

---

# REQUEST FOR PROPOSAL

---

**RFP # 23-001**

---

## **Environmental Health and Safety Activity Management**



**Proposals are due by January 05, 2023, 3 PM EST**

Wake County, North Carolina  
Wake County Finance Dept. - Procurement Services  
Wake County Justice Center, 2nd Floor – Suite 2900  
301 S. McDowell Street  
Raleigh, NC 27601

# Table of Contents

<b>Introduction</b> .....	3
County Overview .....	3
Project Overview .....	3
Scope of Services .....	3
General Proposal Requirements .....	3
<b>General Submittal Requirements</b> .....	5
Proposal Contact.....	5
Proposal Submittal Requirements.....	5
Proposer Expenses.....	5
Interpretations, Discrepancies and Omissions .....	6
Schedule .....	6
Finalists and Interviews.....	6
Other Local Governments' Participation .....	6
Award .....	7
Non-disclosure of County Information.....	7
Retention of Proposer Material.....	7
Warranty .....	7
Additional Users and Modules.....	7
<b>General Terms and Conditions</b> .....	8
Certification .....	8
Conflict of Interest.....	8
Assignment.....	8
Indemnification.....	8
Independent Contractor .....	8
Payment.....	8
Insurance .....	9
Governing Law .....	9
Confidential Information/Public Records Law .....	9
Compliance with Laws and Regulations .....	10
Acceptance .....	10
Additional Services.....	10
E-Verify .....	11
Iran Divestment Act.....	11
Federal Uniform Guidance.....	11
Anti-Discrimination.....	11
<b>Detailed Submittal Requirements</b> .....	12

Proposal Format ..... 12

Executive Summary ..... 12

Scope of Services ..... 12

Company Background and Relevant Experience ..... 12

    Company Background ..... 12

    Relevant Experience ..... 13

Implementation Approach Proposal ..... 13

    Implementation Plan ..... 13

    Implementation Schedule ..... 13

Maintenance and Support ..... 14

Client References ..... 14

Cost Proposal ..... 14

Responses to Appendix A ..... 15

Responses to Appendix B ..... 15

# Introduction

## County Overview

[Wake County](#), North Carolina, (“The County”) serves a population of over one million. The County’s strategy is guided by the [Board of Commissioners’ Goals and Objectives](#). The County strives to be a data-driven organization with an emphasis on automation, self-service, technology integration and strong, two-way communication with all residents and stakeholders.

## Project Overview

The County is seeking proposals from qualified firms for an end-to-end software solution for *Environmental Health and Safety Activity Management*. Throughout this Request for Proposal (“RFP”), the “Proposer” refers to qualified firms that respond to this RFP and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

## Scope of Services

The Environmental Health and Safety (EHS) Division of the Wake County Environmental Services Department is looking for a new activity management solution that will provide efficient and effective activity management. EHS estimates that 75 standard users and an additional 75 seasonal users will utilize the activity management system to serve more than 6500 facilities annually. Environmental Health and Safety activities include state-mandated permitting, inspections, and complaint response for over 30 types of facilities, including restaurants, swimming pools, lodging facilities, and licensed care facilities.

Specifically, the County EHS is looking for an end-to end solution that will:

- ✓ Assist with the management of all aspects of permit and inspection activities (See [Appendix A-User Requirements](#) for a complete listing):
- ✓ Comply with the County’s current technological enterprise standards (See [Appendix B-Technical Questionnaire](#))

## General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. *Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.*

By submitting a proposal, Proposers acknowledge that:

1. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. In addition, the County reserves the right to terminate pursuit of the proposal request described herein.
2. Proposals will be received by the County at the time noted on the cover page of this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.
3. Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.
4. All proposers submitting proposals agree that their pricing is valid for a minimum of one year after proposal submission to the County. Pricing must be submitted on a “firm-fixed-price” basis. Proposals, which do not submit pricing on a “firm-fixed-price” basis, may be eliminated from further consideration. A “firm-fixed-price” proposal requires delivery of a product or services at a specified price, fixed at the time of contract award. Payment will be tied to agreed upon milestones.

For implementation services under a fixed fee arrangement, the County compensates the vendor based on a final negotiated ceiling amount. If the implementation cost ceiling is exceeded, the vendor is to finish the work at no additional compensation, unless the County does not meet specific assumptions outlined in the contract.

5. The County will entertain proposal responses that provide an on-premises software solution (resides on a County provided computing environment) as well as proposal responses that provide a turnkey cloud-based/software as a service (SaaS) solution with full platform hosting provided by the Proposer. Proposers must clearly specify whether their proposed solution is an on-premises solution or a cloud-based/SaaS solution and provide appropriate pricing for the proposed option.
6. The County prefers that licenses for an on-premises software solution be "perpetual" (i.e., the County purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e., license fees, maintenance, and support cost schedule for first five years are presented).

