

Request for Proposal

RFP # 09-099

Microsoft SharePoint Consultant Services



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

Proposals are due September 16, 2009 before 2 PM

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1.0 Introduction

1.1 Introduction

Wake County, North Carolina ("The County") is seeking proposals from qualified firms to provide comprehensive consultancy services covering organizational, technical, and change management topics for SharePoint 2007 implementation. These services should be geared toward helping us achieve the following long term goals:

1. Use of SharePoint for Intranet, Internet, collaboration and application platform,
2. Integration with Lotus Notes email,
3. Migration of one or more Lotus Notes applications into SharePoint,
4. Efficient and effective administration of multiple SharePoint sites,
5. Comprehensive governance and policy documents that provide guidance to the organization regarding the uses of this tool,
6. Experienced and self sufficient IS staff for long term sustainability of Sharepoint,
7. Viable, flexible and cost effective technical infrastructure model for the organization.

1.2 County Background

Demographics. Wake County is the 2nd most populous County in North Carolina and the 5th largest nationally. Wake County proper has an area of 857 square miles, of which 422 square miles lies within a municipal planning area. The remaining 435 square miles is the jurisdiction of the County, although it is anticipated that continued municipal annexations would substantially reduce this area over the next 20 years. The County consists of 12 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 nearly 866,410 residents.

In addition, Wake County Government has approximately 3400 employees, located throughout the County in the following departments/groups: Human Services, Emergency Medical Services, Fire Rescue, Finance, Budget, Human Resources, Information Services, Revenue, Community Services, General Services, County Attorney, County Manager's office, County Commissioners, Board of Elections, Facilities Design and Construction, Planning, and the Sheriff's office.

For more information about Wake County in general, please visit the County web site at: www.wakegov.com.

1.3 Project Scope

In this engagement, the County is seeking a firm that has a varied implementation experience with MOSS and can provide us with relevant organizational analysis, documentation, guidance and education that will provide a foundation for our capable staff to achieve a successful implementation of the toolset over time. We will look for individual firms to provide us with specifics on how they would meet this goal. As part of the deliverables for this contract award, the selected firm will be expected to provide detailed

documentation of recommendations tailored to the goals and infrastructure of Wake County Government regarding alternatives, risks and return on investment for the following areas:

1. Technical

- Recommendations for site configuration, security, and administration.
- Implementing and managing one or more SharePoint sites
- Application migration from existing Lotus Notes applications
- Choosing, developing, and deploying web parts
- Search options within and across sites

2. Organizational

- Visioning through specific areas of the organization including the Wake County Technology Steering Committee and other identified groups.
 - Capture ideas for the use of Sharepoint
 - Catalog and structure the types of ideas
 - Provide an overview of what your clients have successfully done by category
 - Work with the County staff to develop a list of potential pilot or prototype projects
- Draft an implementation plan that will allow us to quickly launch prototype and pilot engagements

3. Change management

- Change management approaches to maximize gains and minimize resistance for end users and contributors.
- Incorporating Web 2.0 technologies into the site and maximizing adoption
- Governance policies to guide staff in how SharePoint expands our technology portfolio

The selected vendor should have the following skills and experience:

- Experience working with governmental and nongovernmental clients of similar size
- Experiencing implementing SharePoint in more than five organizations with diverse goals and experiences, resulting in a robust "Lessons Learned" knowledge base
- Staff with both technical and nontechnical backgrounds to provide guidance in all areas from the purely technical to enhancing the end-user experience.

Due to budgetary constraints, the maximum contract award will be \$50,000 and there will be no opportunity for change orders. Recognizing that this may limit the detailed scope within each of the areas above, respondents should structure their responses to maximize our benefit in the areas noted above. While each of these areas is important to the County, the topics are captured in priority order to assist in the creation of an accurate and complete scope. The County reserves the right to alter the scope of this project to fit budget constraints.

1.4 General Bidding Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified 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.

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

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality up until the final contract signing.
- 1.4.2 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 based on contract discussions with the selected vendor.
- 1.4.3 Proposers are to provide all work effort needed to meet the detailed functional requirements as part of their proposal. Proposers must submit pricing that includes, but 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. 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 five years are presented). In this engagement, it is important to note that the County has already acquired MOSS for intranet and internet usage.
- 1.4.4 Proposals will be received by Wake County Government 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.

Wake County, solely at our 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.

