
Request for Proposal

RFP # 14-085

Board of Elections (BOE) LMS Solution



Wake County, North Carolina
Procurement Services
Wake County Justice Center, 2nd Floor - Room 2900
301 S. McDowell Street
Raleigh, North Carolina 27601

Proposals are due Wednesday, December 17, 2014

Before 4:00 pm Eastern



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1.0 Introduction

1.1 Overview

Wake County, North Carolina (“The County”) is seeking proposals and implementation services from qualified vendors for a web-based Learning Management System (LMS). The primary use for this technology will be to:

- Provide a repository for on-line and instructor led training content
- Provide class scheduling and registration by user role, and
- Track registration and training results.

Responding vendors will offer Board of Election (BOE) Staff a commercial off-the-shelf (COTS) service to adequately meet business requirements. The County is seeking a “turn-key” solution; all services, design and equipment should be included within a single contract, to fulfill the scope and requirements of the LMS solution.

1.2 County Background

Wake County is the 2nd most populous County in North Carolina and continues to experience growth even during this economic downturn. The County consists of thirteen municipalities and includes Raleigh, the County seat and State capital. A unique mix of urban and rural small towns distinguishes Wake County from other counties and provides something for every lifestyle. The County has a population of approximately 1 million residents. The County’s FY 2015 Budget is \$1,063,535,000 with a property tax rate of 57.8 cents, and the County employs approximately 3,900 employees.

Wake County serves as a host for numerous events including the North Carolina State Fair, government receptions, and special events. Furthermore, the County encompasses part of one of the largest research parks in the United States with over 120 companies, including such international powerhouses as Cisco, Biogen, IBM, GlaxoSmithKline, and NetApp in a 32 square mile park. In addition, Wake County has numerous State and Federal government buildings and several universities such as, North Carolina State University, William Peace University, Shaw University, and others.

Wake County proper has an area of 857 square miles, of which 467 square miles lies within a municipal planning area. The remaining 390 square miles is the jurisdiction of the County. Wake County’s population is projected to reach 1 million in 2015 and 1.1 million by 2020.

1.3 Project Scope

The objective of this project is to provide a web-based learning management system for the BOE officials. The system must provide access for Wake County BOE staff to manage training content and class assignment by role, and external training participant access for course registration and online class materials and participation.

1.4 Project Stakeholder

1.4.1 BOE Overview

The Wake County Board of Elections is responsible for maintaining voter registration and conducting all federal, state, and local elections for more than 660,000 voters. The Wake County BOE maintains 200 polling places

across the county that open 2-5 elections per year. These polling places are staffed with up to 3,000 precinct officials. The BOE is required by law to train all precinct officials prior to each election. Instructor-led and online training for precinct officials are currently managed in an existing Learning Management System.

Additional responsibilities of the BOE include filing candidates for office, auditing campaign finance reports, testing and programming voting equipment, maintaining voting booths and other elections supplies, managing absentee by mail voting, and operating up to 30 early voting locations during the 10 day period before each election.

1.4.2 Activity Measurements

From our ERNIE database of over 3000 volunteers (see section 1.4.4 for additional database details), the staffing team manages the initial assignments. Subsequent drops and reassignments are managed in both ERNIE and the LMS. Figure 1 provides a high level overview of the assignment cycle.....

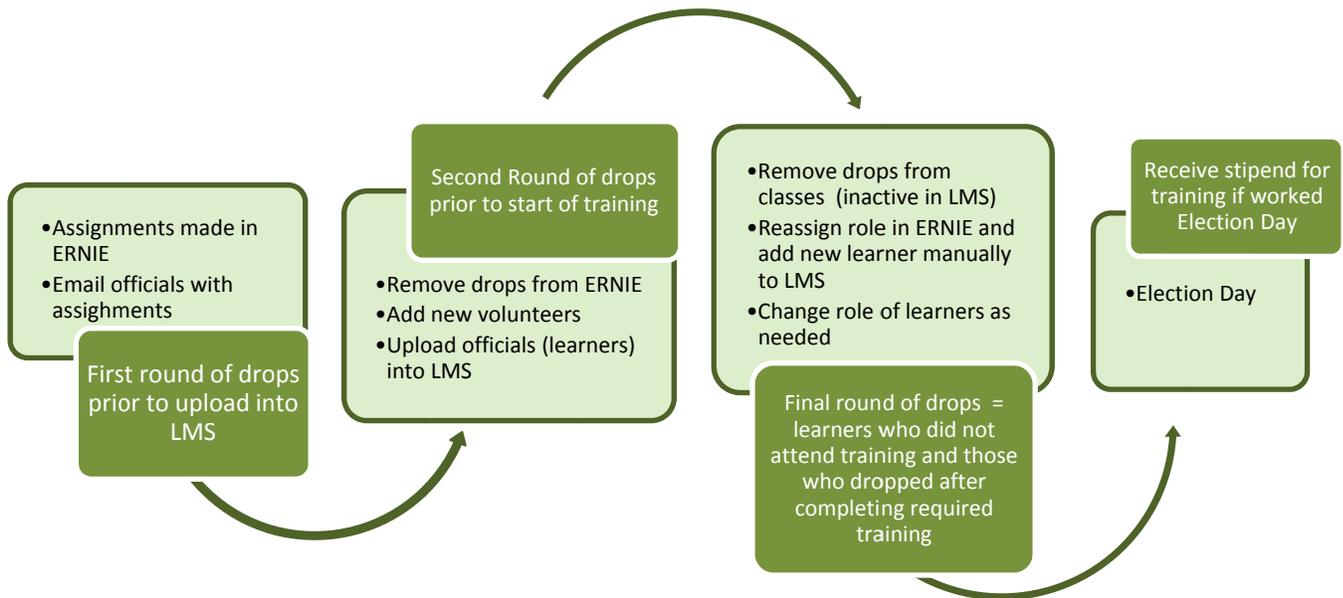


Figure 1: Process Flow from Assignment to Payment

Figure 2 below is an estimate of the learners and classes by election. Management of learners in the LMS is a very fluid process with officials dropping and other learners added to fill those vacancies throughout the training cycle. There are between 15 and 20 staff members using the LMS to support election training efforts.



