



Request for Proposal

RFP # 21-091

Request for Proposals for Enterprise Resource Planning Consultant

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

Proposals are due December 21, 2021 before
3:00 pm local time.

Table of Contents

Contents

1.1	Introduction	3
1.2	County Overview	3
1.3	Scope of Services	4
1.4	General Proposal Requirements	6
2.1	Proposal Contact.....	7
2.2	Proposal Submittal Requirements	7
2.3	Proposer Expenses.....	8
2.4	Interpretations, Discrepancies, and Omissions.....	8
2.5	Tentative Schedule	8
2.6	Pre-Proposal Questions.....	9
2.7	Finalists and Interviews.....	9
2.8	Award.....	9
2.9	Non-disclosure of County Information	9
2.10	Retention of Proposer Material	9
3.1	Certification.....	9
3.2	Conflict of Interest.....	10
3.3	Assignment.....	10
3.4	Indemnification	10
3.5	Independent Contractor	10
3.6	Payment.....	11
3.7	Insurance	11
3.8	Governing Law	12
3.9	Confidential Information/Public Records Law	12
3.10	Compliance with Laws and Regulations	13
3.11	Acceptance.....	13
3.12	Additional Services.....	13
4.0	Proposal Format.....	14
4.1	Executive Summary	14
4.2	Scope of Services	15
4.3	Company Background and Consultant Team Relevant Experience	15
4.3.1	Company Background	15
4.3.2	Consultant Team Experience	15
4.4	Client References.....	15
4.5	Cost Proposal.....	16
5.1	Selection Participants.....	17
5.2	Evaluation of Proposals	17

1 Introduction

1.1 Introduction

Wake County, NC (hereafter “County”) is seeking proposals from an industry expert to develop a requirements specifications document and a detailed Request for Proposal (RFP) for a new Enterprise Resource Planning (ERP) system. The County desires a solution that enables the organization to achieve efficiency and agility in line with all stakeholder business goals. Consequently, hybrid or composable ERP solutions as well as traditional single-vendor ERP solutions will be considered during the procurement process. The County will work with the selected Consultant to develop appropriate RFP documents to support this approach.

The scope of the project includes reviewing existing systems to determine gaps in functionality and inefficiencies, interviewing department staff to document requirements for a new ERP system, reviewing current workflows, developing an RFP document suitable for posting, obtaining appropriate vendor product proposals, assisting in evaluating submitted proposals to help make an ERP selection, and contract negotiations with a selected vendor. The selected Consultant will also assist Wake County with developing an estimated acquisition and implementation budget for the new ERP platform including any associated ongoing operating costs.

Throughout this RFP, “Proposer” refers to qualified firms that submit Proposals and “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 County Overview

Wake County: Wake County North Carolina is one of the fastest growing areas in the nation and the most populous county in the state, with more than 1.1 million residents. The County consists of 12 municipalities and includes Raleigh, the County seat and State capital. The County’s population is estimated at 1.15M residents with a 1.8% growth rate in 2020. The County has received national and international rankings and accolades from publications such as Money, Fortune, and Time magazines as being one of the best places to live, work and play. The central location of the County allows for a short drive to the spectacular mountains or coast. Wake County Government is governed by a seven-member Board of Commissioners, who are elected at-large to serve two-year terms. Wake County Government has a general fund operating budget of \$1.57 billion, employs approximately 5000 plus employees and temporary staff, experiences minimal turnover, and is an award-winning leader in wellness and technology initiatives.

Current ERP platform overview:

Below is a list of the functional components of the County’s current ERP software platform.

- **Finance:** general ledger, procurement, accounts payable, accounts receivable/cash receipts, bank reconciliation, budget, capital assets, vendor management/vendor self-service, reporting.
- **Human Resources:** benefits administration, payroll administration, timekeeping and scheduling, leave management, electronic personnel and confidential files, multi-state tax reporting, W2 and ACA functionality, recruiting, onboarding, performance management, succession planning, learning management.
- **Budget:** Operating and capital budget formulation, configurable budget forms; position, salary and benefits forecasting; workflows, stage approvals and ranking; data query; budget

book publishing; organization narratives; performance management and service inventory; historical, budget and actual expenditures and revenue data retention; statistical data retention; versioning and auditing on requests; calculation, projection, allocation and scenario functionality; import/export; real time reporting; flexible, customizable governmental chart of accounts and consolidations parallel to Financial and Human Resources system; role-based security enforced by form, workflow/stage, and chart of account elements.

