



**Shelby County
Tennessee**

Mark H. Luttrell, Jr. Mayor

**Request for Proposal
Shelby County Government
Purchasing Department**

160 N. Main, Suite 900
Memphis, TN 38103

Issued: April 24, 2015

Due: Friday, May 8, 2015, no later than 4:00 P.M. (Central Standard Time)

RFP # 15-004-45
**Information Technology Service
Management (ITSM) Suite
(Shelby County Information Technology
Services)**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide ITSM software and implementation services to Shelby County Government. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 4:00 p.m. CST on Friday, May 8, 2015**. Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
160 North Main St., Rm. 900
Memphis, TN 38103**

The package containing an original (clear identified as an original), six (6) copies and a Digital CD of your proposal must be sealed and marked with the Proposers name and “CONFIDENTIAL, “Information Technology Service Management (ITSM) Software” RFP # 15-004-45” noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: John Halbert, CIO
Lee Wessels, Administrator, Information Technology Services
Eddie Gentry, Deputy Administrator, Information Technology Services
Jeff Yallope, Manager, Customer Support & Telecommunications
Greg Lord, Project Supervisor, Customer Support

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

This Request for Proposal (“RFP”) is being released to invite qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer, Vendor and Contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Demonstrate to the County’s satisfaction, prior to award, that it has the financial capability, resources, manpower and equipment to perform the Services effectively.
2. Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
3. For firms located within the boundaries of Shelby County have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerk’s Office.
4. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration **prior to submitting your response.**
5. Adhere to all Title VI requirements and provide proof/documentation if necessary.
6. A written statement of compliance to Title VI in your response.
7. Proposer must have a minimum of 7 years in business as ITSM Vendor or ITSM Reseller.
8. Provide a complete company profile that includes the following:
 - a. Number of years in business
 - b. Number of implementations with current version of proposed product
9. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act (Effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to apply for a vendor number and an “Equal Opportunity Compliance” certification number prior to submitting your response.

To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” Link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901)222-1100.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103
(901) 222-2251**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at Nelson.Fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, May 1, 2015 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **4:00 PM, Friday, May 8, 2015**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened or considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

V. Proposal Timeline

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Friday, April 24, 2015
Proposal Due Date	Friday, May 8, 2015
Notification of Award	June 2015

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing their response are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least one hundred twenty (60) calendar days from the due date unless otherwise qualified.

G. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in subparagraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the Contractors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible Proposer meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

H. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-

recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS & INFORMATION

a. Background

Shelby County

Shelby County is the largest county in the state of Tennessee, covering 784 square miles and with a population of approximately 930,000. The county encompasses seven municipalities including the City of Memphis – the 42nd largest metro area in the USA.

The county is a major road/rail/river/air transportation hub, with a port on the Mississippi river, six railheads, two rail/road bridges crossing the river carrying in excess of 110,000 vehicles per day, and fuel-oil and natural gas pipelines.

There are approximately 75,000 ‘for-profit’ businesses, and the county is headquarters to major firms including FedEx, AutoZone and International Paper.

Government

Government of Shelby County is provided by an elected Mayor and thirteen Commissioners. Other elected officials include a County Assessor, Clerk, Register, Sheriff and Trustee, as well as Court Clerks and Judges. The county has approximately 6,000 employees.

The county has \$1.3 billion in annual revenues, mostly derived from property and sales taxes. It has a balanced budget and an AA credit rating.

Information Technology Services

The Information Technology Services Division (ITS) has approximately 85 employees supporting the county’s technology infrastructure and services. The organization is led by a CIO, and strategic guidance is provided by an independent IT Steering Committee. All projects in excess of \$100,000 are reviewed by the CIO and steering committee before being presented to the County Commission and Mayor for approval.

ITS is organized into operating sections, each led by an Administrator or IT Manager:

- **Administration** – General administration, budgets, contracts & purchasing
- **Applications Support** – in house development & support, COTS integration & support
- **Technical Support** – network infrastructure design & support, datacenter operations
- **Customer Support** – service desk, field support, enterprise installation projects
- **Security** – compliance. HIPAA, PCI etc.
- **Geographic Information Systems** – property & election rolls, Public Works and first responders
- **Internal Services** – cost recovery for telecommunications, managed printing, PC refresh programs

Wherever practicable ITS is adopting the Information Technology Infrastructure Library (ITIL) framework of recommended best practices, and ITS staff are gaining the appropriate certifications to facilitate this. Five ITS staff members are certified ITILv3 Experts with a larger number at various stages of ITIL Intermediate certification. Others have achieved ITIL Foundation status and are preparing for the Intermediate stages.

