authorize payment of the amount to the successful Proponent(s).

2.16. TERMINATION OF CONTRACT

- 2.16.1. NBCC may terminate this contract, or portions thereof, as a result of, but not limited to, divestiture of assets, unoccupied periods, construction renovations or convenience by giving notice in writing to the successful Proponent(s).
- 2.16.2. The successful Proponent(s) shall upon receipt of a notice pursuant to SECTION 2.15 - DEFAULT OR REMOVAL OF WORK FROM PROPONENT(S) shall cease all operations forthwith.
- 2.16.3. If the contract is terminated pursuant to SECTION 2.15 - DEFAULT OR REMOVAL OF WORK FROM PROPONENT(S), NBCC shall pay to the successful Proponent(s) an amount equal to the value, as agreed upon by the successful Proponent(s) and NBCC, of all work performed by the successful Proponent(s) as of the date of termination less all amounts already paid to the successful Proponent(s) by NBCC and less all amounts which the successful Proponent(s) is liable to pay to NBCC.
- 2.16.4. If it is in the best interest of NBCC to cancel any portion of the work tendered, the successful Proponent(s) agrees to accept this decision and will make no claims against the NBCC for any costs due to cancellation. Any credits due will be deducted from the contract and the amount of the deduction shall be agreed upon in writing by the successful Proponent(s) and NBCC.

2.17. PAYMENT TERMS

- 2.17.1. Proponent(s) are requested to include any proposed payment terms with their tender submission. In the event the Proponent(s) does not specify a payment term, the standard payment term of "Net 30" days from date of monthly progress invoices shall prevail.
- 2.17.2. Payment(s) shall be authorized upon verification that the work completed meets the Specifications as detailed in this RFP and have been completed in accordance with the Terms and Conditions of the RFP Contract, to the satisfaction of NBCC.
- 2.17.3. *At its discretion*, NBCC shall apply a statutory Holdback equal to fifteen percent (15 %) of the RFP value shall be withheld until thirty (30) days following:
- 2.17.3.1. The date of Provisional Acceptance, whereupon it shall be released, pending verification that, no liens have been registered. At the time of Provisional

Acceptance, NBCC shall establish a deficiency holdback based on the value of work and systems do not complete at that time. Such amount shall be withheld until such work and systems are completed to the satisfaction of NBCC.

2.17.3.2. The successful Proponent(s) shall make application for the release of the deficiency holdback by standard progress payment application. Before the deficiency holdback amount will be released, the successful Proponent(s) must furnish a signed Statutory Declaration stating that all persons who have been employed upon the works, or who have furnished equipment and materials for the works, have been fully paid.

2.17.4. Payment Terms may be negotiated with the successful Proponent(s).

2.18. AGREEMENT AND LEGAL JURISDICTION

2.18.1. Any resulting Agreement will take the form of an official Purchase Order and/or a Memorandum of Agreement from NBCC, based on this RFP Request (including any addenda and appendices) and the successful Proponent's proposal submission.

2.18.2. No goods and or services are to be provided without an official NBCC Purchase Order and/or Memorandum of Agreement.

2.18.3. Any person, proprietorship, corporation, or other entity who submits a proposal agrees that they have accepted the Terms and Conditions of the RFP process. There shall be no other Agreement governing this RFP Request without the express written consent of NBCC.

2.18.4. This RFP request and any resulting Agreement shall be governed by the Laws of New Brunswick and shall be subject to the jurisdiction of the Courts of New Brunswick.

2.19. PATENT OR COPYRIGHT

The Proponent(s) undertakes that none of the materials offered infringe on any Patent or Copyright, and that the successful Proponent(s) will pay all Royalties, Copyright and Patent fees. The successful Proponent(s) will indemnify and hold NBCC harmless for any loss, damages, resulting suits or claims resulting from infringement or alleged infringement of Patents or Copyrights at the time of or following awards from the RFP Requests.

2.20. ASSIGNMENT

2.20.1. The successful Proponent(s) shall not assign any resulting Agreement or any part of it and may not employ anyone as a subcontractor or otherwise, to perform any part of its obligations under any resulting Agreement without prior written consent of NBCC.

2.20.2. Any approved assignment will not relieve the successful Proponent(s) of its obligations under the terms of any resulting Agreement.

- 2.20.3. The Proponent(s) agrees that they shall not in any manner, transfer or assign this RFP or subcontract any of the work required to be performed hereunder without the prior written consent of NBCC.

2.21. CONFIDENTIALITY AND SECURITY OF INFORMATION

- 2.21.1. This document, or any portion thereof, may not be used for any purpose other than a submission to this RFP Request.
- 2.21.2. Proponent(s) must not disclose any details or information pertaining to any project, service or program obtained by the Proponent(s) as a result of their participation in this RFP Request to anyone not specifically involved in their respective submission, without the prior written approval of NBCC.
- 2.21.3. NBCC will treat all submitted submissions with strict confidentiality. This shall not apply to information which is already known to the general public, or which later becomes known to the general public by acts not attributable to the breach of NBCC's obligations hereunder.
- 2.21.4. Proponent(s) are advised that NBCC is included as an educational body as defined in the Right to Information and Protection of Privacy Act. All documents, including proposals, submitted to NBCC will be subject to provisions and disclosure requirements under the New Brunswick Right to Information Act and Privacy Act. By submitting a proposal, the Proponent(s) thereby agrees to public disclosure of its contents in accordance with this Act. Any information the Proponent(s) considers 'personal information' because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the New Brunswick Right to Information Act and Privacy Act. Comparative information on submissions will not be divulged except where required under the New Brunswick Right to Information Act and Privacy Act.