1.3 Scope of Services

1.3.1 Financial Assessment: Assist Wake County in identifying an estimated price range for an ERP software and system implementation to aid in internal budgetary preparations.

1.3.1.1 The Consultant will work with County staff to develop an estimate of the total capital and operating costs associated with an ERP platform replacement. The cost model should include a timing of funds projection that illustrates the total amount of capital funds the County will require and when those funds must be available. The cost model should also include an estimate of the total ongoing operational costs needed. The cost model should forecast capital and operating costs for a seven-year period.

1.3.2 Procurement Assistance: It is expected that the Consultant will be able to provide a comprehensive set of services including but not limited to the tasks detailed below. The County will work with the selected Consultant to determine what, if any, tasks will be performed on-site.

Note: The County will perform all project management steps associated with implementation of the selected ERP software. Implementation project management services should not be included in the Consultant's scope of services.

1.3.2.1 *Process Improvement (comprehensive study of how County departments use ERP systems and how a modern ERP could benefit us)*

1.3.2.1.1 Review of existing ERP systems, functionality, interfaces, and integration points including review of the of the County's ERP planning work done to date.

1.3.2.1.2 Facilitate requirements gathering using interviews, document analysis, workshops, use cases, data flow diagrams, and other techniques as appropriate.

1.3.2.1.3 Determine which of the existing ERP systems will be retained and which will be replaced.

1.3.2.1.4 Develop a detailed requirement specifications document, listing within each ERP module the specific key functionality or requirements for that module that will allow a compare and contrast of the software solutions presented at the ERP RFP stage.

1.3.2.1.5 Rank the key requirements, noting which are most critical to the decision (e.g., required, important, nice to have, explore, etc.).

1.3.2.1.6 Define technology-based specifications the County has that will influence the software decision, including cloud vs. on-premise, Software as a Service and Managed Services offerings, operating system preference, database requirements, hardware specifications, programming language, interface or integrations requirements to other applications, and IT support staff.

1.3.2.2 *Develop Request for Proposal*

- 1.3.2.2.1 Develop an RFP document that incorporates information pertaining to the history of the project, a high-level description of the County's current environment, the County's desired approach to implementing a new ERP solution, the County's functional and technical requirements, a structured list of points for vendors to address in their responses, and evaluation criteria.
 - 1.3.2.2.2 Coordinate a work session with the County's procurement team to review the draft RFP, collecting any feedback or additional terms for inclusion, before updating the RFP to "final".
 - 1.3.2.2.3 Provide a distribution list that includes most of the major ERP solution vendors in the market.
 - 1.3.2.2.4 Coordinate and assist the County in responding to vendor questions and developing corresponding addenda.
 - 1.3.2.2.5 Coordinate, plan, and lead a pre-proposal meeting for interested vendors, facilitating the questions and answer portion of that meeting.
 - 1.3.2.2.6 Compile a list of questions raised in that meeting and prepare, on behalf of the County, suggested responses.
- 1.3.2.3 *Vendor Selection*
- 1.3.2.3.1 Facilitate the proposal review process by analyzing vendor proposals to identify issues, risks, exceptions, omissions, and objections, compiling them into a single executive-level Proposal Summary Memo. The memo will identify key areas for consideration by the County's evaluation team related to each vendor's ability to meet minimum requirements, and alignment with the evaluation criteria in the RFP.
 - 1.3.2.3.2 Facilitate a meeting with the County's evaluation team to review the proposal summaries, provide discussion of each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. Consultant should clarify any open items with these short-list vendors before issuing invitations for demonstrations.
 - 1.3.2.3.3 Develop a draft demonstration script template and provide it to the County for review. After finalizing the County-approved version, Consultant shall provide the appropriate scripts to each vendor in advance of their demonstrations.
 - 1.3.2.3.4 Facilitate vendor demonstrations.
 - 1.3.2.3.5 Participate in reference interviews which may or may not include virtual and/or site visits.
 - 1.3.2.3.6 Prepare a written recommendation for County Board presentation reflecting core project team support for purchase of the finalist(s) ERP system(s).
 - 1.3.2.3.7 Attend County Board meeting in support of recommendation to purchase the ERP Vendor finalist(s) system(s).
- 1.3.2.4 *Contract Negotiations*
- 1.3.2.4.1 Participate in contract negotiations with selected vendor to ensure a performance-based contract, where software and services are paid based on completion of predetermined milestones.
- 1.3.2.5 *Governance and Change Management*