Election Date(s)	Election Type(s)	Officials Originally Assigned	Officials Uploaded to LMS	Election Day & Early Voting Officials Trained	In-Person Classes Taken	Online Classes Taken	Number of Class Types	Number of Officials Worked
10/11/2011 and 11/8/2011	Municipal	1800	1600	1500	2890	0	6	1300
5/8/2012 and 7/17/2012	Presidential Primary/Runoff	1850	1750	1850	3770	342	9	1704
11/6/2012	General	2000	1850	1950	2890	1149	9	1844
3/12/2013	Bond	100	100	70	100	0	4	64
10/8/2013 and 11/5/2013	Municipal	1500	1300	1500	2200	807	11	1405
5/6/2014 and 7/15/2014	Primary/Runoff	1800	1700	1650	2700	980	9	1525
11/4/2014	Midterm*	2100	1900	2000	3070	750	6	1850
10/6/2015 and 11/3/2015	Municipal*	1700	1600	1500	2340	1050	TBD	1450
5/3/2016	Presidential Primary/Runoff*	2200	1950	2050	4500	1100	TBD	1950
11/8/2016	General*	2300	2200	2250	3800	1150	TBD	2150
10/10/2017 and 11/8/2017	Municipal*	1600	1500	1550	2500	1000	TBD	1500
*numbers are an estimate							Number of Internal Users = 15 to 20	

Figure 2: Number of Officials & Classes

Number of Officials Originally Assigned

This number is the total number of officials we place into assignments in our Precinct Official Management database called ERNIE. This number is inclusive of people with actual assignments as well as back-up (fill in) officials.

Number of Officials Uploaded To LMS

After assignment emails are sent, many officials will discover that they are not available or unable to fulfill the duties. Our staffing team then removes them from their assignment and if possible adds a fill-in to replace the official. This process evolves over several days prior to a bulk upload of learners into the LMS. The officials who have not dropped are then uploaded into the LMS. Once officials receive training information, there will be another round of officials who will drop. Additionally there can be several hundred added manually after the initial bulk upload fill vacant assignments.

Election Day And Early Voting Officials Trained

This number is the actual number of *individual* officials that are trained either on-site with instructor lead training or online.

Number Of In-Person Classes Taken And Number Of Online Classes Taken

These numbers reflect the total number of classes completed. You will notice that the number of learners (officials) is smaller than the number of classes. This is a reflection of the requirements by learner role. For example a person designated as an Assistant may only be required to take one class, however a



Chief Judge could be required to take multiple classes as well as reserve his/her supply pickup time or book a time to speak with a facility manager. All of these things must be scheduled in the LMS.

Number Of Class Types

This number includes a variety of class and meeting types such as Chief Judge Training, Basic Statutory Training, and Online laptop "refresher" required prior to the on-site Help Table class, Supply Pick-up appointments, etc.

Number Of Officials Worked

This is the final number of officials who actually work Election Day and receive a stipend for both their Election Day service and their training. Included in this number are the officials who work Early Voting. 85% of Early Voting workers are also Election Day officials.

At each point of the process we manage drop-outs from volunteers who are unable to serve. The number of officials who work on Election Day is significantly less than the number originally assigned to work. In a larger election between initial assignment and bulk upload into the LMS up through Election Day, the staffing team may manage up to 500 drops and replacements.

1.4.3 Technical Infrastructure/Environment

E-mail

The County's e-mail platform is Lotus Notes, Release 9.0. Solutions that are compatible with Lotus Notes for email messaging are preferred.

Active Directory

The County uses Microsoft's Active Directory (AD) to authenticate and authorize users for access to the network. Proposed systems that utilize AD and eliminate the need for County users to have a separate LMS account are preferred.

While the County's most important objective is to procure the best system to meet the BOE business needs, the County has certain infrastructure and technology standards in place. The County will evaluate and consider premise-based, vendor hosted or Software as a Service solutions. For premise-based solutions, vendors presenting solutions that fit into the environment described below will be given strong preference over those who do not.

Server Operating System

The county standard for Windows server operating systems is Windows Server 2008 R2 and/or Windows Server 2012 R2. The newer version is preferred, when possible.

Database

The County has a strong preference for products that store their data in databases which meet County standards, and provide customers with published database schemas to allow integration and reporting by the County staff where appropriate. Wake County requires a system developed with an integrated, relational database using Wake County database preferences which include Microsoft SQL or Oracle, specifically SQL 2008 R2 or Oracle 11g or higher. Wake County currently supports these database platforms and plans to continue support for them in the future.

Client Operating System

The selected LMS should support the browsers and operating systems commonly used by our general public. Targeted browsers are: Internet Explorer 9, 10 & 11; Chrome 37.x & 38.x; and Safari 7x & 8x. This LMS should also support the top most commonly used desktop operating systems: Windows 7 and Mac OS X. With the increased number of tablet users, a desired LMS should also support iOS 7 & 8 and Android 4x.