2.22. INDEMNIFICATION

The successful Proponent(s) shall indemnify and save harmless NBCC, its Board of Governors, employees, servants, agents and students from any and all actions, claims and suits brought about as a result of the Proponent(s) operations as carried out under this Agreement.

2.23. ARBITRATION

Any controversy or claim arising out of or relating to this RFP or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with any and all federal, provincial and municipal legislation in effect on the date of the RFP, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The lowest or any proposal will not necessarily be accepted.

2.24. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

NBCC makes no guarantee of the value or volume of work to be assigned to the successful proponent(s). The agreement to be negotiated with the selected proponent(s) will not be an exclusive contract for the provision of the described Deliverables. NBCC may contract with

others for goods and services the same as or similar to Deliverables or may obtain such goods and services internally.

3. SECTION 3 – SPECIFICATIONS AND SCOPE OF WORK

3.1. PROJECT CUSTOMIZATION AND DEVELOPMENT

This section details the anticipated customization and development services that will enable NBCC to tailor PeopleSoft Campus Solutions to meet NBCC's specific needs to meet our project goals. The team will consist of various roles to ensure the successful delivery of customizations, enhancements, and support services.

A sample of the types of services that may be required, but not limited to, are outlined below.

3.1.1. Team Roles and Responsibilities

3.1.1.1. Application Developer

- Responsible for designing, developing, and implementing customizations and enhancements to PeopleSoft Campus Solutions based on NBCC's business requirements
- Conduct unit and integration testing for newly developed system features, customizations, enhancements and fixes
- Collaborate with Business System Analysts to ensure alignment with functional requirements
- Provide technical design documentation and knowledge transfer to NBCC technical team regarding the completed development work

3.1.1.2. Technical Lead

- Provide technical oversight and leadership to the development team
- Lead the design and architecture of new customizations and integrations
- Review code and ensure compliance with development standards and best practices
- Assist in troubleshooting complex technical issues
- Facilitate knowledge transfer sessions with the NBCC technical team to ensure system knowledge continuity

3.1.1.3. Business System Analyst (BSA)

- Collaborate with stakeholders at NBCC to gather, document, and analyze business requirements, ensuring a thorough understanding of current processes and identify opportunities for process enhancements or customizations to meet business needs
- Develop functional specifications for technical teams and configure PeopleSoft modules as required (e.g., 3C's, translate values, table updates) and provide

expert recommendations on leveraging PeopleSoft's delivered functionality to reduce the need for customizations

- Develop test cases for all new features, customizations, and fixes, conduct functional, system, and regression testing to ensure all changes meet business and functional requirements, and track and manage defects, ensuring resolution with the development team
- Assist in the preparation and execution of user acceptance testing (UAT), validating that all solutions meet the needs of NBCC and ensure all changes are thoroughly tested and validated before deployment to production
- Act as a bridge between business users and the technical team, facilitating clear communication to ensure the correct implementation of business needs and guide developers on functional requirements and ensure development aligns with NBCC's goals
- Prepare comprehensive test scripts, scenarios, and documentation of test results, provide regular reporting on testing outcomes and ensure transparent communication regarding project status and defect resolution

3.1.1.4. Project Manager (PM)

- Develop and maintain project plans, timelines, and resource allocation
- Ensure clear communication between NBCC, the development team, and external vendors
- Manage risks and provide mitigation strategies to keep the project on track
- Provide regular project updates and status reports to NBCC stakeholders

3.1.1.5. Deliverables

- Project management documentation (i.e. Project plans, deployment plans, etc.)
- Customizations and enhancements implemented based on NBCC's requirements
- Break/fix solutions applied and documented
- Technical and functional design documentation
- Tested and validated solutions ready for deployment
- Knowledge transfer sessions completed with the NBCC team

- 3.1.2. Service Overview and Requirements:** The mission of the Information Technology (IT) department of NBCC is to empower the NBCC community through information technology excellence and stewardship. We strive to provide a dynamic, technology-driven environment that fosters continuous improvement, and advanced learning.

To that end, the primary business objective with regards to our service management agreements is to maximize the benefits offered by our enterprise applications and ensure a high level of user satisfaction at a reasonable price. NBCC wishes to form a mutually beneficial relationship and work closely with the Proponent(s) selected through the RFP process. Throughout the contract period, each party to the contract should have incentive to improve the NBCC's enterprise applications and related support processes and services (e.g., user experience, process automation, self-service,

data integration, business process optimization, access to information).

NBCC realizes that it needs to change business processes and practices related to its enterprise applications, especially as the technology landscape evolves. The service agreement is expected to provide a catalyst for this change through the application, and process management expertise of the Proponent(s).

The PeopleSoft applications are currently hosted in a Cloud Managed Services offering that provides redundant network circuits between NBCC and the primary data center and between the primary and Disaster Recovery data center.

