

SAMPLE LANGUAGE for Information Technology Request for Proposal

The County of XXX is requesting proposals from Service Providers regarding an (insert description of solution) Solution for XXX County.

The requirements for submitting proposals are stated in the attached Request for Proposal (the RFP). Please review them carefully.

Responses are due in the County of XXX, (insert address) no later than (insert date and time). One (1) hard copy original and two (2) copies of your response should be submitted in a sealed opaque envelope or box plainly marked as follows:

Request for Proposal
(insert description) Solution
Name of Company Submitting Response

RFP questions should be directed in writing to (contact person), per the enclosed instructions in Section 2.2.

1. INTRODUCTION

1.1. Background and Intent

The County of XXX (the County) is requesting proposals for an (insert description of technology solution) Solution for XXX County. (Here is a sample description: The County is seeking a commercially available, off the shelf solution that is able to support document imaging and workflow in any business market through simple configuration of the systems, with no custom coding.)

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply XXX County Government with information technology goods and services as listed above in accordance with N.C.G.S. 143-129.8. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on our determination of the proposal that offers the best overall benefit to XXX County, taking into account pricing, maintenance and support, and any value-added services and other factors specified herein. We reserve the right to reject any or all proposals.

You are being asked to submit a proposal in a sealed envelope in accordance with the attached specifications and within the terms and conditions herein set forth.

1.2. Accuracy of RFP and Related Documents

The County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County other than those given in writing by the County through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the County or its agents, advisors or consultants.

1.3. County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify the RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To reject any or all proposals produced in response to this RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to the RFP that would be in the best interests of the county;
- To issue additional requests for information, and/or;
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the responses submitted.

1.4. Expense of Submittal Preparation

The County accepts no liability for the cost and expenses incurred by the Service Providers in response to this RFP, including preparing requests for clarification. Each Service Provider that prepares a Response shall do so at its own expense and with the express understanding that they

cannot make any claims whatsoever for reimbursement from the County for the costs and expenses associated with the Response.

1.5. Trade Secrets/Confidentiality

Upon receipt at the County, your Response is considered a public record, except for material which qualifies as “Trade Secret” information under NC G.S. 66-152(3). Your Response will be reviewed by County staff and members of the general public who submit public records request.

THE RESPONDER IS REQUIRED TO IDENTIFY ALL CONTENT DESIGNATED AS A TRADE SECRET AS DEFINED PURSUANT TO N.C.G.S. 66-152(3) AND WHICH MEETS THE CRITERIA FOR CONFIDENTIALITY PURSUANT TO N.C.G.S. 132-1.2(1). ALL NOTED TRADE SECRETS MUST FOLLOW PROCEDURES NOTED BELOW AND REQUIRE ATTACHED DOCUMENTATION SPECIFYING HOW THE CONTENT QUALIFIES AS A TRADE SECRET UNDER NORTH CAROLINA LAW. IF AN ENTIRE RESPONSE IS MARKED CONFIDENTIAL OR TRADE SECRET, IT WILL BE DISQUALIFIED FROM CONSIDERATION.

To properly designate material as a “trade secret” under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted separately in a sealed envelope marked “**Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Response,**” (b) offer documentation specifying how the content qualifies as a trade secret under North Carolina law, and (c) the “trade secret” should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a response, each Service Provider agrees that the County may reveal trade secret materials contained in such response to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who serve on an Evaluation Committee or who are hired by the County to assist in development of specifications. Furthermore, each Service Provider agrees to indemnify and hold harmless the County and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Response as a Trade Secret will be disqualified.**

1.6. Equal Opportunity

The County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of small and minority business enterprises in our procurement activities. The County provides opportunities for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex, national origin or disability.

1.7. Clarification of Ambiguities

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the County as outlined in Section 2.2, in writing of such apparent

discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

1.8. Availability of Funds

This RFP is conditional upon the availability of federal, state or local funds which are appropriated or allocated for payment of the proposed purchase. If, during any stage of this RFP process, funds are not allocated and available for the proposed purchase, the RFP process will be canceled. The County will notify all known vendors at the earliest possible time if this occurs. The County is under no obligation to compensate a vendor for any expenses incurred as a result of the RFP process.

2. DESCRIPTION OF RFP PROCESS

This section contains information, which shall govern the procurement process for this project.

2.1. Schedule and Process

The following chart shows the schedule of events to prepare your organization's response. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the sections that follow:

<u>DATE</u>	<u>EVENT</u>
(insert)	Advertisement of RFP
(insert)	Cut-off for Submitted Questions. Service Providers are permitted to submit written questions to the County, but only for purpose of clarifying this RFP. All submissions shall be submitted as outlined in Section 2.2.
(insert)	Response Submission due by 3:00 PM on this date.