- 1.4.5 ***All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination.***

2.0 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof, is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes 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
PO Box 550
Raleigh, NC 27602
twester@co.wake.nc.us
919-856-6153

2.2 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.

Five (5) hard copies and one electronic copy (.doc, docx, or .PDF version) must be submitted containing the entire contents of your proposal to the address shown below.

Mailing Address:
Tom Wester
Wake County Procurement Services
Wake County Office Building – Rm 926
PO Box 550 (27602)
337 S. Salisbury Street (27601)
Raleigh, North Carolina

The County must receive proposals no later than 2:00pm September 16, 2009. *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.

2.3 Proposer's Expenses

The County will not be responsible for any expenses incurred by any proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 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.).

2.5 Interpretations, Discrepancies, and Omissions

Should any proposer find discrepancies, omissions or ambiguities in this RFP, the proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. All questions submitted must be in writing. The deadline for submitting questions is August 21, 2009. 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.

2.6 Tentative Schedule

Action	Applicable Dates
RFP release	August 5, 2009
Proposals due	September 16, 2009
Vendor Selection complete	October 11, 2009
Contract negotiations complete	October 31, 2009
Desired project completion date	February 15, 2010

2.7 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.

2.8 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.

2.9 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.

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, 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 nor 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

Firms will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing their

duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

3.5 Independent Contractor

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

3.6 Payment

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

3.7 Insurance

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

Workers' Compensation Insurance: Limits for Coverage A meeting the Statutory requirements of the State of North Carolina; Coverage B Employers Liability for an amount no less than \$500,000 each accident, disease policy limit and disease each employee.

Commercial General Liability Insurance: 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.

Automobile Liability Insurance: 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.

Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Department. Insurance Policies, except Workers' Compensation and Professional Liability, shall be endorsed to show Wake County as additional insured, as their interests may appear, and as a certificate holder.

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

Wake County Finance Department
Room 900 - WCOB
P. O. Box 550
Raleigh, NC 27602

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

3.8 Governing Law

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

3.9 Confidential Information/Public Records Law

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.

3.10 Compliance with Laws and Regulations

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

alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.11 Acceptance

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

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

3.12 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, if any. 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:

	Title Page
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Project Plan and Approach
5.0	Client References
6.0	Cost Proposal
7.0	Exceptions to the RFP

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 analysis and services 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 firm. 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 proposer's 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 consultancy services.

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.
- ☐ Listing of services at entities similar to the County by name and state. The number of users, distinguished by type if relevant, should also be included.
- ☐ Resumes and bios for any staff that you are proposing to work on this engagement.
- ☐ Any material (including letters of support or endorsement from clients, URLs to accessible SharePoint implementations, etc) indicative of the proposer's capabilities.
- ☐ A brief description of any past or pending litigation.
- ☐ A list of clients where the contractual relationship was not completed and severed for reasons other than convenience. A brief description of why the relationship was severed and the name of the Implementer and the Implementer's Engagement Manager and 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.
- ☐ 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 Project Plan and Approach

(Proposal Section 4.0) The firm must provide a detailed plan and approach for accomplishing the scope requirements outlined in Section 1.3 of this proposal.

This information should include:

- 4.5.1 Specific phases of the engagement to be executed by the firm. Details are expected to vary per respondent but typical phases include:
 - Engagement preparation
 - Planning
 - Project Kick-off
 - Information Gathering
 - Customer Deliverables and Knowledge Transfer
 - Engagement Closure
- 4.5.2 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)
 - Period of performance for the engagement (in days)
 - When the work will be conducted (during normal business hours vs. after hours or weekends).

4.9 Client References

(Proposal Section 5.0) 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 at least three (3) verifiable references where the firm has provided a similar analysis service.

4.10 Cost Proposal

(Proposal Section 6.0) Firms should submit an estimate of project costs in the proposal. Project scope should be assumed to include all requirements listed in the RFP.

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.

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.

4.11 Exceptions to the RFP

(Proposal Section 7.0) 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.

5.0 Evaluation Criteria

5.1 Selection Participants

Evaluation Team. The Sharepoint project team will play the main governance role on the project as well as serve as the evaluation team responsible for evaluating proposers. Specifically, they will be responsible for the evaluation and rating of the proposals.

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 criteria listed below. The criteria are provided for informational purposes and are not intended to represent an order of preference:

- Company and Staff experience
- Project plan and approach
- Scope of services proposed
- Total services cost
- Client references
- Compliance with the bidding and submittal requirements of the RFP