3.1.2.1. These services will be provided as part of the base contract between NBCC and the selected Proponent(s). Services may include, but are not necessarily limited to, the following:

- Designing and developing new system features or modules within the PeopleSoft Campus Solutions environment
- Developing new custom reports (i.e. SQR's, queries) for advanced analytics
- Implementing advanced system configurations for unique business scenarios
- Modifying and customizing existing functionalities based on evolving business requirements
- Conducting requirements gathering sessions to ensure proper alignment of solutions with business needs
- Developing and modifying PeopleSoft objects, such as components, records, pages, and workflows
- Managing the development of custom reports, interfaces, and conversions
- Designing and developing integration solutions between PeopleSoft and third-party systems
- Implementing changes based on PeopleSoft regulatory updates and custom development needs
- Providing functional and technical analysis related to new developments
- Ensuring customizations are compatible with future PeopleSoft upgrades, patches, and maintenance bundles

In delivering the above services, the Proponent(s) is/are expected to ensure the following:

- Changes are managed using leading practices to ensure performance, efficiency, maintainability, and scalability.

- Development standards and processes including code reviews, migration processes, security controls, version control and documentation, are followed rigorously adhering to NBCC standards.
- Proponent(s) are accountable for documenting test scenarios and completing unit testing, system integration testing, coordination with user acceptance testing, and any additional testing required for custom developments.
- Comprehensive testing strategies, including functional, performance, and security testing, are applied as necessary.

These services are to be provided as part of the base contract between NBCC and the selected Proponent(s).

3.1.3. Delivery of Services

- 3.1.3.1. **Resourcing:** The selected Proponent(s) will be expected to ensure that the services they have committed to deliver are resourced appropriately and that the resources assigned to deliver the services have the necessary skills and competencies. When a change in resources is required, the selected Proponent(s) must demonstrate that appropriate transition and training of resources has occurred.
- 3.1.3.2. **Location and Space:** Minimal hoteling workspace may be made available on an as needed basis. Otherwise, the Proponent(s) are responsible for all accommodation-related costs associated with the provision of services (e.g., office space, computers, telephones, etc.).
- 3.1.3.3. **Performance Measurement:** NBCC expects regular reporting that will support measuring the selected Proponent's performance. A performance scorecard will be jointly developed that focuses on the ability of the Proponent(s) to achieve NBCC's outcomes.
- 3.1.3.4. **Work Hours:** The proponent(s) are expected to be available for meetings and non-critical support calls for at least four (4) of NBCC's business hours (8:15am-4:30pm Atlantic Time).

3.1.4. Innovation in the Delivery of Services

NBCC expects the selected Proponent(s) to look for opportunities to innovate, improve services to students, faculty and staff, and reduce the cost of those services. NBCC is open to considering creative models proposed by the Proponent(s) that will support innovation.

NBCC will require regular reporting on innovation, savings and value-added services

provided by the selected Proponent(s) that is separate and distinct from regular operational reporting.

3.1.5. Annual Review of Services

During the term of the agreement, NBCC will meet with the successful Proponent(s) annually to review the services provided, considering changes in the environment and NBCC's requirements. It is expected that any material adjustments will be mutually agreed to and incorporated into the agreement for the subsequent year(s).

3.1.6. Security & Audit

Proposals shall confirm that the Proponent(s) agrees to this confidentiality clause and provide information on how the Proponent(s) will ensure compliance with the clause.

3.1.6.1. Confidentiality Clause

- 3.1.6.1.1. Prior to performing any Services, the Proponent(s) and their employees, agents and subcontractors who may access NBCC data and software shall execute NBCC agreements and forms concerning access protection and data/software security.
- 3.1.6.1.2. The Proponent(s) and their employees, agents and subcontractors shall comply with all policies and procedures of NBCC regarding data access, privacy and security, including those prohibiting or restricting remote access to NBCC systems and data.
- 3.1.6.1.3. NBCC shall authorize, and issue, Campus credentials, and the Proponent(s) agrees that the same shall be used only by the personnel to whom they are issued.
- 3.1.6.1.4. The Proponent(s) shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible.
- 3.1.6.1.5. The Proponent(s) shall provide NBCC with an updated list of personnel having access to NBCC's systems, software, and data, including the level of such access. This list must be submitted at least quarterly or upon any personnel change, and additionally, whenever requested by NBCC.
- 3.1.6.1.6. Computer data and software, including NBCC data, provided by NBCC or accessed (or accessible) by Proponent(s) personnel or subcontractor personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited in any manner whatsoever.
- 3.1.6.1.7. It shall be the Proponent's obligation to maintain and ensure the confidentiality and security of NBCC data.

- 3.1.6.1.8. All devices used to access the environment must be secured with industry-standard security software. This includes, but is not limited to, antivirus programs, firewalls, and encryption tools.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) makes reasonable effort to notify the other party; and (b) the other party has the opportunity to challenge the disclosure.

