



# Request for Proposal

**RFP # 21-063**

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## Request for Proposals for Land Records Recording Software RFP Creation and Consulting Services

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Wake County, North Carolina  
P.O. Box 550  
Raleigh, North Carolina 27602

Proposals are due August 11, 2021 before  
3:00 pm local time.

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# 1 Introduction

## 1.1 Introduction

The Wake County Register of Deeds Office (WCROD) in Raleigh, North Carolina is seeking proposals from a qualified consultant or consulting firm to assist with procurement of a Land Records Document Recording Software application from qualified firms. This includes an assessment of the Wake County Register of Deeds (WCROD) Recording Operations. Throughout this Request for Proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

The Wake County Register of Deeds Office serves as custodian and manager of many public records, including deeds, deeds of trust, and subdivision plats. The WCROD issues marriage licenses and supplies copies of birth and death certificates in Wake County. The General Statutes of North Carolina govern all county Register of Deeds Offices which has the responsibility of protecting the integrity, completeness, accuracy and safekeeping of these public records. The WCROD currently employs 42 employees. The WCROD is a Monday-Friday business hours operation and is separated into two main departments, Land Records Recording and Vital Records Recording. The focus for this RFP is on the Land Records Recording Department and all associated functions. Included in the Land Records Recording functionality is the Consolidated Real Property Index search of all publicly accessible records.

## 1.2 County Overview

Wake County: Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County's population is estimated at 1.15M residents with a 1.8% growth rate in 2020.

## 1.3 Scope of Services

The scope of services covered in this RFP includes providing the WCROD with an assessment of the existing Land Records Recording application suite, workflow, record processing, office operations, and public accessibility to records. This includes detailed reviews of the existing suite of applications, processes, technology integrations, and application security risk assessments of the software or services utilized within such operations. The selected consultant will also review the in-person document cashiering process, document and map scanning process, the Electronic Document Recording System (processing of electronic recording requests sent by submitter vendors), the Requesting Party Account Management for firms recording in Wake County process, and indexing of recorded documents in compliance with the NCGS (NC General Statutes) to ensure searches meet the requirements defined by the NCGS. The consultant will provide feedback and a written report on process improvements noted during the review. It is expected that the Consultant will be able to provide a comprehensive set of services including but not limited to: requirements gathering, development of an RFP, review of

RFP responses, assistance with the scoring and selection process, and assistance in direct contract negotiations up to and including contract signing

1. Current Environment Assessment

*What the consultant is tasked with in this step:*

- a. On-site review of daily recording operations of the Recording and Indexing departments in the WCROD. The consultant will be asked to review the land records recording application and processing to gather requirements that exist today or are required in the new application.
- b. Work with the WCROD IT Team and staff to assess existing application, determine, and document areas of process improvement for workflow, and application efficiency.
- c. Make recommendations to WCROD Management, IT and Staff where functions and features are lacking and what is needing improvement to be included in the RFP.

*Examples of services or products the consultant will deliver:*

- a. Provide a written recommendation of all findings and solutions to be presented to WCROD Management, IT, Recording and Indexing Teams. Recommendations shall include solutions to increase document recording and indexing workflow, reporting,, auditing, and overall application efficiency.
- b. The consultant will assist with the selection of the vendor based on the RFP responses and the application solution's capability for the WCROD Office and function.

2. Assist with the procurement of a Land Records Document Recording Software solution for the WCROD. This phase will focus on the development of an RFP document and facilitation of the procurement process, including negotiations with the final selected Land Records Document Recording Software vendor.

*What the consultant is tasked with in this step:*

- a. Development of an RFP to procure an updated Land Records Document Recording Software solution for the WCROD. The new platform will replace the current recording solution being utilized by the WCROD. The Land Records Document Recording solution will integrate with Wake County's Finance, Tax Administration and GIS Department systems and seamlessly integrate with external electronic document recording vendors.
- b. Assist with defining reporting requirements to include in the RFP.
- c. In coordination with WCROD personnel and Wake County Procurement Services, review RFP responses and assist with the scoring and selection process. This includes coordination of Land Records Document Recording Software vendor presentations and meetings with the software company representatives to ensure systems are applicable for all WCROD purposes.
- c. Assist the WCROD in direct contract negotiations with the selected Land Records Document Recording Software vendor ensuring:
  - i. Favorable contract business and operational terms that will help foster timely and responsive completion of the project.
  - ii. Appropriate system maintenance is included in the procurement.
  - iii. Application has configurability to meet current requirements and does not require custom application development to operate.
  - iv. Cost is minimized during contract negotiations.

- d. Work with WCROD Management, Wake County Finance, Tax Administration and Legal teams to ensure the proposed Land Records Document Recording Software is in compliance with the current WCROD and Wake County policy and procedures and provide recommendations for any updates or changes. In addition, ensure that all changes adhere to all applicable Federal and State laws.
- e. WCROD RFP Documentation Acceptance: The format and content of draft RFP and final RFP and Decision Matrix Results must be reasonably acceptable to WCROD and Wake County Procurement.
- f. **NOTE: WCROD IT staff will perform all project management steps associated with implementation of the selected** Land Records Document Recording Software platform. Implementation project management services should not be included in the Proposer's scope of services.

*Examples of services or products the Consultant will deliver:*

- a. Develop and author the RFP.
- b. Vendor selection services.
- c. Contract negotiation services.