Network

Wake County has a modern technology environment and the following aspects of the County's technology infrastructure should position the County to support the technical operations of the proposed system:

- The County has an enterprise network that links thirty major County facilities and 90+ smaller sites. Local LAN PCs connect to the network using Fast Ethernet (100 Mb). Wide area connections between major buildings utilize 1 Gb, 100Mb, and 10Mb fiber Metro Ethernet connections. Smaller sites utilize 15Mb x 2Mb cable modem connections. The County also supports Virtual Private Network (VPN) for employees and business partners. The County utilizes North Carolina Research and Education Network (NCREN) for internet connectivity. Wake County also supports 802.11g wireless in most major conference rooms and employee collaboration areas.
- In addition to traditional mainframe and AS/400 platforms (being phased out as project funding is approved), the County supports both Microsoft Windows Server and Red Hat Linux server platforms.

Reporting Tools

Depending on reporting capabilities of the proposed system, standard reporting tools, such as Crystal (Business Objects) and SQL Reporting Services should be supported as well.

Commercial Off the Shelf Software

The County has significant amounts of both purchased commercial products and custom developed software in use. While the business processes in the BOE area may require configuration, the County believes that the needs of the County can best be met by contracting for a service in which the majority of the stated business requirements can be met with minimal customizations required. The County will not consider "ground-up" custom-developed software. Vendors who demonstrate currently available products with capabilities that meet the needs of the County will be given preference to those proposing to develop custom software in response to this procurement. The County strongly prefers a product that can demonstrate that the majority of routine changes can be handled by the business users rather than requiring technical staff assistance or coding changes. The proposed LMS system should also be easily extendable to additional processes and groups within the County.

For the purpose of this RFP and response to the Functional Requirements Matrix, a "Configuration" is a system change where setup is required with built-in tools and procedures, but there is no required change in source code. A system change needing "Customization" requires programming change to source code. In addition, to facilitate ease of future upgrades, the County intends to implement a minimum amount of customizations in the software. Any requirement met by a customization to the proposed system must be accompanied with the cost for the stated customization.

1.4.4 ERNIE

ERNIE is an MS Access 2013 database that the Board of Elections uses to internally manage Election Day precinct officials. The Board of Elections staff use ERNIE daily to manage precinct official assignments and multiple users may log in at the same time.

Core functions of ERNIE include the following:

- Ability to maintain a profile for each precinct official that includes contact information, availability and eligibility statistics for each election, and other personal information that is relevant to elections
- Ability to review and accept applications to be a precinct official before they are accepted into ERNIE.
- Ability to assign precinct officials to work an election at a specified polling location
- Ability to maintain historical records of previous Election Day work assignments and election training for precinct officials.
- Ability to send mass emails and template emails to precinct officials

- Ability to track/log communications between BOE staff and precinct officials
- Ability to provide customizable reports in various exportable document formats

It is important to note that in every election training cycle, class eligibility and training requirements vary based on each precinct official's individual work assignment. These personalized training requirements are determined by the unique Election Day job assignments made in the ERNIE database. For this reason it will be necessary for the LMS and the ERNIE database to be able to communicate with each other, via import files, or via a constant database connection, or other method.

ERNIE provides some functionality that was developed because our existing LMS was unable to provide that functionality. BOE is willing to retire the functionality of ERNIE listed below if the proposed LMS provides the functionality:

- Ability to determine user group, access level, and class eligibility for precinct officials based on their Election Day job assignment and their prior work experience as a Wake County precinct official
- Ability for BOE staff to check-in a precinct official for in-person training class that they have previously registered for in the LMS, for attendance purposes.
- Ability to format and print individual training name badges for in-person training that list each precinct official's name, a unique identifier (voter registration number) with barcode, their Election Day job assignment, their Election Day precinct assignment, and a list of classes they have registered for within the LMS. Not only is this useful information for both the precinct official and BOE staff to confirm, but the barcode with unique identifier allows for a more streamlined check-in process for in-person training.
- The ability to retain historical training records including class attendance logs showing which precinct officials completed online training courses, attended in-person classes that they had previously registered for, and which precinct officials were "no shows" for in-person classes that they had previously registered for in the LMS.

1.5 General Bidding Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified in Section 4.0 and submit all hard copy and electronic 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.

Proposals that focus on only one area without addressing the other areas will not fare well during the evaluation process. Multi-vendor proposals will be accepted, but the evaluation team will examine the degree of integration and consistency of user interface between software modules extremely critically. If a multi-vendor proposal is submitted, it is critical that the proposal clearly delineate which vendor will hold and manage the contract, while coordinating the work of the other vendor(s). In addition, the primary vendor must describe its program management capabilities and provide references to other multi-vendor projects of similar size and complexity as part of the proposal.

By virtue of submitting a proposal, interested parties are acknowledging:

1.5.1 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. Furthermore, the County reserves the right to delete or add functionality up until the final contract signing.

1.5.2 This RFP is a request for software and implementation services. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered. The County will only accept proposals from software firms and not their third-party resellers.

- 1.5.3 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. Proposers are to provide all work effort needed to meet the functional requirements as part of their proposal. Proposers must submit pricing that includes, but is not limited to, the cost of all software licenses, database licenses, user licenses, seats, implementation services, training services, and rates for customizations. Finally, the County reserves the right to ask Proposers to resubmit proposal pricing on either a not-to-exceed or a combination of fixed and not-to-exceed basis.
- 1.5.4 The County prefers that licenses for software 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 ten years are presented).
- 1.5.5 Proposals will be received by Wake County at the time and place so stated in 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.
- 1.5.6 Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Realizing the nature of a competitive environment and protecting the integrity of the process, respondents are not to contact any county staff or elected official in reference to the process. As information becomes available and is relevant for release, that information will be shared with respondents. Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.
- 1.5.7 ***All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination.***
- 1.5.8 ***The project proposal must be “turn-key”. All services, design, etc. should be in a single contract.***

2.0 General Submittal Requirements

2.1 Pre-qualification Requirements

Proposers must meet the following pre-qualification criteria in order for a proposal to receive consideration.