2.2. Interpretation and Addenda

If the responder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by an official representative of the responder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the RFP opening. Such changes or addenda shall meet all requirements for the RFP. If the responder chooses to withdraw his RFP response; the withdrawal notice shall be in writing and received prior to the RFP opening.

No significant interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider. Service Providers must request such interpretations or clarification in writing to the County. Requests for information or clarification of this RFP must be made in writing and addressed to (insert contact) at the e-mail address or fax number listed below, with e-mail being the preferred method of communication. Questions should reference the RFP page and topic number.

E-mail: (insert)

Fax: (insert)

Please submit your questions by (insert date). Any written responses issued by the County to questions and requests for information will be provided to all Service Providers that have requested an RFP. Any and all such interpretations and supplemental instructions will be made in the form of written addenda and shall become a part of this RFP.

2.3. Submission of Responses

One (1) original response signed in ink by an authorized company official, plus two (2) hard copies shall be submitted no later than (insert date & time) to:
(insert address)

The “original” Response and each of the two (2) copies shall be complete and unabridged and shall not refer to any other copy of the signed original for any references, clarifications, or additional information. When received, Responses and supporting materials, as well as correspondence relating to this RFP, shall become the property of the County.

Responses sent by facsimile (fax) nor email will not be accepted. Responses will not be made available to inspect or copy until any trade secret issues have been resolved.

2.4. Pre-Proposal Meeting

A pre-proposal meeting is not planned at this time. XXX County reserves the right to hold such a meeting should it be determined to be necessary and will make the date, time, and location of such a meeting available. If a pre-proposal meeting is held, it will not be a mandatory meeting; however, XXX County will not be responsible for providing respondents who are not present with any information provided at this meeting, unless it results in a material change in the requested information contained within this RFP.

2.5. Acceptance and Rejection of Proposals

The County reserves the right to:

- Award a proposal received on the basis of individual items, or on the entire list of items;
- Reject any or all proposals, or any part thereof;
- Waive any informality in the proposals.

The contract for this entire project will be awarded to the respondent deemed the best overall proposal as determined by the evaluation criteria and process outlined in section 2.7 of this RFP as a lump-sum award. The County reserves the following rights (in addition to those accorded to XXX County by policy and statutory laws):

- The right to negotiate with one or more vendors to arrive at a final selection.
- The right to negotiate all Proposal elements to ensure the best possible consideration be afforded to all parties concerned (this includes the right to approve or disapprove subcontractors proposed after the award).
- The right to reject any and all Proposals, to consider alternatives, to waive any minor irregularities and technicalities, and to re-solicit Proposals.
- The right to award the contract to a vendor who submits the best overall Proposal (N.C.G.S. 143-129.8)

The decision of the County shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse vendors from full compliance with its specifications if the vendor is awarded the contract.

2.6. Preliminary Review of Proposals

Proposals which fail to meet the following standards of completeness will be considered “**NON-QUALIFIED**” and will **NOT** be reviewed:

- Timely submission of the proposal (on or before deadline for submission);
- Required number of copies (one (1) original and two (2) copies);
- Signed Cover Sheet and Execution of Proposal Documentation;
- All designated attachments;

- Other requirements provided herein.

2.7. Evaluation of Proposals

All qualified proposals will be reviewed and evaluated. At any time during the review, the County may request additional information from the Service Provider. Such information request and Service Provider's response must be in writing. Information may be requested from sources other than the submitted proposal to evaluate the Vendor. Evaluation will include, but will not be limited to:

- Strength and stability of the Service Provider to provide the requested goods and/or services;
- Ability to meet the project timeline;
- Overall responsiveness, viability and completeness, as well as the likelihood that, in the County's opinion and at the County's discretion, the bid best meets or exceeds the County's specifications;
- Scope of goods/services being proposed;
- Information in the executive summary;
- Personnel qualifications;
- Distinguishing characteristics;
- Cost of proposed goods/services;
- Any other facts considered relevant by the County;
- Experience with similar projects of comparable size and scope.

3. SCOPE OF WORK.

(Insert scope of work/ desired specifications)

4. RESPONSE FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the Service Provider's preference, the County requests adherence to the format. All Responses are to be in the format described below:

- A. Cover Letter
- B. Section 1 Executive Summary;
- C. Section 2 Company Profile'
- D. Section 3 Client Profiles;
- E. Section 4 System Functionality;
- F. Section 5 Implementation Training, Maintenance;
- G. Section 6 Budget;
- H. Execution of Proposal (provided at the end of this RFP); and,
- H. Other information the Service Provider wishes to communicate to the County.