# General Submittal Requirements

## Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

**Proposal Contact:**

Melissa England  
Wake County Finance Dept - Procurement Services  
Melissa.England@wakegov.com  
919-856-6327

## Proposal Submittal Requirements

Proposers are required to prepare their responses in accordance with the instructions outlined in this part and elsewhere in this RFP

The proposer's submission should include the entire RFP response in the following formats:

(3) physical/hard copies, (1) electronic copy that cannot be edited and (1) editable electronic copy in native format (\*.docx; \*.xlsx). Both electronic copies are to be provided on a flash drive in separate descriptive folders (e.g., Non-Editable and Editable).

**Note:** The Cost Proposal must be provided in a separate file.

The entire package must be submitted to the address shown below.

**Mailing Address:**

Melissa England  
Wake County Finance Dept - Procurement Services  
Wake County Justice Center, 2nd Floor – Ste 2900  
301 S. McDowell Street  
Raleigh, NC 27601

The County must receive responses BEFORE 3:00 PM EST January 05, 2023. *The Proposer's name, RFP number, and response closing time and date must be marked clearly on the response submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. Late responses will not be accepted. The County will not be held responsible for the failure of any mail or delivery service to deliver a response prior to the stated due date and time. It is solely the responder's responsibility to: (1) ascertain that they have all required and necessary information, documents, and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be reviewed. Fax or email responses will not be accepted.

## Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this RFP or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews

and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. We welcome virtual vendor demonstrations if and when they are necessary. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

**Interpretations, Discrepancies and Omissions**

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request **in writing** an interpretation from proposal contact. The deadline for submitting questions is November 16, 2022, by 5:00 PM EST. All questions will be answered to the extent possible in the form of an addenda to the specifications and shared with known interested parties. The addenda will be available by December 07, 2022. All written requests for clarification should be addressed to the attention of Proposal Contact, Melissa England.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County’s intent not to issue any addenda after December 07, 2022.

**Estimated Schedule**

<b>Event</b>	<b>Date</b>
RFP Issued	November 1, 2022
Questions Due by 5:00 PM EST	November 16, 2022
Addenda Issued-Response to Questions (if applicable)	December 07, 2022
<b>RFP Responses Due by 3:00 PM EST</b>	<b>January 05, 2023</b>
Interviews/Demos (if needed) due by	February 2023
Evaluation	March 2023
Vendor Notification and Selection	March 2023
Contract Begins	TBD

**Finalists and Interviews**

From the proposals received, County staff may identify a short-list of finalists. The finalists will be expected to make a presentation to and respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists.

**Other Local Governments’ Participation**

Wake County may allow other North Carolina local governments to participate in this RFP process. The involvement of other local governments will be up to the discretion of Wake County. The benefits of this awarded RFP should be available to any other North Carolina local government, participation in the RFP process not required. A local government’s authority

to use the award of this RFP is determined through its cooperative purchasing or procurement process. A bidder understands that a local government's use of this award is at the local government's sole convenience and local governments reserve the right to obtain like Equipment, Products, or Services from any other source.

## **Award**

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

## **Non-disclosure of County Information**

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County

## **Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the Proposer.

## **Warranty**

A warranty is required for both the software and implementation services. It is assumed that Proposers have priced their services to recognize these warranty provisions. The extent of warranty coverage will be evaluated as part of the overall procurement process.

**Software:** The selected Proposer shall warrant that any proposed software will conform to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the selected software Proposer's contract and will be warranted as such, except to the extent that the proposer's response explicitly excepts from a requirement or specification. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the requirements *minimum*, should be valid for a period of twelve (12) months from the final acceptance of all modules by the County (as will be defined during the negotiations process.) The County will look more favorably at Proposers with warranty periods longer than the minimum specified herein.

**Implementation Services:** The County also requires a warranty for implementation services (e.g., work products, developed modifications, and system configuration) for a minimum of twelve (12) months after the system acceptance date of the respective modules. The Proposer must ensure that the implemented software conforms to the requirements responses.

## **Additional Users and Modules**

All pricing must provide "guaranteed pricing" for twelve (12) months from the award of contract for additional County users and identified partners.

# General Terms and Conditions

## **Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open, and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

## **Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

## **Assignment**

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

## **Indemnification**

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with the Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

## **Independent Contractor**

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

## **Payment**

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original

dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

## **Insurance**

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits not less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the provision of services under this Agreement.

Professional Liability (Errors and Omissions), with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Provider in this Agreement regarding sensitive information in any form in Provider's care, custody, or control, or for which Provider is legally responsible, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to personal identifying information or protected health information. Breach/crisis response cost coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit monitoring services, with limits sufficient to respond to these obligations (depending on service)

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. If any required insurance policy expires during the term of this Agreement, Proposer must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration. Proposer shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

## **Governing Law**

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

## **Confidential Information/Public Records Law**

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise

permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

#### CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of NCGS 132-1.2 "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP. In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

#### **Compliance with Laws and Regulations**

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

#### **Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

#### **Additional Services**

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

## **E-Verify**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal, or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

## **Iran Divestment Act**

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

## **Federal Uniform Guidance**

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

## **Anti-Discrimination**

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin, or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

## Detailed Submittal Requirements

### Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

Title Page

Execution of Bid \*

Table of Contents

1. Executive Summary
2. Scope of Services
3. Company Background and Relevant Experience
4. Implementation Approach Proposal
5. Maintenance and Support
6. Client References

Cost Proposal

Responses to [Appendix A-User Requirements.xlsx](#)

Responses to [Appendix B-Technical Questionnaire.xlsx](#)

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

\*A template for **Execution of Bid** is provided in a separate file for your convenience.