Candidates must have a minimum of 5 years of hands-on business experience in a software environment. The following areas are preferable:

- 1. Experience with scanning, indexing, or recording sensitive documentation
- 2. Experience with NC Register of Deeds operations and Mandated requirements as governed by the NC General Statutes applicable to the Registers of Deeds offices
- 3. Experience writing RFP's and RFI's.
- 4. Experience conducting client interviews and leading business process discussions.
- 5. Ability to analyze tradeoffs and form recommendations to the client and vendor.
- 6. Strong interpersonal, problem-solving and conflict resolution skills.
- 7. Excellent organization and time management skills.
- 8. Responsiveness to both vendor and client needs and requests.
- 9. Familiarity with standard software products such as Excel, Word, Visio.
- 10. Versed in GAAP Generally Accepted Accounting Principles.

## **1.4 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. Please include expected WCROD staff involvement needed to perform services. 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:

- 1.4.1 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.

- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake 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.

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.

## 2 General Submittal Requirements

### 2.1 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 regards 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  
Wake County Justice Center, 2<sup>nd</sup> Floor – Ste 2900  
301 S. McDowell Street  
Raleigh, NC 27601  
Melissa.England@wakegov.com  
919-856-6327

### 2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Three (3) copies shall be submitted to the address shown below as well as an electronic version on flash drive or USB drive.

**Mailing Address:**

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

The County must receive proposals no later than **August 11, 2021 by 3pm local time**. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer'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 accepted. Fax or email responses will not be accepted.

## **2.3 Proposer Expenses**

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal 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. 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.

## **2.4 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 listed in Section 2.2. The deadline for submitting questions is July 28, 2021 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by August 4, 2021. All written requests for clarification should be addressed to the attention of 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 August 4, 2021.

## 2.5 Tentative Schedule

Date	Event
Issue RFP	July 19, 2021
Questions Due	July 28, 2021 by 5pm
Addenda (Clarifications) Issued (if applicable)	August 4, 2021
RFP Responses Due	August 11, 2021 by 3pm

## 2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by July 28, 2021 by 5:00 pm. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by August 4, 2021.

## 2.7 Finalists and Interviews

From the proposals received, County Procurement staff will 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.

## 2.8 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.

## 2.9 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.

## **2.10 Retention of Proposer Material**

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

# **3 General Terms and Conditions**

## **3.1 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.

## **3.2 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.

## **3.3 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.

## **3.4 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 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.

### **3.5 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.

### **3.6 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.

### **3.7 Insurance**

The Provider shall obtain, at its 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 Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

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 each occurrence and \$2,000,000 aggregate, including contractual liability.

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 of 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, applicable to any professional services provided under this Agreement, with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

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.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the Agreement. If any required insurance policy expires during the term of this Agreement, Provider must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

### **3.8 Governing Law**

This RFP and any contract resulting there from 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.

### 3.9 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.

### 3.10 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.

### **3.11 Equal Opportunity Employment**

The County and Proposer agree to comply with all applicable Federal, State, and local laws, regulations and orders including, but not limited to, the Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000 et. Seq. as amended, the Age Discrimination in Employment Act of 1974, as amended, 29 U.S.C.A. § 621 et. Seq., the Americans with Disabilities Act of 1980, 42 U.S.C.A. § 12101 et. Seq., the Employee Polygraph Protection Act 29 U.S.C.A. § 2001 et. Seq., the Immigration Reform and Control Act of 1986, and the Fair Labor Standards Act, 29 U.S.C.A. §201 et. Seq., as amended. Proposer will indemnify and hold County, its staffs, directors and employees harmless from and against any claims, demands, suits, losses, damages, costs, attorneys' fees and expenses arising out of any non-performance, or alleged non-performance or violation by the Proposer or its subcontractors of any such laws.

### **3.12 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.

### **3.13 Additional Services**

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

### **3.14 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.*

### **3.15 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.

## 4 Detailed Submittal Requirements

### 4.0 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:

#### **PROPOSAL SECTION TITLE**

	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal

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.

### 4.1 Executive Summary

(Proposal Section 1.0) 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.

## **4.2 Scope of Services**

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Section 1.3.

As the County is seeking a Consultant that brings substantial expertise in risk assessment and evaluation of local government operations, the Proposer should outline a recommended approach, critical tasks and timeline for achieving the County's objectives in Section 1.3 based on the Proposer's experience with organizations similar to the County.

## **4.3 Company Background and Consultant Team Relevant Experience**

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

### **4.3.1 Company Background**

- ☐ Give the location of the office responsible for the proposed services and the number of partners, supervisory staff, seniors and other professional staff employed at the office. Also give the number of staff with local government experience.
- ☐ Describe the procedures your firm has put into place for meeting professional independence standards, as described under Governmental Auditing Standards.
- ☐ How long the company has been providing services to clients similar to the County.
- ☐ 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.

### **4.3.2 Consultant Team 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.

#### 4.4 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client listing with year(s) in which your firm provided services. Also provide at least three current clients who we may contact. References should be clients similar in size to the County. Please give their company name and mailing address, telephone, and email of the contact person.

	Reference #1	Reference #2	Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

#### 4.5 Cost Proposal

(Proposal Section 5.0) Proposers should submit an estimate of costs.

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process 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. Items that should be included in this cost section include:

- Cost of Services. Please state your fees for the key areas outlined in the Scope of Services.
- Provide your procedures for billing and collection of your fees. How do you reconcile the fee to the services received? Specify whether this is on a monthly, quarterly or as performed basis.
- Provide a listing of hourly rates by consultant team members which could be used as a basis for additional services.

## 5 Evaluation Criteria

### 5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

### 5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria:

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation to the scope of work in the response
2. Respondent's Proven, Knowledge, and Experience in performing and evaluating risk assessments of governmental operations including recommendations to mitigate risks.
3. Client References
  - Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team