Software Proposers: All software Proposers must meet the following pre-qualification criteria for their proposal to be considered:

- The majority of the functionality described in this RFP must operate on web-based architecture. For clarification, the County uses the following terms and definitions:
 - Web-based: An application in which all or part of it is downloaded from the Web each time it is run. The term typically refers to the use of web services, web browsers and Java applets.
 - Web-enabled: Able to connect to or be run on the Web, but is not written to run natively on the web like a web-based application. The term typically refers to an application that outputs HTML for display on the Web or that launches a web browser to retrieve specific web pages.
- The major release of the Vendor's proposed software must have, at minimum, all or some modules operating in a production environment with future modules in development for a city or county government similar in size to Wake County for a minimum of one year prior to the release of this RFP.
- The software Proposer agrees that they will warranty the software solution to the business requirement responses requested in this RFP.

Implementation Proposers: All implementation services Proposers must meet the following pre-qualification criteria for their proposal to be considered. Implementation services Proposers are required to complete and include **Attachment 2** as part of their proposal.

- The proposing implementation firm is certified by the software Proposer to implement the software being offered in the proposal. (Note: This requirement is not applicable to software vendors who also provide implementation services.)
- The implementation firm has implemented the proposed software solution at a governmental entity (counties or cities preferred) in the past three (3) years.
- The proposal for all implementation services (including change management, training, and technical development / administration) must be provided on a fixed price basis. The implementation firm agrees that they will warrant all professional services to the business requirement responses requested in this RFP.

2.2 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 143-129.8, 143-135.9, 147-33.81 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:
Tom Wester
Purchasing Director
twester@wakegov.com
919-856-6153

2.3 Proposal Submittal Requirements

In order to facilitate the analysis of responses to this RFP, 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.

Seven (7) hard copies and two (2) CDs with an electronic copy on each must be submitted containing the entire contents of your proposal to the address shown below. Each CD should contain your proposal in pdf format, except for the requirements matrix (Excel format).

Mailing Address:
Tom Wester
Wake County Finance / Procurement Services
Wake County Justice Center, 2nd Floor - Room 2900
301 S. McDowell Street
Raleigh, North Carolina 27601

The County must receive proposals no later than **4:00pm Eastern on 12/17/2014**. *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. Late proposals will not be accepted. 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.

2.4 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.

2.5 Proposer's Offer

The proposer offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the software and services described herein and in any applicable related documents (e.g., Notification of Solicitation, Request for Information, Addenda, Contract, Bonds, Insurance, Plans, etc.).

2.6 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. All questions submitted must be in writing. The deadline for submitting questions is **5:00pm Eastern, 11/20/2014**. All questions will be answered to the extent possible in the form of addenda to the specifications. All written requests for clarification should be addressed to the attention of Tom Wester.

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.

2.7 Tentative Schedule

Action	Target Date
Distribution of Request for Proposal	October 29, 2014
Pre-proposal Conference	November 19, 2014
Question Submission Deadline	November 20, 2014
Sealed Proposals Due	December 17, 2014
Proposal Evaluations and Discovery	December/January 2015
Software Demonstrations	January/February 2015
Client Interviews of Elevated Proposers	February/March 2015
Product/Vendor Selection	March/April 2015
Present Recommendation to Board of Commissioners	April/May 2015

2.8 Pre-proposal Conference

A pre-proposal conference will be held on **Wednesday, November 19, 2014 at 10am Eastern** at the Wake County Office Building, Ground Floor Conference Room, 337 S. Salisbury Street, Raleigh, NC 27601. A conference bridge has been setup, with a maximum of 30 attendees on a first come first serve basis with a maximum of one connection per vendor. Please notify Carmelitta DeGraffinreed at Carmelitta.Degraffinreed@wakegov.com if you are planning to remotely connect to the meeting. Otherwise, please notify Tom Wester at Tom.Wester@wakegov.com for an in-person attendance.

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal presentation and discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Answers provided to questions prior to and presented at the pre-proposal conference along with a list of attendees will be posted to the County's Web site within seven (7) calendar days.

2.9 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 that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint. The County may also, at its sole discretion, have discussions with those proposers that it deems in its sole discretion 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.

2.10 Non-disclosure of County Information

All data and information gathered by the proposer and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the proposer and its agents 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.

2.11 Retention of Proposer Material

The County reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to proposer.

2.12 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 respondent must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional requirements as included in this RFP. Furthermore, the warranty, at a *minimum*, should be valid for a period of 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 12-months after the system acceptance date of the respective modules. The implementation services firm must ensure that the implemented software conforms to the requirements responses warranted by the software vendor.

Hosted Solutions: The proposer shall provide warranty information related to the hosted or software-as-a-service (SaaS) solution(s) outlined in the proposal.

2.13 Maintenance Fees

The County will view proposals more favorably that waive or discount the software maintenance fee for the first year (since the software is not in production yet). The County will not pay annual maintenance fees in advance of services being provided. Year 1 of maintenance should be included in the cost of the software. Provide a breakdown of maintenance fees for years 2-5, including the percentage increase per year and a not to exceed

schedule based on an escalator (e.g., 2% per year) for Years 6 -10. The County will only purchase maintenance and support from the software vendor itself. Furthermore, the County requires the software firm to guarantee the right to renew the software maintenance agreements after the initial term specified in the contract. The County will negotiate the fee structure at the time of renewal.