Existing Technology Environment

Shelby County Government has data centers in two locations within Shelby County. The separate facilities are designed for providing resiliency of services offered to the citizens of Shelby County. The two data Centers are maintained by ITS.

ITS supports virtual servers running VMware 5.5 as well as physical servers. The vast majority of the servers run MS Server 2008 R2 or higher as its operating system. The database environment is primarily composed of servers running MS SQL Server. ITS network communications take place by utilizing a Cisco Advanced Layer 3 Converged (data/voice) network. ITS uses Trend Micro for anti-virus protection. File transfers are accomplished through the use of Serv-U's Secure File Transfer. ITS is currently using Exchange 2003 for email communications, but will move to Exchange 2013 during the next fiscal year.

ITS also provides installation and support for approximately 4,000 desktop and laptop computers, and approximately 1,000 printers and peripheral devices in a Microsoft Active Directory environment. The desktop OS is primarily Windows 7, but Windows 10 is currently in beta trial.

ITS also manages telecommunication services for Shelby County Government.

ITS uses Avaya CS1000HA split cores connected to redundant and scalable Avaya Aura System and Session Manager Servers to provide IP-based voice services via dual SIP trunks to approximately 5,500 users. Advanced mobility, presence and collaboration tools use Avaya Messaging, Communications Manager and Scopia voice/video-conference bridging.

Avaya Experience Portal has been introduced to provide enterprise-wide proactive outbound dialing, IVR and Contact Center services. Applications are being developed to leverage Experience Portal's multimedia capabilities including SMS messaging and web-chat.

Shelby County is PCI Compliant under the PCI DSS 2.0 standard and will soon be compliant under the PCI DSS 3.0 standard.

Service Desk

The ITS service desk functions as the single point of contact for customer interaction, and receives approximately 36,000 service requests each year via phone, email, self-service (limited) and walk-up. Customers include all divisions of the Mayor's administration, offices of Elected Officials, the Judiciary, Sheriff, jail and correctional facilities, Homeland Security, EMA, Fire Department, Code Enforcement and Election Commission. Other non-county customers using county IT services include the seven municipalities, State and Federal agencies and not-for-profit organizations partially funded by the County.

The service desk is staffed by qualified network technicians who currently rotate between service desk, field support and project sections – generally on a quarterly basis. Most service desk staff are certified by the Help Desk Institute (HDI) at the Desktop Technician or Team Lead level. In addition to technical qualifications an ITIL Foundation certification is a prerequisite for career advancement. Internal Service Level Agreements are in place with most end-user departments, and KPI metrics are reviewed on a monthly basis for inclusion in the Administration's Balanced Scorecard. Key indicators for QoS include First Response, First Contact Resolution, Time to Close and Customer Satisfaction.

ITS currently utilizes an ITSM tool at the service desk. Support Magic was first installed at the County in 1993, and has been continually upgraded through its various iterations and ownerships. The product is now known as Service Desk Express (SDE) – a product of BMC Software.

In addition to vendor-developed upgrades, ITS uses SDE's toolkit to modify and customize existing features and to develop additional modules that meet specific operational needs. These modules include time data capture and allocation, purchasing and internal department billing (IDB). These development efforts have resulted in a tool that generally meets the daily functional needs of ITS, but falls somewhat short in critical ITIL areas such as Self-Service, Mobility, Problem and Change Management etc. It also requires an increasingly complex and time-consuming 'forklift' effort to install vendor upgrades. Shelby County currently owns 20 named licenses and 51 Concurrent licenses.

b. Scope of Contract

BMC Software has announced limited support and end-of-life dates for SDE, and the County now seeks a replacement ITSM tool. Shelby County reviewed BMC's suggested upgrade product, BMC FootPrints and decided that it did not meet the needs of Shelby County. As described more fully in the Scope of Work, ITS requires a solution that will:

- assist in improving the quality of service to its customers,
- provide capabilities that will bolster efforts to align with ITIL best practices where appropriate,
- add self-service, knowledgebase and mobility features that improve the customer experience and reduce the volume of calls directly to the service desk
- include an SDK or similar functionality to facilitate the future development of enhanced features specific to the County's operational needs, and
- provide similar capabilities or interface with an Asset Management tool, probably Dell Kace, scheduled to replace the County's Microsoft SCCM installation

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

The County intends to select the best-qualified Proposer to provide an ITSM Suite that meets the requirements as outlined in this RFP for this specific project.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

c. Project Time Frame

It is the desire of Shelby County ITS to have a contract executed by both parties by June 30, 2015. The term of the contract will be from the date of the award until acceptance of the products by Shelby County Information Technology Services. The ongoing maintenance will be renewable based on the terms of the contract.

d. Reservation of Rights

The County reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

f. Selection Criteria

Each response will be evaluated on the criteria outlined in Section IX of this document. Each respondent should set out in its response to this RFP to clearly state functionality of its recommended solution; identify the qualifications of its company and each individual who will work on this project.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. .