- 1.3.2.5.1 Review the County's current ERP Governance structure and documentation and make recommendations for improvements to support project success.
- 1.3.2.5.2 In conjunction with the County's Change Management Specialist, perform an organization readiness assessment to determine the County's ability and readiness to take on a large ERP replacement project. Provide recommendations to achieve readiness.
- 1.3.2.6 *Other Optional Services*
 - 1.3.2.6.1 Consultant at their discretion, may propose additional value-added services beyond those defined above for consideration by the County. Additional value-added services should be priced as optional in the Cost Proposal section.
- 1.3.3 Deliverables: It is expected that the Consultant will be able to provide a comprehensive set of deliverables including but not limited to:
 - 1.3.3.1 Project documents necessary to support a project of this size – project schedule/timeline, project plan, communications plan, executive status reports, etc.
 - 1.3.3.2 Detailed system requirements document detailing the specific key functionality/requirements for each module required for the ERP RFP, including ranking (e.g., required, important, nice to have, explore, etc.).
 - 1.3.3.3 Detailed document detailing the technology-based specifications influencing the software decision.
 - 1.3.3.4 ERP RFP document for issuance, that is compliant with Wake County's procurement policy.
 - 1.3.3.5 Lead vendor pre-proposal conference.
 - 1.3.3.6 Draft and coordinate responses to vendor questions during the proposal period.
 - 1.3.3.7 Develop evaluation materials to include criteria, demonstration, and interview scripts, scoring criteria, and scoring analysis.
 - 1.3.3.8 Coordination of software demonstrations and on-site/virtual presentations.
 - 1.3.3.9 Assist with the identification of potential risks and issues to ensure Wake County makes a complete and informed selection decision.
 - 1.3.3.10 Lead evaluation of vendors and interviewing process.
 - 1.3.3.11 Contribute to contract negotiations with selected vendor to ensure a performance-based contract, where milestones are paid when accomplished.

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 Wake County 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.
- 1.4.3 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.
- 1.4.4 The Proposer selected to provide the services described in this RFP will be required to execute the County's Information Access Confidentiality Agreement prior to beginning work for the County.

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 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, Purchasing Manager
Wake County Finance Dept - Procurement Services
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, Purchasing Manager
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 proposals no later than **3 pm on December 21, 2021**. *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 2.1. The deadline for submitting questions is November 22, 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 December 3, 2021 and can be found on here <https://www.wakegov.com/departments-government/finance/current-business-opportunities>. 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 December 3, 2021.

2.5 Tentative Schedule

Date	Event
November 1, 2021	RFP Released
November 22, 2021	Pre-Proposal Questions Due (in writing), 5:00 pm
December 3, 2021	Addenda (Question Responses) Issued (if applicable)
December 21, 2021	RFP Responses Due, 3:00 pm

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 **November 22, 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 on **December 3, 2021**.

2.7 Finalists and Interviews

From the proposals received, County Procurement 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.

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

Proposers shall have the ability to meet the following insurance requirements, at their sole expense, 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 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.

All insurance documentation shall be sent to:

Wake County Finance Department
Wake County Justice Center – Suite 2900
P. O. Box 550
Raleigh, NC 27602

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 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.

3.12 Additional Services

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

3.13 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.

3.14 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 FORMAT	
Section Number	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, 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 1.2, and Section 1.3.

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

4.3.1.1 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.

4.3.1.2 Describe the procedures your firm has put into place for meeting professional independence standards, as described under Governmental Auditing Standards.

4.3.1.3 How long the company has been providing services to clients similar to the County.

4.3.1.4 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

4.3.2.1 Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority.

4.3.2.2 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.

4.3.2.3 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.

	REREFENCE #1	REREFENCE #2	REREFENCE #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.

REQUIRED Summary Cost Breakdown

If your organization would like to include additional value-added services beyond those defined in the Scope of Service section, you must break the cost out separately.

SCOPE ITEM	SERVICE	COST SUMMARY
1.3.1	Financial Assessment	
1.3.2.1	Procurement Process – Process Improvement	
1.3.2.2	Procurement Process – Develop RFP	
1.3.2.3	Procurement Process – Vendor Selection	
1.3.2.4	Procurement Process – Contract Negotiations	
1.3.2.5	Procurement Process – Governance and Change Management	
	TOTAL COSTS:	
	Additional Costs – Costs not included in your proposal such as travel, etc.	
	Other Optional Services Proposed	

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 and requirements defined in this RFP.
2. Respondent's proven knowledge and experience in the areas outlined in Section 1.2 and 1.3.
3. Client References.
 - Capability of the Proposer to undertake and support services as described by this RFP 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.