2.14 Additional Users and Modules

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

2.15 Limits on Subcontractors for Implementation

The County has approval rights over subcontractors. The County will not allow more than 25% of the work effort of the implementation to be carried out by subcontractors. Proposing firms must identify all subcontractors in their proposal and these subcontractors must conform to all County policies regarding subcontractors.

Furthermore, the implementation Proposer understands, acknowledges, and agrees that if they subcontract with a third party for services, the primary implementation Contractor accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute will be promptly remedied by the primary Contractor. Failure to promptly remedy or to make the prompt payment to a third party (subcontractor) may result in the withholding of funds from the primary Contractor by the County for any payments owed to the third party.

2.16 Participation of Software Proposer During Implementation

The County is requiring the selected software vendor to participate in the implementation effort. Software vendors will be required to invest a minimum of ten percent work effort in meaningful activities for this task. Activities for the software vendor may include:

- Review of project management plan.
- Consultation assistance for sizing of hardware.
- Review of proposed configuration designs of the software.
- Review of functional and technical test scripts.
- Provide technical assistance to County programmers.
- Provide pre-"Go-Live" review and support.
- Provide periodic quality assurance review of the software implementation.
- Other activities that will be negotiated as part of the overall statement of work.

If the software vendor is not the primary implementation consultant, the implementation consultant is to subcontract with the software vendor for these services. Outside of the software licensing contracts, the County expects to sign a single implementation services contract only.

3.0 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that they have carefully examined this Request for Proposal and documents attached hereto for terms, conditions, specifications, covenants, requirements, software, services, etc. and the Proposer certifies that they understand the scope of the work to be done, that the Proposer has knowledge and expertise to provide the scope of the work, and that their proposal is based upon the terms, conditions, specifications, services, software and requirements of this RFP and attachments. The Proposer further agrees that the performance time specified is a reasonable time. By their signature on the response to the RFP, the Proposer certifies that their 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 they understand 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, they: (1) have 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 Wake County.

3.4 Indemnification

Provider agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, expense, or penalty (including reasonable attorney's fees) arising from breach of this contract or injury to persons or property caused in whole or in part by the negligence or misconduct of the Provider, its employees or agents, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

3.5 Delivery of the Project Plan and Initial System Design

The project plan and initial system design document (or other substantively equivalent implementation documents as may be agreed to by the County prior to contract signing) are to be delivered within a contractually specified timeframe after contract signing. The project plan shall contain a complete work

breakdown structure with task dependencies and predecessors. Non-performance in this regard may result in penalties.

3.6 Liability for Failure to Provide Functionality

In the event the selected proposer (Implementer) fails to provide a functionality in accordance with its response to this RFP after notice and reasonable opportunity to cure, the County may (1) terminate the implementation agreement for cause, or (2) upon written notice to the Implementer, obtain the functionality from a third party, in which case the Implementer shall be liable for any additional costs incurred by the County in obtaining the promised functionality and such amount may be subtracted from any amount owed to the Implementer. This remedy will be in addition to any other warranties or remedies provided.

3.7 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.

3.8 Payment

Payment for the BOE LMS system and for the implementation of 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 Contractor 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.

In addition, the County will retain 20% of all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

3.9 Insurance

Service Providers 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 Risk Manager. Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site.



Technology Services Professional Liability (Errors and Omissions) Insurance with limits no less than \$1 million per claim and \$2 million aggregate. Shall include coverage for third party expenses resulting from breach or loss of information arising from either negligent or intentional acts of Provider's employees or an outside source, including breach response expenditures and defense. A copy of Provider's policy shall be produced upon request. 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' if the policy expires or is cancelled or not renewed. If coverage is replaced, the new policy must include prior acts coverage or a retroactive date to cover the effective dates of this agreement. Provider shall provide on an annual basis a Certificate of Insurance to Wake County specifying whether the required coverage is underwritten on a claims or occurrence basis, and if on a claims basis, the retroactive date of the coverage. The duty to provide extended coverage as set forth herein survives the effective dates of this agreement.

Professional Liability (Cyber Risk) with limits of \$1 million per occurrence/\$2 million aggregate.

Employee Dishonesty (fidelity bond or crime policy) with limits of \$250,000 which name Wake County as the loss payee.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Contracts Manager
Wake County Justice Center, 2nd Floor - Finance Department
301 S. McDowell Street
Raleigh, NC 27601

If the Service Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered.

3.10 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.

3.11 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential

information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.12 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.

3.13 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.

3.14 New Services

From time to time during the implementation period and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"). Prior to beginning work on any New Services, the Proposer and County will agree and document the scope of work to be performed and compensation rate. This will be accomplished through an amendment to the contract.

4.0 Detailed Submittal Requirements

4.1 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:

PROPOSAL SECTION	TITLE
	Title Page
	Letter of Transmittal
	Table of Contents
	Pre-qualification Certification Forms
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Proposed Software and Computing Environment
5.0	Responses to Functional/Technical Requirements
6.0	Implementation and Training Plan
7.0	Maintenance and Support Program
8.0	Client References
9.0	Cost Proposal
10.0	Exceptions to the RFP
11.0	Sample Documents

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.