Overview of Response Content

A. Cover Letter

The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that the County should contact with further questions for clarification about the Services.

B. Section 1 – Executive Summary

Provide a brief overview of the proposed solutions, including cost summary, project approach and benefits of solution.

C. Section 2 – Company Profile

Include the following information:

- Provide the name and headquarters address of your firm;
- Indicate the legal form of the business;
- State the total number of employees for the corporation and the number of employees whose primary responsibility is the XXX System;
- State the company's revenue in last two (2) years;
- Identify other major products or services your firm offers; and
- Indicate the total number of you company's XXX systems installed and currently in use in the public sector as well as the private sector.

D. Section 3 – Client Profiles

The County is requesting information about clients who have purchased a similar solution and have used it in a productive environment for at least one (1) year. List public sector clients whose requirements are similar to the XXX County's requirements. Please include the following information for a minimum of three (3) clients.

- Provide the name and address of each referenced client;
- List the name of the client's project manager, their telephone number, fax number and e-mail address; and
- Provide a description of the project and the projected outcome.

E. Section 4 – System Functionality

The purpose of this section is for the respondent to identify specifically how the functionality of their system will meet the needs of the County. Response may include flow charts, diagrams and other visual representations of the system. Please do not substitute printed brochures in response to specific questions.

F. Section 5 – Implementation, Training and Maintenance

Provide the following information:

- Describe the implementation process and schedule;
- Describe the training process and schedule; and
- Describe the maintenance program and any other options.

G. Section 5 – Budget

Provide a description of all costs, including implementation, training and all other required services. Cost projections need to be listed in the following breakdowns:

- Cost of complete project (software, installation, training and hardware).
- Cost of software, installation and training only. (The County reserves the right to purchase the required hardware through their MIS resources.)

H. Section 6—Execution of Proposal Documentation

The execution of proposal documentation is found on the last two pages of this RFP. All respondents must complete and sign both pages of the documentation and submit with proposal. Failure to include a completed, signed execution of proposal will result in the proposal being excluded from consideration.

All responses shall be on 8 ½” 11” format with all standard text no smaller than 11 points. Please provide one (1) original signed response and two (2) hard copies of the response.

5. AWARD OF PROPOSAL

XXX County Government staff will ultimately forward a formal recommendation of award to the XXX County Board of Commissioners who have the final award approval. Any contract resulting from this Request for Proposals shall be awarded to the Vendor(s) that submits the best overall proposal as determined by XXX County Government in accordance with NC G.S. 143-129.8. The County may negotiate with any Vendor(s) in order to obtain a final contract that best meets the needs of XXX County Government.

The County shall have a period of thirty (30) days after the opening of the bids in which to award the contract. Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority.

All proposal information from all bidders, except that specifically meeting the trade secret requirements set forth in this RFP, become public record upon contract award pursuant to NC G.S. 143-129.8, NC G.S. 132 and other applicable North Carolina laws,. It is XXX County’s policy to advise all bidders as to whom the award was given and at what amount once the contract has been awarded.

6. MISCELLANEOUS ITEMS

Insurance

(insert your government’s standard items)

Retainage

(insert your government’s standard items)

Performance Bond

(insert your government’s standard terms)

EXECUTION OF PROPOSAL

(Submittal #)

Agreement

By signing this proposal, the Offeror agrees to the following items. Initial each line item below for acceptance.

#	Item	Initial Below
1	This proposal is signed by an authorized representative of the firm.	
2	Offeror has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.	
3	The Offeror understands the scope and requirements of this RFP and has included all labor costs, direct and indirect, in the proposed cost.	
4	The cost and availability of all equipment, materials, and supplies, if needed, associated with performing the services described herein have been determined and included in the proposed cost.	
5	Offeror will be responsible for all warranty issues related to goods and services provided during the factory warranty period if applicable.	

Authorization

In compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the goods or services as stated in this RFP.

#	Item	Provide Information
1	Company Name	
2	Address	
3	City, State, Zip	
4	Telephone Number	
5	Fax Number	
6	E-mail Address	
7	Federal Identification Number	

VENDOR ATTESTATION

BY _____ TITLE _____
(Signature) COMPANY _____
_____ DATE _____
(Typed or printed name)

=====

ACCEPTANCE OF PROPOSAL

XXX County Government

BY: _____ TITLE: _____

DATE: _____

BOTH PAGES OF THE EXECUTION OF PROPOSAL DOCUMENT MUST BE SIGNED AND INCLUDED IN THE PROPOSAL. NON-COMPLIANCE WITH THIS REQUIREMENT WILL RESULT IN THE PROPOSAL BEING EXCLUDED FROM CONSIDERATION.