



Solicitation Information May 1, 2017

RFP #7551630

TITLE: IT Help Desk Software

Submission Deadline: May 31, 2017 at 1:30 PM (ET)

PRE-BID/ PROPOSAL CONFERENCE: No

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **Friday, May 12, 2017 at 5:00 PM (ET)**. Questions should be submitted in *Microsoft Word* format. Please reference the RFP # on all correspondence. Questions received, if any, and answers thereto will be posted on RIVIP as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**GAIL WALSH
CHIEF BUYER**

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov.

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

1. Introduction

1.1 Background and Purpose

The State of Rhode Island is currently using Cherwell as their helpdesk software. We have been using this product since 2012 v8.0.1. The state will not be renewing the yearly contract.

The State of Rhode Island is looking to purchase and migrate to a new helpdesk platform prior to the end of June 2017. While the State will continue to provide the Helpdesk staffing we are exploring 'True Cloud SAAS' solutions and NOT 'Externally hosted server' solutions. We currently have 65 concurrent licenses for Cherwell and create an average of 35k tickets a year. We have over 10,000+ and 750 organizations in our database. We will NOT be migrating any of the open/closed service desk tickets over to the new system.

The term covered by this agreement is one (3) years with up to two additional one-year renewals at the sole option of the State.

2. Instructions to Bidders

Instructions and Notifications

This document constitutes a Request for Proposal, not an Invitation for Bid. In addition to price, responses will be evaluated based upon a variety of criteria including, but not limited to, price, service quality, and vendor qualifications and capability. Multiple vendors may be selected for award listing to provide the opportunity for DoIT and other State agencies, Colleges, Universities, Municipalities and eligible entities to purchase Disaster Recovery services as needed to support the changing environment and requirements for the State.

2.1.1 General Conditions

This contract will be awarded under the State's General Conditions of Purchase which are available on the Internet at: <http://www.purchasing.ri.gov>

Potential Vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

All work is coordinated through Department IT Operations or coordinator.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Vendor. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent or Chief Purchasing Officer.

Unless otherwise indicated in this RFP, all pricing submitted will be considered to be firm and fixed and the Vendor's best pricing. After inclusion in RFP, the State reserves the right to further negotiate better pricing.

Proposals misdirected to other State locations, or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.

It is intended that an award this RFP will be made to a prime vendor in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.

Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

Equal Employment Opportunity (RIGL § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090 or krystal.waters@doa.ri.gov.

In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the successful Vendor(s).*

The Vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8670 or visit the website www.mbe.ri.gov or contact Dorinda.keene@doa.ri.gov.

There will be no public opening and reading of responses received pursuant to this RFP, other than to name those Vendors who have submitted responses.

2.2 Additional Terms and Conditions

2.2.1 Taxes

Vendor's bid proposals shall exclude all taxes. The State is exempt from sales and use taxes, federal excise taxes and transportation taxes.

2.2.2 Insurance

The selected Vendor shall be required to have the Insurance detailed in Exhibit 1, attached hereto and made a part hereof.

Annual renewal insurance certificates for workers compensation, public liability, property damage insurance, auto insurance, professional liability insurance (AKA errors & omissions), builder's risk insurance, school busing auto liability, environmental impairment (AKA pollution control), vessel operation (marine or aircraft) protection & indemnity, etc., must be submitted to the specific agency identified in the "bill to" section of the purchase order. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of a contract. Failure to provide annual insurance certification may be grounds for cancellation.

2.2.3 State Purchasing Policies

All contractors and subcontractors will be subject to policies, procedures, and legal terms and conditions of the State (as posted on the purchasing website and/or part of or attached to this solicitation). Violation of policies and procedures by vendor may be cause for termination of contract and elimination from participation under this RFP.

Charges for additional equipment; beyond the scope of a standard service call or basic installation must be authorized in writing, in advance by a Purchase Change order.