4.2 Executive Summary

(Proposal Section 1.0) This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. The summary should be oriented toward the business personnel who would use the automated processes and should include technical information and language only to the extent required to describe the proposal. Please note that the executive summary should identify the primary engagement contact for the software firm, the contact for the implementation services firm if different, and the contact for any third-party software being proposed. Contact information should include a valid e-mail address, fax number, and a toll-free telephone number.

4.3 Scope of Services

(Proposal Section 2.0) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the warranty period.

4.4 Company Background

(Proposal Section 3.0) Each proposal must provide the following information about the submitting proposer's company, the implementation partner's company and any third-party vendor being proposed to provide a business function 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.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- How long the company has been selling the proposed software to clients similar to the County.
- Include system/technical history of the company as background (ie, how the company came to exist, purchases of other companies with technical components of your software, etc.)
- Most recent audited financial statements for the software vendor and the software implementation firm as contained in relevant annual reports. The statements should include information on annual sales, profitability, etc. (Note: Only 1 copy of the financial statements is required. If preferred, this may be provided on a separate, labeled CD.)
- Listing of installs at entities similar to the County by name and state. The number of users, distinguished by business department and program with the contact name for each, should also be included.
- Listing of all major software releases/upgrades for the past two (2) years
- Any material (including letters of support or endorsement from clients) indicative of the proposer's capabilities.
- A brief description of any pending litigation.
- A list of clients where the contractual relationship was not completed and was severed for reasons other than convenience. A brief description of why the relationship was severed and the names of the Implementer, the Implementer's Engagement Manager, and the Project Manager are also required.
- If partnering, how long the implementer has worked with the software vendor and how many implementations the two parties have completed together and the structure of the partnerships.
- Evidence that the vendor is a corporation, is in good standing and qualified to conduct business in North Carolina.
- Copies of business licenses, professional certifications or other credentials.

4.5 Proposed Software and Computing Environment

(Proposal Section 4.0) The proposer must present, in detail, the version, features and capabilities of the proposed system. The optimal future configuration will depend heavily on the product chosen and how much of the desired scope can be accommodated by the proposed solution configuration versus customization.

In addition to the description, please provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

- 4.5.1 Technology Architecture. Included in this section should be a detailed technical overview of any proposed hardware or software platform, including network, tools, peripherals, software licenses, and the logical distribution of system components and processes across the architecture. Include hardware/software architecture diagrams, process flow diagrams, network diagrams and minimum server and client computer configurations where appropriate. As the County will evaluate vendor-hosted solutions as well, apply the proposed questions and identify the environment on which the County's LMS system will reside.

Provide details regarding the system's fault tolerance and ensure the following questions are answered: Upon which platforms does your system run? What are the optimal and minimum network requirements? What are the optimal and minimum server requirements? What are the optimal and minimum client requirements? What client and server operating systems are supported? What hardware and software is required for the proposed system at start up and over the first ten years of operation? What technical environments are needed during the development, test, training, and production phases? What are the hardware, software, and infrastructure requirements that an external organization would need to meet in order to install and interface with the County's system? What are the minimum technical requirements for any supporting hardware and mobile devices (i.e. signature pad, mobile phone credit card reader, document scanner, wireless tablet, etc.)? What are the shared and/or virtual server capabilities? What browser plugins (with version numbers) are required? Will mail be routed through our systems using SMTP relay with formatting done in html or text? if so, does it work with Lotus Notes? What safeguards are in place to ensure that the email system is not vulnerable for use as a spam relay? How often is the security of that system reviewed for vulnerabilities? How frequently does your domain need to be removed from blacklists?

- 4.5.2 Modular Integration. What proposed modules are fully integrated (part of the base software) into the main application? What are the third party applications? If there are proposed third-party applications, how are they integrated into the main application? For instance, do the third-party applications share security definitions and similar menu structures? In addition, what do you use to integrate your product with other systems? Proposers must include the cost of any third party products, including the software cost, maintenance, implementation, training cost, and any other related costs in the total cost of this proposal. Proposer should also include details on the contractual structure of the relationship with the 3rd party, if any i.e. is there an established business partnership with the 3rd party software provider where the Proposer will be the primary vendor representing interest of both companies, or will a separate contract need to be entered directly with the 3rd party vendor.
- 4.5.3 Administration Toolsets. What administration toolsets are included with the system? What skills are required to maintain the system? What tools are available to customize the system? What are the solution capabilities for system performance monitoring, load balancing, and error reporting? What tools do you provide to account for continuous operations with respect to software changes (i.e. config file)?
- 4.5.4 Security. What security tools are included with the system? How is the security profile defined? What is included in the user security profile? How are the following restrictions accomplished: administrative tool access, application access, menu access, and querying/reporting access? Describe the solution's ability to require strong passwords, force periodic changes, and enforce user lock-out after failed attempts. See Attachment 3 for the Wake County Password Policy.
- 4.5.5 Upgrade tools. What is the software upgrade frequency? How are patches and fixes applied? How are patches and fixes deployed? How are upgrades applied? How much training (technical training and end user) is generally required with upgrades to the system? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the

software does your company support? When are your standard maintenance windows? Do your customers have the ability to select when an upgrade is applied and available for use in production?

- 4.5.6 Databases. Identify and document the database schemas, file formats, and data views, providing an entity relationship diagram and a data dictionary for the solution.
- 4.5.7 Performance. What performance monitoring and tuning tools are included with the system?
- 4.5.8 Roadmap. What system functions are planned for future releases? Include a well-defined product roadmap with target dates, demonstrating the strategic plan of the proposed software.