3.2. APPLICATION DESCRIPTION & METRICS

The Oracle PeopleSoft Enterprise application descriptions are organized into the following groupings:

- Campus Solutions (CS), Version 9.2

The current customized extensions and integrations include:

- Brightspace – Learning Management System ([D2L | Online Learning Platform | Creators of the Brightspace LMS Software](#))
- ReGroup – Mass Notification and Alert Management System (<https://www.regroup.com/>)
- Cherwell – Service Management Software (<https://www.ivanti.com/company/history/cherwell>)
- Integrated Document Management System (IDMS) - Curriculum Management System (in-house application)
- BLUE – Course Summary Survey Application (<https://explorance.com/products/blue/>)
- SYNERGY – Student Clearance Application ([Synergy Gateway \(sgappserver.com\)](https://www.sgappserver.com/))
- CRM API – Microsoft Dynamics 365 Integration
- SQL Server Integration Services (SSIS) – Data Migration and Integration
- SNB Payment Gateway – used by our iApply online application solution
- PayMyTuition Payment Gateway (<https://www.paymytuition.com/>)
- Realex Payment Gateway - used by our iApply course registration solution
- Virtual Admissions Systems (VAS) - admissions platform
- NBCC Website - Course data feed to support Continuing Education offering search (Future; under development)
- NBCC@Work (SharePoint): Some reports created in Campus Solutions are written to NBCC collaborative portal.
- Active Directory - Sign on/security integration with Campus Solutions
- Oracle FIS: Data extracted from SIMS is used to load financial transactions manually.
- Contact Form - Program Change Request
- Student Email Update

Details on PeopleSoft Campus Solutions are provided below, including the minimum / maximum volumes and the metrics for PeopleSoft and customized software, which shall be supported by the Service Provider.

Campus Solutions

The following application modules are operated and supported in PeopleSoft Campus Solutions (CS) (all are version 9.2):

- Campus Community
- Student Financials
- Student Records
- Recruiting and Admissions
- Student Self-Service
- People Tools – Version 8.59.11 (including reporting Software SQR, PSQuery and BI Publisher)

Significant “Bolt-ons” (non-PeopleSoft delivered solutions constructed with PeopleTools)

- iApply: Online application solution using AAWS and other PeopleSoft web services. Continuing Education Course Online Registration and Payment.

Service Bands for Production Databases

Customized Objects		Customized Objects	
Description	Volume	Description	Volume
Records	2094	URL Definitions	62
Records (Fields)	26130	Application Packages	46
Indexes	275	Application Package PeopleCod	133
Fields	1150	Services	15
Field Formats	1	Service Operations	28
Translate Values	703	Service Operation Handlers	33
Pages	579	Service Operation Versions	35
Menus	17	Service Operation Routings	2098
Components	221	IB Queues	3
Record PeopleCode	1266	BIP Template Definitions	127
Process Definitions	90	BIP Report Definitions	115
Server Definitions	4	BIP File Definitions	817
Job Definitions	17	BIP Data Source Definitions	13
Recurrence Definitions	191	WSDL	10
SQL Definitions	1252	Message Schemas	62
File Layout Definitions	2	Connected Query Definitions	1
Component Interfaces	13	Documents	254
Application Engine Programs	62	XML Documents	766
Application Engine Sections	94	Relational Documents	766
Message Nodes	28	Document Schemas	328
Messages	60	Delimited Documents	938
Component Interface PeopleCod	3	Positional Documents	766
Application Engine PeopleCode	152	Application Data Set Definitions	1
Page PeopleCode	200	Feed Definitions	3
Component PeopleCode	84	Feed Categories	3
Component Record PeopleCode	47	JSON Documents	766
Component Record Field PeopleCod	55	Related Content Definitions	21
Images	126	Related Content Services	7
Style Sheets	48	Related Content Configurations	35
HTML	41	Related Content Layouts	3
Permission Lists	1066	Search Definitions	1
Portal Registry Definitions	3	HTML Documents	766

NBCC			
Software Name	Version	Application	Purpose
Oracle PeopleSoft	9.2 PUM 26	Campus Solutions	

Campus Solutions			
PeopleTools	8.59.11		
Weblogic	14.1.0 64 - bit		
Tuxedo	12.2.2.0, 64-bit		
Visual Cobol	v6.0.0		
Oracle RDBMS	19c	Oracle Database Enterprise Edition	Production & Development
Linux			All Servers, Middle Tier
Digicert SSL Certificates		SSL Encryption	Web and Application Servers

Database Environments			
DB Name	Server	Application	Purpose
NBCCDEM	Dev	PS CS	Vanilla
NBCCPUM	Dev	PS CS	PUM updates
NBCCDEV	Dev	PS CS	Development
NBCCCTST	Dev	PS CS	Pre Production
NBCCUAT	Dev	PS CS	User Acceptance Testing
NBCCSTG	Dev	PS CS	Functional Testing
NBCCTRN	Dev	PS CS	Business Testing
NBCCPRD	Prod	PS CS	Production
NBCCDR	DR	PS CS	Disaster Recovery

3.3. MANDATORY AND DESIRED CRITERON

- 3.3.1. Proponent(s) shall include in their proposal for all requirements, or any sub-portion, and must make clear any scope that is excluded from or added to the proposal, as outlined in this RFP.

- 3.3.2. The successful Proponent(s) will be subject to a Privacy and Security Review completed by NBCC prior to the contract being awarded to ensure compliance.

3.4. SPECIAL PROVISIONS

The successful Proponent(s) shall, as far as is practicable, utilize New Brunswick labor and materials.