### Executive Summary

This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, ~~fax number~~, and a telephone number.

### Scope of Services

This section of the response should include a detailed discussion of the Proposer's overall understanding of the project and the solutions and services that can be provided to support the County EHS' requirements.

### Company Background and Relevant Experience

#### Company Background

Each response must provide the following information about the responder's company. The County, at its option, may require a responder to provide additional support or clarify requested information.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size, location(s), and organizational structure.
- How long the company has been selling the solution or service to clients similar to the County.
- Listing of clients with contracts of similar scope and size to the County's by name and state.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Evidence that the vendor is a corporation, is in good standing and qualified to conduct business in North Carolina.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

### Relevant Experience

- Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority.
- Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé.
- Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

## Implementation Approach Proposal

The proposer must provide a detailed plan for implementing the proposed system. This information should include the following:

### Implementation Plan

Identify the specific phases of the engagement to be managed by the Proposer and provide the expected activities to occur in each phase. Typical implementation phases include:

- Engagement Preparation [project management methodology, kickoff]
- Project Governance (Steering committee, status reporting, tools)
- Solution Planning & Design
- System Configuration & Development/Customization
- User & Admin Testing
- User & Admin Training
- Deployment
- Engagement Closure

### Implementation Schedule

Provide the project duration and scheduling. This section should include the following:

- Estimate of when the engagement will be scheduled (within a specific timeframe or based on an event such as contract execution).
- Period of performance for the engagement in a standard unit of measure (calendar days/weeks/months).
- When the work will be conducted (normal business hours versus after hours or weekend).

- Anticipated project start date after contract award (number of days/weeks)
- Whether proposer staff will be on site or work remotely.
- Additional costs, if any, for proposer staff to work on site.
- A list of staff, by skillset and role, to be provided by the County and an estimated duration for each.

## Maintenance and Support

The proposal must specify the nature of any post-implementation and on-going support provided by the vendor including:

- Post-implementation support.
- Telephone support (e.g., include toll-free hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- Where is your support center physically located?
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups and their geographic areas.
- Problem/defect reporting and resolution procedures.
- Bug fixes and patches.
- Other support (e.g., on-site, remote dial-in, Website access to patches, fixes, and knowledge base).

## Client References

The County considers references to be important in its decision to award a contract. The name, email address and phone number of the project manager and primary business stakeholder for each client must be listed. Please ensure that the references are made aware they may be contacted by the County. Delayed responses or a lack of response from your references could be detrimental to your favorable consideration.

The proposal must contain at least three (3) verifiable references of the vendor’s proposed solution that has been operational for a minimum of 90 days, preferably a local government that is comparable in size to Wake County. Identify the implementation method (hosted vs. on-premises), number of users (and licenses if applicable) for each reference. Additionally, include a client success story that highlights return on investment and efficiencies gained from the implementation.

Proposer also to provide a list of up to three (3) previous clients within the last year that are no longer using your proposed solution if applicable.

3 verifiable client references must also be provided for each 3rd party contractor that the proposer uses, if applicable.

## Cost Proposal

Proposers should submit an estimate of project costs in the proposal.

- The County is requesting costs for the first five (5) years beyond initial one-time implementation and software license cost, including all maintenance, support, hosting and ongoing software licensing or software subscription cost.
- Any requirement met by a customization to the proposed system must be included in the cost proposal.
- On-premises proposed solutions should describe any skills necessary by the County for administrative support.
- Submitters should ensure their cost estimate accounts for
  - development needed for customizations needed during the implementation
  - configuration for upgrades
  - travel (if applicable) and

- regular/annual maintenance, with an hourly rate for any additional services needed during post implementation years four (4) and five (5).

The County reserves the right to contact proposers on cost and scope clarification at any time throughout the selection and negotiation process. The County is asking proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

The County may award a contract, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County may, however, have discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such proposers and make an award and/or conduct negotiations thereafter.

**Note:** Proposers are to provide the cost proposal under **separate cover/file**.

## **Responses to Appendix A**

Proposers are to complete information requested in **Appendix A-User Requirements.xlsx**. Proposers should use the format and instructions provided in Appendix A.

## **Responses to Appendix B**

Proposers should complete the **Appendix B-Technical Questionnaire.xlsx**, also referencing the format and instructions included.

The proposals submitted, including questionnaire responses, will become attached to the software license and implementation services contract.