4.6 Responses to Functional/Technical Requirements

(Proposal Section 5.0) The high-level goals of the proposed system and the technical environment in which the proposed system will exist have been identified. The functional/technical requirements section provides a more detailed list of features and functionality requested. Vendor responses should identify how they plan to accommodate each requirement (or indicate that they are unable to do so). Responses to the functional/technical requirements listed below must be provided in this section of the proposer's proposal.

4.6.1 Response to Requirements Matrix (Attachment 1)

This attachment is an Excel file outlining the functional requirements of the proposed LMS system. If a requirement can be met in part, but not as a whole, use the Comments cell to explain the Response value(s) provided. Any response other than "F" (Fully provided "out of the box" in current software version with no modifications) **requires** clarification in the Comments cell. **Please provide the completed requirements matrix in both pdf and Excel format.**

4.6.2 Response to Essay Questions

In addition to the functional/technical requirements, proposers must provide concise essay responses to the business process questions listed below. The essay responses should provide the County with a clear understanding of how the proposer's solution addresses the County's identified business needs.

1. Describe your approach to using real time integration between ERNIE and your LMS.
2. Does your system have the ability to allow admins to view user screens in real time in order to provide online support? If so, describe how the process functions.
3. Do you have a waitlist function for class registration? If so how does it function (providing applicable process details)?
4. What is the system's recommended and maximum file size for importing /earners/training officials, and what effect does the file size have on system performance and user response times?
5. What is the system's recommended and maximum file size for online training content, and what effect does the file size have on system performance and user response times? What is the maximum number of classes that the system supports and what is the maximum storage space allotted to each client. If applicable, include storage space pricing table with the cost proposal (see RFP Section 4.10).

4.7 Implementation Plan

(Proposal Section 6.0) It is anticipated that a portion of the awarded contract will be professional services. Vendor responses should clearly indicate detailed plans for addressing each of the following topics as well as the cost of each.

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

4.7.1 Specific phases of the engagement to be executed by the vendor/provider. Typical implementation phases include:

- Engagement Preparation
- Solution Planning
- Project Kick-Off
- Solution Implementation
- Data Conversion
- Testing (with training overview)
- Formal Training (End User and System Administrator)
- Customer Deliverables & Knowledge Transfer
- Engagement Closure

4.7.2 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) and specify any lead time that may be required before work can begin.
- Period of performance for the engagement (in business days).
- When the work will be conducted (normal business hours versus after hours or weekends...).
- Vendor project management plan and schedule. If a phased approach (go-live implementation dates by training type, user type, etc.) is a recommended option for County consideration, include the details of the phases here.
- Communication plan.

4.7.3 Project Resources

- Estimated staff needed from the vendor to complete system implementation. This section should include staff roles and skills sets, including resource levels on the project timeline (preferably a Resource Gantt Chart), and needs from the County, such as space and infrastructure requirements. Proposers should submit a proposed project team, with qualifications for each team member. The County reserves the right to require County approval for any changes to the vendor project team.
- Estimated County staff needed to complete system implementation. This section should include staff roles, skills sets and business unit knowledge, including resource levels on the project timeline (preferably a Resource Gantt Chart). Include the technical level needed for system administrators, database analysts, business analysts, and other technical resources.
- Describe which vendor resources will be local and which will be remote resources. In addition, the description should clearly show the number of resources allocated to the project at each phase of the timeline.
- A limited amount of project office space will be made available for use by the vendor project team during system implementation, including furniture and office equipment. Details will be determined during the negotiations process.

4.7.4 Additional information should include:

4.7.4.1 Training

- **Technical System Administrators or Technical Support Staff**
Wake County will require knowledge transfer/ training on platform and proposed system

configuration including data flows, required infrastructure, the management of user accounts, permissions, and access. Wake County must be able to be able to configure the system, and modify as needed for the internal customer departments. Knowledge of data, table structures, and overall reporting must be understood and the process shared for internal Wake County staff to provide support. The County expects these individuals to be able to centrally modify and create new business processes (maintain the system) without vendor assistance following the initial deployment. Vendor responses must provide a detailed system administration and support training plan that covers included topics.

- **End User Training**

A vital part of any new system deployment is training end users. Precinct volunteers have a broad range of technical abilities with the majority being retirees who are not at their computers throughout the day. The system must be simple for the end user and the training should reflect this ease of use. Vendor responses must provide a detailed end-user training plan, including sample training materials.

For all types of training include:

- Options for on-site/off-site, CBT, and browser based training services for the system users.
- The role/responsibility of the software/implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County-end users.
- The role/responsibility of the County staff in the design and implementation of the training plan.

4.7.4.2 Data Conversion

Depending on the available features of the selected system, significant data conversion may be needed. The majority of our historical training data (the list of officials and the classes they have attended for all previous elections) is stored in the ERNIE database. Some of the existing data that may need to be converted or imported into the LMS include:

- Precinct official identification information (12-digit Unique identification number (VRN), email address, first/last name)
- Class attendance records for all precinct officials for all previous elections.

Board of Elections can provide this data in all standardized import formats (excel, csv, txt, etc.) upon request.

4.7.4.3 Web Hosting

If the proposed LMS is a hosted solution where County data will be retained and managed within the vendor's infrastructure, please provide a statement of your record retention rules and customer access to older data for research and budgeting purposes.

In the event the contract is terminated, the County owns the portion of your database that relates to its transactions and will require that a copy of such data be returned to the County in its entirety in a timely manner. Timeliness is deemed to be the amount of time required so that there is not a disruption in service to the public. Describe the process by which you will fulfill this obligation if needed.