IX. PURPOSE

It is the intent of the County to award a contract to a suitably qualified Vendor to provide software and implementation services as described in this RFP.

1. General Requirements

1.1. Client Management Features

1.1.1 Service Catalog

Ability to create and publish both a user-facing (external) and IT technical (internal) service catalog. The ability to add, manages, and customizes various fields within the service catalog including making certain fields within the user-facing catalog private (hidden).

1.1.2 Contact Management

The management of all the tasks and information related to providing technology support to our end users.

1.1.3 Customizable Fields and Tables

Unlimited user-defined fields and tables can be added anywhere data can be entered.

1.1.4. Contact History

An easy-to-read log of all calls the end user has previously had with the Service Desk. This includes analyst notes, as well as escalation and resolution history. Such records must be available for each end user within the enterprise, and they must be kept in a central repository.

1.1.5. Contact Information

This includes, but is not limited to, contact name, role/position, department, phone, address, e-mail, fax, Web address, hardware inventory, etc.

1.1.6. Activity Management

The management of all activities performed per Service Desk analyst per contact every day.

1.1.7. Call Entry

Allows for the manual entry of inbound calls by Service Desk analyst on behalf of client contact. The proposed solution should prepopulate as much information as possible to reduce keystrokes by Service Desk Analysts.

1.1.8. Self-Service

The County wishes to allow end users the ability to enter their own incidents/requests online through a Web-based interface. This would also allow end users to check status of open calls and provide additional information when necessary. Shelby County would also like to fulfill other requests such as password resets, etc. using the web-based interface.

1.1.9. Enterprise Mobility Management

Centrally manage mobile devices such as smartphones, mobile phones, netbooks and tablets. Multi-OS support. Supports Enterprise Mobility and BYOD

1.1.10. Remote Control

Describe standard methods available for an integrated troubleshooting function which will allow authorized IT staff to access and control all systems on the network. This includes, but is not limited to, servers, clients, laptops, and user-free systems.

1.1.11. Survey Management

Creation and administration of context sensitive customer surveys for Incidents, Tasks, and Changes. Surveys should be configurable in order to create and send surveys based on incident, task, or change category.

1.2. Call Center Features

1.2.1. Call Management

Managing the information processes, and systems used to control the flow of customer requests in and out of the Service Desk. Call management processes apply solely to end user requests received by telephone.

1.2.2. Scripting

Scripts can be created, stored, and retrieved for various support scenarios.

1.2.3. Problem Management

The Service Desk software solution automatically tracks a contact's activities and flags them when certain user-defined criteria are met. This facilitates trend identification and root cause analysis of repeat issues.

1.2.4. PBX/Telephony Integration

The Service Desk software solution should integrate with an Avaya Aura CS1000HA/Session Manager IP phone system, to provide Computer/Telephony Integration (CTI) capabilities, enabling

the ITSM tool to automatically populate the caller's information including call history, open incidents/requests, etc.

1.3. Administrative Features

1.3.1. Online Account Management

Self Service allows end users to look up their personal information online. It should allow a certain degree of self-serve functionality.

1.3.2. Service Level Agreement Management

The Service Desk software solution should automatically generate a service level agreement, given the correct parameters and meeting the required business logic. The system should supply sample SLA templates and allow users to customize and store their own SLA templates. The Service Desk software solution can store SLAs related to the provision of technical support services at all tiers of the support organization. These SLAs should be viewable to all staff and related resources, and should be viewable on-screen.

1.3.3. Ticket/Incident Management

The Service Desk software solution allows for the creation and management of support or incident reports (or tickets). The system should handle the ticket throughout its lifecycle, including, but not limited to the opening of the ticket, the assigning of the ticket, and the resolution of the ticket.

1.3.4. Routing and Escalation Engine

The Service Desk software solution should allow incidents and activities to be assigned to individuals and teams, for tickets and activities to be re-assigned, escalated in severity, and resolved.