3.5. PRICING

Pricing must be supplied as per the Price Submission Form (APPENDIX B).

3.6. VENDOR PROFILE/COMPANY BACKGROUND AND EXPERIENCE

- 3.6.1. The Proponent(s) must include an overview of Proponent's company, its history, and a financial overview of the company. Should a submission be inclusive of, or contain multiple service providers, each submission must include an overview preparation for all service providers.
- 3.6.2. The proposal must include the Vendor's strategy in continuing to conduct business in this field, including strategic direction or vision, as they relate to solutions specific to the requirements outlined in this Request for Proposal (RFP).
- 3.6.3. Should a submission be inclusive of or contain multiple service providers, the submission must indicate, in detail, the percentage value of work for each provider incorporated in the submission.
- 3.6.4. Should a submission be inclusive of or contain multiple service providers, the RFP submission must include the preparation of SECTION 3.6 - VENDOR PROFILE / COMPANY BACKGROUND AND EXPERIENCE, specifically SECTIONS 3.6.1 and 3.6.2, for each provider as proposed by the Proponent(s).

3.7. REFERENCES

- 3.7.1. The Proponent(s) must provide three (3) examples of previous engagements with Post-Secondary Education clients in which the Proponent (s) established a cooperative working environment for the implementation and maintenance of Peoplesoft Campus solution Services equivalent to the requirements of this RFP. Preference may be given to those Proponent(s) with experience who have completed similar projects within a post-secondary environment.
- 3.7.2. The Proponent(s) must provide complete contact information for said references utilizing the Reference Information Form (APPENDIX C) for each reference noted

including but not limited to: Company Name and mailing address, reference name including position and title, telephone number including extension, email address, length of relationship and provide a description of the highlighted services supplied.

- 3.7.3. During the evaluation process, the NBCC Evaluation Committee may consider information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with NBCC.
- 3.7.4. The Proponent(s) is/are responsible for verifying that their information is accurate prior to submission.
- 3.7.5. The Reference Information Form must contain different projects. You cannot have multiple people evaluating the same project. However, one person may evaluate several different projects.
- 3.7.6. The past projects may contain completed past projects within the last five (5) years and/or on-going projects and must be related to Campus Solutions.

3.8. EXPERIENCE AND QUALIFICATIONS OF THE PROPONENT(S) AND SUB-CONTRACTOR(S)

The Proponent(s) and their sub-contractor(s) shall be evaluated based on their experience working within the Higher Education Sector. Proponent(s) submissions shall indicate your team's experience and past projects with similar specifications to this scope of work. Proposals shall include the Proponent's expertise with the implementation of similar Peoplesoft Services.

EMERGENCY CONTACT PROVISION

Upon award of the contract, the Proponent(s) shall provide NBCC with the office phone numbers, cell phone numbers, fax numbers, and email addresses for the successful Proponent's Regional / District Manager, Account Manager and Service Manager and Coordinator. NBCC will provide the successful Proponent(s) with contact information for the NBCC representative(s) and building representative(s), as deemed appropriate. In the event of an emergency, NBCC requires a response call within two (2) hours of the initial call.

3.9. ALIGNMENT WITH NBCC VALUES

In line with NBCC Procurement Policy and the *Procurement Act*, NBCC seeks to achieve social value through our procurement and to do business with ethically, environmentally, and socially responsible suppliers. Responses to this RFP should include a description of any programs or initiatives your organization has in place directed towards meeting social and ethical responsibilities. Each submission should also include how the Proponent(s) will provide/support economic growth, employment, and training opportunities through the delivery of goods and/or services under this contract.

3.10. VALUE ADDED

The successful Proponent(s) shall include in their response the provision of any additional benefits beyond the basic worth or price that may meet or exceed the specifications as detailed in the RFP or the proposal of additional goods or services that may be or are included in their bid response.

3.11. CHANGES IN WORK

- 3.11.1. The work shall be subject to changes by additions, deletions and/or revisions solely on the approval and/or authorization of NBCC. NBCC shall notify the successful Proponent(s) of any and/or all such changes by delivery of additional and/or revisions to specifications, exhibits or written orders.
- 3.11.2. The successful Proponent(s) shall not be obligated to perform changes in the work or additional work until NBCC has approved, in writing, the changes to the RFP Price and/or the agreed to timeline. Whenever an adjustment in the RFP price or projected schedule is required because of NBCC's change request, differing site conditions, errors in the plans and/or specifications, or other circumstances beyond the control of the successful Proponent(s) (including acts of any governmental authority, acts of public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the successful Proponent(s) shall submit to NBCC, within a reasonable time, a detailed estimate with supporting calculations and pricing, together with any adjustments to the RFP price and/or timeline.
- 3.11.3. Pricing of the adjustment shall be in general accordance with the pricing structure of this RFP document. However, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the successful Proponent(s) plus reasonable amounts for overhead and profit.

4. SECTION 4 – RESPONSIBILITIES OF THE PROPONENT(S)

4.1. SERVICE REQUIREMENTS

The successful Proponent(s) shall provide for and **MUST** meet the following service conditions:

- 4.1.1. The successful Proponent(s) shall provide NBCC with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between NBCC and the successful Proponent(s) or required by circumstances beyond the successful Proponent's control.
- 4.1.2. In collaboration with NBCC, the successful Proponent(s) shall identify key NBCC and Consultant Contractor contacts to assist in successful Project implementation.