4.8 Maintenance and Support Program

(Proposal Section 7.0) Vendor proposals are required to provide a detailed maintenance contract with a guaranteed price for a minimum of ten years (Years 2 - 10) following the Go-Live date.

The proposal must specify the nature of any post-implementation and on-going support provided by the vendor and any business partners including, given that the proposer may not be located locally and the proposed solution may be hosted by the proposer:

- Routine technical support (e.g., 60 days of on-site support after go-live).
- Telephone/Chat/Online support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, manuals, etc.).
- Access to issue/bug tracking software to enter and review status of issues.
- 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 reporting, resolution procedures and guaranteed turnaround times.
- Bug fixes and patches.
- Support provided for third-party solutions (if applicable).
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)..

4.9 Client References

(Proposal Section 8.0) The County considers references to be important in its decision to award a contract. The County will not call proposers to tell them that their references will be contacted because all references provided will be contacted by the County during the selection process. Similarly, the County will not work through a proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference must be listed.

The proposal must contain four (4) verifiable business references (Company Name, Contact Name, Title, Email Address, and Phone Number) of the vendor's proposed solution that has been operational for a minimum of 90 days, preferably local government. The County requires that at least two (2) of the references have contracted with the vendor for the software-as-a-service or hosted deployment option if included as a possible option within the vendor's proposal.

The proposal should also include four (4) technical references (Company Name, Contact Name, Title, Email Address, and Phone Number) that have received all software upgrades within each release series and can attest to the overall system performance and implementation.

4.10 Cost Proposal

(Proposal Section 9.0) Proposers should submit an estimate of project costs in the proposal. Project scope should be assumed to include all functionality listed in the RFP. Include implementation cost and the total cost of ownership over five (5) and ten (10) years. Include an itemization of all annual 3rd party licensing fees. Include maintenance costs for Years 2 – 10. Describe the hardware configuration associated with the cost proposal. The pricing format should detail the following: software, implementation services and maintenance. Proposers should submit pricing for both hosted and on-premise deployment options, if applicable. Proposers should clearly document the software licensing model(s) in the proposal; for example, concurrent user model versus individual (named) user model. Proposers should distinguish concurrent and/or named licensing for internal (BOE staff/administration) and external (trainee) users, where applicable.

The proposal should also contain cost estimates for customizations that may be necessary to fulfill the stated requirements, training, maintenance and support plans, and/or any third party licenses that may be required.

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.

Failure to fully provide cost and work estimates will lead to elimination early in the evaluation process.

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.

All vendor costs must be in hard copy and on a separate CD in a separate envelope labeled with "Cost Proposal", identified with the project name, RFP number, date, and time due. The Cost Proposal CD and the Financial Statements CD can be combined if needed.

4.11 Exceptions to the RFP

(Proposal Section 10.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

4.12 Sample Documents

(Proposal Section 11.0) Proposers should include sample copies of the following documents:

- Software Licensing Agreement
- Sample Maintenance Agreement, including a Service Level Agreement (SLA)
- Sample User and Administrator Documentation (user guides, training materials, technical upgrade procedures, etc.)
- Sample Reports
 - Class Roster
 - Online Training Completion
 - On-site Training Completion (attendance)
- Sample Workflow Configuration Screens (if available)
 - Initial Screen Administrator View
 - Initial Screen Learner View
 - Bulk Upload Template
 - Administrator View – Spots Available In Class Session
 - Administrator View Of Learner Association/Status (Role, Class Scheduled, Training Completion)
 - Learner View Class Availability (Calendar And/Or List View)
- Upgrade/New Release Notification with Sample Release Notes
- 3rd Party Product Licensing Agreements And Support/Maintenance Contracts
- Sample Implementation Services Agreement

5.0 Evaluation Criteria

5.1 Selection Participants

Evaluation Team

The County evaluation team consists of subject matter experts from County departments that have deep knowledge of specific business processes. The County evaluation team will be responsible for the evaluation and rating of the proposals and demonstrations and for conducting interviews during the optional site visits. Specifically, the team will be responsible for evaluating software functionality, technology architecture, implementation capabilities, costs, and other selection criteria and making the recommendations for vendor selection to the County sponsors.

County Stakeholders

The County sponsors will play the main “governance” role on the project as well as serve as the organizational approval body for recommendations made by the evaluation team. The County sponsors are responsible for evaluating the final recommendations for vendor selection and approving the selection for elevation to the Board of Commissioners.

5.2 Evaluation of Proposals

Evaluation criteria will be used to determine the successful vendor. The vendor’s proposal will be evaluated based on the following criteria:

- Implementation Capability and Strategy
- Responses to the Requirements Matrix
- System Function and Capabilities
- Compliance to RFP
- Responses to the Essay Questions
- Maintenance and Support Plan
- Client References, Vendor Background, Financial Strength, Experience on similar projects

These criteria are provided for informational purposes and are not intended to represent an order of preference.

All proposals received will be inspected for compliance with the general RFP requirements and detailed submittal requirements. The County may contact individual vendors for clarification or correction of minor errors and submissions. Upon such a request, the vendor must furnish any requested information to the County within two (2) business days of the request or the proposal will be evaluated as originally received. The County Sponsors may grant an exception to this timeframe if it is felt to be warranted. Major errors or omissions, such as the failure to provide a cost schedule, may result in a declaration that the proposal is non-conforming and may be rejected.

5.3 Evaluation Selection Process

A weighting analysis of the evaluation criteria will be utilized to determine the vendor that represents the best value solution for Wake County and its partners. Proposers should be prepared to conduct product demonstrations during the time designated in Section 2.7 of this RFP as part of the evaluation process.