1.3.5. Knowledgebase

The knowledgebase is a searchable database that contains the accumulated knowledge of human specialists in a particular field. The knowledgebase should support canned answers, FAQs, customer interaction histories, problems solved, and self-help question and answer pairs. It should also facilitate easy integration of new expertise as it becomes available.

1.3.6. Create & Link Activities/Tasks/Appointments to Tickets

Activities, tasks, and appointments should be able to be linked to an open ticket within the system and assigned to an individual or team.

1.3.7. Maintain History of Activities per Ticket

A history of each incident should be available to designated users.

1.3.8. Automated E-mail Response

A user-defined automated email response can be sent from the Service Desk software solution when certain customer-initiated activities occur.

1.3.9. Interactive Support

The Service Desk software solution should allow for live customer support (via chat or other technology) between a Service Desk analyst and the end user via a designated Web site.

1.4. Security and Integration

1.4.1. Secure Transaction Capabilities

The Service Desk software solution should use encryption or other coding to encode sensitive information to prevent unauthorized viewing.

1.4.2. Other Security Features

Describe other security features that are available on this Service Desk software solution.

1.4.3. Personalization

Using continually adjusted user profiles to match content or services to individuals, personalization includes determining a user's interests based on his or her preferences or behavior, constructing business rules to select relevant content based on those preferences or behaviors, and presenting the content to the user in an integrated, cohesive, and meaningful format.

1.4.4. Portal Capabilities

Usually used as a marketing term to describe a website that is or is intended to be the first place people see when using the Web. Must include a search engine, and the ability to include links from a variety of websites.

1.4.5. Content Management

The Service Desk software solution should include the ability to collect, manages, and publishes information – either internally or to a website.

1.5. Employee Relationship Management (ERM) Features

1.5.1. Employee Performance

Allows managers to track and manage Service Desk analyst performance within Service Desk software solution. Reports would be exportable to external tools for additional analysis.

1.6. Field Management Features

1.6.1. Mobile Device Synchronization

The ability of the Service Desk software solution to synchronize with a mobile device. This supports desk-side support efforts and remote technician dispatch.

1.6.2. Email Synchronization/Integration

The ability of the Service Desk software solution to synchronize and integrate with an email system, such as MS Exchange.

1.6.3. Call Handling/Dispatching/Scheduling

A system that allows calls to be routed to appropriate individuals, scheduled, or for calls to be dispatched to remote individuals.

1.6.4. Workforce Management

The Service Desk software solution can forecast call load, calculate staff requirements, organize schedules, and track real-time performance of individuals and/or groups.

1.6.5. Remote Knowledge Management Tools

System must allow for the saving and retrieval of information, documents, best practice methodologies, templates, libraries, and other pertinent information. Hierarchical views of the entire enterprise, knowledge repositories, company policies, corporate handbook, and collaboration are available remotely.

1.7. Knowledge Management Features

1.7.1. Information Feeds

Integrates with third-party information systems or allows for importing/exporting of third-party data.

1.7.2. Information Attachment

Allows outside files (such as .doc, .pdf, .rtf, etc.) to be linked to data within the Service Desk software solution.

1.7.3. Inference Engine

The part of the Service Desk software solution responsible for drawing new conclusions from the current data and rules.

1.7.4. Document Management

The part of the Service Desk software solution handling the electronic retrieval, analysis, communication, and management of digitized images of paper documents.

1.7.5. Integration with MS Office Tools

Allows users to create files within the MS Office suite of products and import/export them to the system, or integrates seamlessly with the products themselves.

1.8. Call/Project Management Features

1.8.1. Activity Reporting

The system should include the custom reporting of support activities per end user.

1.8.2. Project/Task Deliverables

The system should be able to automatically track and report on call-related tasks and deliverables on a per-call basis.

1.8.3. Project Resource Allocation

The Service Desk software solution should automatically allocate resources to specific calls given pre-defined variables. The resources can be physical, financial, or human.

1.8.4. Track Billable Hours

The system should automatically track work effort hours associated with a given call that are billable to a third party or department.

1.8.5. Track Invoices per Project

The system should automatically issue and track per call any invoice or internal billing documents to be sent to another department or third-party.

1.8.6. Inter Departmental Billing

The system should create Inter Department Bills (IDB) based on inventory cost and billable hours for specific incidents and tasks. (optional)

1.8.7. Time Reporting

Time collection and reporting of all time (incident & non-incident for ITS employees).

1.8.8. Actual Time Entry

The system should allow for entry of actual time spent by each employee on an incident.