- 4.1.3. During the implementation phase the successful Proponent(s) shall convene weekly conference calls with key NBCC management at a time reasonably convenient to NBCC. NBCC may at its sole discretion change the frequency of meetings as needed.
- 4.1.4. The successful Proponent(s) shall deliver reports as required by NBCC and based on discussions with the successful Proponent(s) to be delivered by Contractor to NBCC.
- 4.1.5. The successful Proponent(s) shall work with NBCC to determine the frequency and methods by which NBCC or Student data will be securely transferred between the parties.
- 4.1.6. The successful Proponent(s) shall obtain NBCC's prior written approval before the successful Proponent(s), or any of its officers, employees, agents, or subcontractor(s) makes any statement to the press or issues any communication or publication concerning, or related to, the Project.

4.2. SERVICE METHODOLOGY AND TOOLS

This section addresses the service methodologies, tools and technologies required to deliver services in the operating environment.

- 4.2.1. **Relationship Management:** The Response should identify the Proponent's approach to managing and maintaining relationships with NBCC and its Service Providers (for example, Vendors engaged to work on specific projects) by providing an indication of how the Proponent(s) would work with NBCC by identifying the roles and processes to show how positive relationships are maintained and how success is to be ensured.

4.2.2. Project Customization and Development

The proposal shall describe the overall methodology used by the Proponent(s) for project customization and development. This includes the tools, techniques, best practices, and resources employed to develop and enhance PeopleSoft Campus Solutions, ensuring alignment with NBCC's objectives and standards.

- 4.2.3.1 **Development (Customizations and Enhancements) Requests:** The proposal shall provide a description of the tools, techniques and methodology used to manage new PeopleSoft Campus Solutions development projects or customization/enhancement requests. It should cover how requirements are gathered, prioritized, and translated into development tasks, as well as how development progress is tracked from initiation to completion while adhering to development standards and minimizing disruptions to the environment. The Proponent(s) must demonstrate experience working on PeopleSoft Campus Solutions projects of varying sizes, showcasing relevant past work and the ability to deliver customizations in alignment with best practices.
- 4.2.3.2 **Development Environment Management:** The proposal shall describe the

methodology for managing the PeopleSoft development environment. This shall include acceptance criteria, and the level of effort required by the Proponent(s) to ensure efficient use of development, testing, and staging environments. The Proponent(s) must also demonstrate its capability to provide the necessary project resources and detail the team structure that will be involved in the project, along with an overview of roles and responsibilities.

- 4.2.3.3 **Change and Version Control:** The proposal shall describe the tools and techniques used for version control and change management in the development process. This includes processes for tracking changes to code, customizations, and other development artifacts, as well as managing different versions of PeopleSoft Campus Solutions across multiple environments.
- 4.2.3.4 **Code Reviews and Quality Assurance:** The proposal shall provide a detailed description of the code review process and quality assurance methods used to ensure that all development work adheres to best practices, performance standards, and PeopleSoft development guidelines. It should also include techniques to prevent or identify code defects early in the development cycle. Additionally, the Proponent(s) must demonstrate the ability to support new modules and ensure their team remains updated on PeopleSoft's latest functionality.
- 4.2.3.5 **Security in Development:** The proposal shall describe how security considerations are incorporated into the development process. This includes techniques to ensure secure coding practices, address potential vulnerabilities, and manage access control to development environments.
- 4.2.3.6 **Testing and Validation:** The proposal shall provide a description of the tools and techniques used to manage testing and validation during the development phase. Of particular interest is the Proponent's approach to ensuring new development meets functional requirements and is free of defects before moving to production. Include methods for conducting unit testing, integration testing, and user acceptance testing (UAT). The Proponent(s) must describe its experience with testing on PeopleSoft Campus Solutions projects and provide examples of past work.
- 4.2.3.7 **Collaboration with Other Service Providers:** The proposal shall describe how the Proponent(s) ensures seamless collaboration with other service providers, especially when there are dependencies between different projects or modules being developed by separate teams. This shall include communication protocols, shared documentation, and coordinated testing efforts. The Proponent(s) must outline examples of collaboration from prior projects.
- 4.2.3.8 **Support for New PeopleSoft Modules:** The proposal shall describe the Proponent's approach to gaining the necessary expertise and supporting new modules introduced into production. This should include methods used to onboard new functionality and ensure the development team remains updated on changes within the PeopleSoft Campus Solutions suite.

4.2.3.9 **Project Resources and Team Structure:** The proposal shall include a detailed overview of the Proponent's resource complement, including team structure, roles, and responsibilities of each team member involved in the project. The proponent(s) must demonstrate comprehensive experience working on PeopleSoft Campus Solutions projects of varying sizes and provide samples of similar projects completed for other clients. Résumés for specific project team members proposed for the NBCC projects must be submitted.

4.3. INSPECTION OF WORK

The successful Proponent(s) shall make the work accessible at all reasonable times for inspection by NBCC and its Representative(s). The successful Proponent(s) shall inspect and ensure all requirements performed by representatives of the Proponent are in accordance with the operational requirements for the implementation of the Peoplesoft Services to be used or incorporated in the successful Proponent's work.