1.9. Reporting

1.9.1. Pre-defined Reports

A set number of pre-packaged reports should be available to both Service Desk managers and analysts from the Service Desk software solution.

1.9.2. User-defined Reports

The user should be able to create their own reports based on their defined set of criteria from within the Service Desk software solution.

1.9.3. Ad-hoc Query Generator

The user should be able to easily create their own queries based on their own defined set of criteria.

1.9.4. Automatic Roll-Up/Drill Down Capabilities

The system should include tools that analyze data from a lower and higher level of the hierarchy.

1.9.5. Forecasting/Planning Tools

The proposed solution should have tools that help to estimate future demands on the support environment based on compiled data available in the system.

1.9.6. Dashboard for Key Indicators

The system should include a set of metrics that provide an “at-a-glance” summary of current Service Desk activity levels.

1.9.7. Alert/Alarm Capabilities

The system should include an automatic notification system that can be triggered to alert a user when a defined event occurs.

1.10. Time Management Features

1.10.1. Calendar

The system should use a native (or integrated with an existing calendaring system, e.g. Outlook) calendar. The calendar allows for the entry of appointments, scheduling tasks, inputting special dates and appointments, etc. Ideally the calendar should synch with existing calendar/email software already in use.

1.10.2. Task Lists

The system should use a native (or integrated) task list, usually part of an email or calendar system.

1.10.3. Email

The system uses a native (or integrated with existing email system, e.g. Outlook) email system. The email system allows for correspondence, marketing, and sending of information to clients and partners. Ideally the email should sync with existing email system in use. The system should also provide the ability to attach emails and files directly to tickets/tasks/changes, etc.

1.10.4. Notes

The system should allow unlimited notes to be added to each record. Each note is categorized in sequence according to date and time entered.

1.10.5. Transaction/Audit Log

The system should log all activities for each contact and end-user and allows for the easy retrieval of this information.

1.11. Workflow Management Features

1.11.1. Process Configurability

Processes within the system should be configured by the Service Desk analysts to meet their workflow needs.

1.11.2. Task Reassignment

Tasks should be able to be reassigned from one user to another easily.

1.11.3. Create Triggers for Follow-up

Tasks can be assigned to others and alerts or alarms can be set to remind them to initiate follow-up. This ability should be supported through all tiers of the support organization.

1.12. Configuration Management Features

1.12.1. Configuration Items

The proposed solution should be able to complete life-cycle tracking of equipment from purchase to disposal.

1.12.2. CI Assembly

The proposed solution should be able to track assignment of equipment/software to individuals, departments or agencies. Interface with other Asset Management Suites.

1.12.3. Service Contracts

The proposed solution should be able to track contracts for Phone Support and On-Site support of equipment/software by vendors with response times for services.

1.12.4. SW License Compliance

The proposed solution should be able to track software licenses purchased/installed to assist with licensing compliance.

1.12.5. Warranty Management

The Service Desk software solution should be able to store product warranty information per contact. These warranties can be accessed by designated Service Desk analysts and viewed on-screen.

1.12.6. Equipment Management

The proposed solution should be able to allow for the management, tracking, and booking of company equipment (both online and off-line) through the Service Desk software solution.

1.12.7. License Management

Contracts and license management repository; should track license needs based on unique usage criteria; enables license transfers; includes change alerts and renewal notifications, method for creating policy and entitlement documents, with controls or alerts to help enforce; must include ability to track Oracle and Citrix licenses.

1.12.8. Life Cycle Management and Disposal

The proposed solution should be able to provide fields (e.g. in order, in production, on loan, spare, flagged for disposal) to identify status of machine and track where it is in its lifecycle. Ability to track details of disposal.

1.12.9. Purchasing Module

Requires a purchasing module for IT which includes information sharing and workflow with ITSM and ITAM product.

1.13. Change/Release Management Features

1.13.1. Changes

Ability to track requested Changes from submission of RFC thru decision on change request and ultimately to deployment of change.

1.13.2. Workflow

The proposed solution should have the ability to configure workflow to mimic the steps in Shelby County's Change and Release Management Process. For example the steps could include:

- Submission of RFC
- Assessment of Change including Impact Description, Resource Description and Change Recommendation.
- CAB decision on Change.
- Release Planning
- Design
- Completion of Build
- Testing
- Approval of Testing
- Deployment
- Validation of Deployment

1.13.3. Change Schedule

The proposed software should display of Change Requests based on priority and the current state of each request.

1.13.4. Analysis

Evaluation of each deployed change.

1.14. Problem Management Features

1.14.1. Trend Analysis

Ability to identify matching incidents and identify trends.

1.14.2. Root Cause Analysis

Ability to configure workflows that facilitate the recording of activities relating to root cause analysis and problem resolution.

1.14.3. Event Monitoring and Alerting

Ability to develop event monitoring and automated alerting. ITS currently uses Orion event monitoring. Is there an interface to take advantage of Orion's monitoring capabilities?

1.15. Technical Specifications

1.15.1. Client Operating Systems Supported

What client operating systems are supported by the Service Desk software solution?

1.15.2. Server Operating Systems Supported

What server operating systems are supported by the Service Desk software solution?

1.15.3. Scalability

How many concurrent users can be supported on this system? Can the system be scaled across servers?

1.15.4. Programming Language Used

What programming language(s) is/are used in this application?

1.15.5. Minimum Hardware Requirements

Describe the minimum and recommended hardware requirements for both client and server. Needs to be able to run within a virtual environment.

1.15.6. Database Servers Supported

What database servers are natively supported and/or used by this product?

1.15.7. In-House Based

The Service Desk application should be an in-house solution.

1.16. FYI

1.16.1. Shelby County ITS does not intend to convert existing incidents into the proposed application.

1.16.2. Shelby County will consider the conversion of inventory, users and some look-up information.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.

(a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment.

(a) It shall be cause for the immediate termination of this contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to

Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance with Laws.
 - (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - (b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor

Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

- (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.
19. Incorporation of Other Documents.
 - (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.
 - (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status and Authority.
 - (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties

and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- (b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

- (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- (b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- (c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.
- (d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- (e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any

claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. The Contractor will provide evidence of the following Insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Contractor/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* - minimum of: \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury /\$2,000,000 General Aggregate/ \$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury and Advertising Liability
 - g) Cyber Liability-minimum limit \$500,000
- 2) *Business Automobile Liability Insurance* – minimum limit of \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. The Workers' Compensation policy shall include form WC 00 03 13, or its equivalent, waiving subrogation rights against Shelby County, its elected officials, appointees, and employees.
- 4) *Professional Liability/Errors & Omissions Insurance* – minimum of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made basis.
- 5) *A performance bond* in the amount of 50% of the amount of the contract is required from the successful contractor.

Upon termination or cancellation of any claims-made coverage currently in effect under this agreement, the contractor shall purchase an extended reporting endorsement and furnish evidence of same to the county.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

- A. The Contractor shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period. The certificate holder is to read:

Shelby County Government, Contract Administration, County Attorney's Office,
160 North Main Street, Suite 950, Memphis, Tennessee 38103.

- B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Hard copy proposals must be received by **no later than 4:00 pm (CST) on Friday, May 8, 2015, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900 Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as an original), six (6) copies and one (1) Digital CD of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"RFP # 15-004-45, "Information Technology Service Management (ITSM) Suite"** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

1. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of Proposers in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the proposal's pricing element.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. Please download the attachment to this document. The Proposal Response Sheet and Utilization Report (required documents) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary signed by a duly authorized officer, employee, or agent of the organization/firm
2. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements (explain how the proposed software meets each requirement listed in Section IX.
 - b. Detail of how the respondent is qualified to provide the services required
 - c. A detailed description of the approach for accomplishing the services
 - d. A detailed description of which functions are “out of the box” ready and which will require custom development.
 - e. Outline professional services required for configuration, customization and training
3. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
 - d. Provide costs in an envelope separate from the proposal.
4. Experience of the Respondent.
 - a. A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and

knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- b. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- c. A statement of how long the Proposer has provided services similar to the services requested herein;
- d. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- e. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.

5. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

6. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the equipment.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Each proposal will be reviewed by a special Committee, appointed by the Information Technology Services department, which may elect to schedule an interview with one or more of the proposers. After the review process is completed, this committee will recommend the successful proposer to the Purchasing Administrator, who makes the decision, subject to the approval of the contract by the Mayor.
- b. The committee will assess the proposals for this project. Based on the scores, comments, and recommendations of the committee members may select a short list of firms for interviews. Evaluation criteria to include:
 - i. Understanding of the Services required by the County;
 - ii. Quality and responsiveness of the proposal;
 - iii. Ability to present a clear understanding of the nature and scope of the project.
 - iv. Project methodology.
 - v. Previous experience with similar projects.
 - vi. Cost to the Shelby County Government as outlined in the budget estimate.
 - vii. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the Proposer's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