4.4. REPRESENTATIVES FOR THE PROPONENT(S)

The successful Proponent(s) and/or their employee(s), representative(s) and/or subcontractor(s) must be certified and meet the following conditions:

- 4.4.1. Shall acknowledge, adhere and comply with all NBCC policies and procedures regarding Health and Safety protocols and Emergency Response requirements prior to the commencement of any work conducted on or to the NBCC property.
- 4.4.2. Ensure that before its employee(s), representative(s) and/or subcontractor(s) perform any service related to this RFP, they receive adequate training in security, workplace health and safety, customer service and risk management and, as such, familiarize themselves and their employees with these protocols and requirements prior to the commencement of any work conducted on or to the NBCC property.

4.5. CODES, STANDARDS, PERMITS, LICENCES AND FEES

The Proponent(s) is/are responsible for ensuring the adherence of all federal, provincial and municipal by-laws and codes. The successful Proponent(s) shall advise regulatory authorities, request inspections and obtain necessary permits and certificates. The successful Proponent(s) is/are responsible for obtaining and paying for any and all permits, licensing fees (any other fees) if required. Relating to the performance of the requirements of this RFP, all related permits, license fees, and/or any other applicable charges are the responsibility of the successful Proponent(s).

4.6. SCHEDULE

The Proponent(s) shall provide services regularly in accordance with the schedule as outlined in SECTION 3 – SPECIFICATIONS AND SCOPE OF WORK, adhering to the agreed-upon estimates,

cost and quality, unless alternate arrangements negotiated with NBCC staff.

4.7. TAXES AND PAYROLL DEDUCTIONS

The successful Proponent(s) shall be responsible for any and all payroll expenses for their employees including but not limited to payroll and deductions, taxes and/or contributions including but not exclusive to Employment Insurance, Canada Pension Plan and Workers' Compensation at no additional cost to NBCC or the Province of New Brunswick.

4.8. REGULATORY REQUIREMENTS

The successful Proponent(s) shall always, during the period of this Agreement, meet and be responsible for ensuring the adherence of all federal, provincial and municipal by-laws and codes relating to the performance of their requirements. The successful Proponent(s) shall advise NBCC of any and/or all requirements regarding the holding of a license, a permit, or any other required document of authorization and shall be responsible to obtain any and all related any and all related permits, license fees, documentation of authorization from regulatory authorities, request inspections and obtain necessary permits and certificates. Any and all costs, fees and charges relating to any and all of the above responsibilities shall be the sole responsibility of, and entirely borne by, the successful Proponent(s).

4.9. SUBCONTRACTING/ASSIGNMENT

- 4.9.1. The successful Proponent(s) shall not assign any resulting Agreement or any part of it and may not employ anyone as a Contractor or otherwise, to perform any part of its obligations under any resulting Agreement without prior written consent of NBCC.
- 4.9.2. Any approved assignment will not relieve the successful Proponent(s) of its obligations under the terms of any resulting Agreement.
- 4.9.3. The Proponent(s) agrees that they shall not in any manner transfer or assign this proposal or subcontract any of the work required to be performed hereunder without the prior written consent of NBCC.

4.10. INSPECTION AND SUPERVISION

- 4.10.1. The NBCC Representative will judge the adequacy and completeness of the work under this contract.
- 4.10.2. The successful Proponent(s) shall at all times have a competent supervisor in charge of the work performed under this contract. It is the responsibility of the supervisor to ensure that the work is properly carried out during the normal working hours of this contract.
- 4.10.3. **Regular Updates:** The Proponent(s) must commit to providing regular updates on assigned work to NBCC project team, as per the schedule defined by NBCC. These updates should ensure clear communication on assigned work progress, any potential issues, and the status of deliverables.
- 4.10.4. **Time Tracking and Reporting:** The Proponent(s) must submit time tracking sheets for project resources on a weekly basis to NBCC. These sheets will provide transparency on the effort spent on each task and help NBCC manage project timelines and resource

allocation effectively.

4.11. GOVERNANCE

NBCC encourages the selected proponent(s) to recommend and implement best practices for the governance of PeopleSoft services. The proponent(s) is expected to provide insights on governance structures, reporting mechanisms, and decision-making processes that support sustainable, efficient, and secure PeopleSoft operations, ensuring alignment with NBCC's strategic objectives and operational requirements.

5. SECTION 5 – EVALUATION PROCESS

5.1. PROPOSAL EVALUATION

- 5.1.1. All RFP submissions shall be initially evaluated as responsive or non-responsive. To be evaluated as responsive, the submission by the Proponent(s) must meet all mandatory requirements. Non-responsive submissions will receive no further consideration.
- 5.1.2. Submissions will be evaluated based on the Proponents' ability to meet the requirements of this Request for Proposal, pricing and vendor profiles.
- 5.1.3. All submissions shall be evaluated by a committee comprised of NBCC personnel and against this(ese) criteria as detailed in this RFP. Proposal evaluation will be determined by NBCC and not subject to discussion or negotiation with any supplier. The right is reserved to include or reject any Proponent(s) to the list of potential Service Providers based directly on the RFP submitted.
- 5.1.4. To evaluate Proponent's submissions, NBCC and its representatives shall apply consistent principles and criteria to ensure fair and equitable consideration of all proposals received, as long as said submissions meet the minimum requirements of the RFP. This will ensure that the Proponent(s) most capable of fulfilling the requirements are successful in proceeding to the list for potential Service Providers.
- 5.1.5. NBCC reserves the right to request any additional information deemed necessary to evaluate any submission and may do so without contacting all Proponent(s).
- 5.1.6. NBCC evaluation committee members will complete preliminary evaluation and scoring. At this time, the committee may feel it has enough information to finalize the scoring. It may also, at its discretion, invite Proponent(s) to participate in presentations prior to final scoring and evaluation. Should NBCC proceed with this presentation step, all Proponent(s) receiving an initial evaluation score of sixty-five (65%) or higher would be invited to participate, and scoring would be finalized at the conclusion of these presentations.
- 5.1.7. Proposals must meet the minimum score in each category. A total minimum score of sixty-five percent (65%), with exception of the Price and Canadian Preference criterion

sections, must be achieved for the Proponent(s) to be considered for award of the contract. These minimum scores for each criterion section are outlined in the table below under SECTION 5.3 – PROPOSAL CRITERION.

- 5.1.8. If both Offshore and Onshore hourly rates are included on the Price Submission form (Appendix B), we will calculate an average of both for scoring purposes in our evaluation.
- 5.1.9. If three (3) or fewer Proponents meet the preliminary minimum scores, NBCC reserves the right to invite all Proponents to a presentation stage and forego the sixty-five percent (65%) threshold requirement.
- 5.1.10. Final award of contract will be based on the highest scoring proposal, with multiple proponent(s) selected as necessary to best meet NBCC's requirements.

5.2. PRESENTATION

- 5.2.1. In the event a Presentation Stage is to be executed, Proponents should be prepared to present their proposals immediately following the closure of this Request for Proposal.
- 5.2.2. Presentations would be targeted to be completed within a maximum period of two (2) business weeks following the closure date. Proponents will be notified as soon as a decision is reached as to whether Presentations will be required.

5.3. PROPOSAL CRITERION

Proposals will be evaluated based on the following criteria:

CRITERION	Weight	Minimum Score Required (65% Scoring weight)
Pricing (Section 3.5)	30%	N/A
Company Profile & Capabilities (Section 3.6)	20%	13%
Service Methodology & Tools (Section 4.2)	20%	13%
Canadian Preference	5%	N/A
Company Experience within the Scope of Services (Sections 3.1 and 3.2)	25%	16%
TOTAL	100%	

5.4. UNDERSTANDING AND COMPLETE RESPONSE TO RFP

- 5.4.1. The successful Proponent(s) will be evaluated based on their complete response to this RFP demonstrating an understanding of the scope of work and terms, proficiency and experience with a strategy for identification, execution and progress management.
- 5.4.2. Describe the background, and, if applicable, each proponent, with particular emphasis on its experience relevant to the requirements of this RFP; include locations of relevant head offices and service centers.
- 5.4.3. Provide a description of the Proponent's relationship to Oracle as it pertains to their PeopleSoft Campus Solutions (e.g., partnership status, consultant certification)
- 5.4.4. Identify the percentage of total corporate revenue derived from project customization & development of Oracle PeopleSoft Campus Solutions.

6. SECTION 6 – INVOICING

6.1. INVOICE CRITERION

- 6.1.1. In consideration of the Proponent(s) performing the work in accordance with these specifications and to the satisfaction of NBCC representatives, NBCC shall pay the successful Proponent(s) on an agreed to schedule negotiated within the contract preparation. Invoices shall be submitted accordingly based upon the pre-agreed terms.
- 6.1.2. Total price will include any and all additional fees and/or any other such costs associated with the elaborate on the service requirement – example: for garbage contract – the collection, removal and disposal of garbage and/or recycling, for the duration of the contract. Any permits, licensing, employer, or other related fees will be paid by the Proponent(s) and are to be included in the total cost. The contract will not be renegotiated based on an increase in any additional service charges and/or any other additional fees.

6.2. INVOICE SUBMISSIONS

- 6.2.1. NBCC is now using Direct Deposit as the standard method of invoice payments. Suppliers are requested to contact Service New Brunswick (SNB) to arrange for remittance payment information to the SNB website:

<https://www2.snb.ca/content/snb/en/services-to-government/procurement/tenders.html>

- 6.2.2. All invoices must contain all the following information:
 - Vendor name, address and contact information
 - Date of invoice
 - Vendor Invoice Number

- NBCC Purchase Order Number

- 6.2.3. Invoices must be certified originals to be processed. The successful Proponent(s) will ensure the successful completion of work invoiced prior to invoice and NBCC's release of payment.

All invoices are to be addressed to:

New Brunswick Community College (NBCC)
Attention: Procure-to-Pay (P2P)
1234 Mountain Road,
Moncton NB, E1C 8H9

- 6.2.4. Please submit the invoice electronically. Digital invoices must be transmitted to NBCC – Procure-to-Pay (P2P) by email: P2P@nbcc.ca.

Invoices not meeting the above criteria will not be processed by NBCC. NBCC will not be responsible for interest charges resulting from non-compliance with the criteria presented above.