2.2.4 NDA's, BCI's and BAA's

The Vendors selected for this RFP must provide signed copies before issuance of a Purchase Order Release of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable). The form of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable) shall be provided as an Exhibit to an Addendum to this RFP. In addition, some State or agency policies may be memorialized in an agreement that must be signed by the required parties. The State reserves the right to request and review BCI results.

2.2.5 DoIT Policies

All contractors hired for this RFP agree to adhere to all applicable DOIT IT policies. Such DOIT IT policies may be located at www.doit.ri.gov.

2.2.6 Compliance

Vendor shall also perform its services in compliance with all applicable federal, State, applicable agency, entity the services are being performed for, and local: laws, rules policies, ordinances, orders, procedures and regulations in effect at the time the services are performed and also in effect for specific sites.

2.2.7 Additional terms and conditions are attached hereto and made a part hereof as Exhibit 2.

The State reserves the right to require additional terms and conditions when entering into individual engagements with Vendor(s).

2.2.8 Form Contracts and tariffs

Form contracts and terms that differ from this RFP submitted as part of the Vendor's proposal are rejected and shall not be a part of any award to a Vendor. Vendor shall make any necessary filings with the PUC and FCC, as required by law, which shall incorporate rate-affecting terms and conditions contained in the RFP, and which shall be construed consistent with this RFP. In all cases, State terms and conditions in this RFP take precedence over any tariff terms and conditions.

3 Proposal Submission

Questions concerning this solicitation may be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7551630** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 222-3766 or lynda.moore@doit.ri.gov.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus five (5) copies**) should be mailed or hand-delivered in a sealed envelope marked **“RFP#7551630” IT Help Desk Software – DoIT** to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: The Vendor assumes responsibility for proposals submitted by mail or commercial delivery service. Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** consisting of two parts: Vendor’s response to Section 5, Vendor Capability, Capacity and Qualifications; and, Vendor’s response to Section 6, Workability of proposed recovery equipment, methods, and communications capabilities
4. **A separate, signed and sealed Cost Proposal, Section 7.**
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-ROM or USB drive)**. Microsoft Word / Excel or PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original.” The electronic copy must be separated as required for the hard copies. If there are discrepancies between the written copy and electronic copy, the written copy shall govern.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to further negotiate price, to require a best and final, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

This is a Multi-year Bid/Contract. The continuation of the contract beyond the initial fiscal year is at the discretion of the State. Termination or revision of scope for goods or services may be effected by the State based upon determining factors such as unsatisfactory performance and/or the availability of funds.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

4 Evaluation and Selection

Only Vendors who can demonstrate that they meet the General Requirements and Vendor Business Requirements above will be considered for selection.

The State will commission a Technical Review Committee, which will evaluate and score all proposals, using the following criteria:

Technical Evaluation:

- Vendor Qualification – Technical, Business Expertise & References 15 points
- User Experience and Interface 40 points
- Training and Documentation 15 points

Cost Evaluation:

Price and cost effectiveness (pricing matrix) 30 Points
100 Points

For each category's services, Vendors who meet both minimum scores for Capability, Capacity and Qualifications and Workability, Methods, and communications capabilities to Technical Specifications, will then be eligible to have their costs for services evaluated.

The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 and the total points available are sixty (60), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 60 = 39$$

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

All firms scoring 60 points or higher, may be selected to participate in interviews/demonstrations. Upon completion of interviews, and reference checks, the committee reserves the right to review and adjust the Technical Proposal scoring of the interviewed firms. Technical Proposals with a final score, after interviews, of 60 points or higher will advance and cost proposals will then be opened.

The technical evaluation committee may increase the technical score of an interviewed firm by up to five (5) points, but the interview shall not be the basis for a reduction in technical scores.

The State reserves the right to reject any or all proposals submitted as a result of this bid process. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not further considered.

The lowest priced bid will not be the sole criterion used to determine the successful bidder. **The Vendor will be responsible for the performance of any third parties it includes in its bid.**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically and/or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State reserves the right to determine priority among services offered and may not contract for all services indicated here in an initial contract.

The State reserves the right to accept or reject any or all options, bids or submissions and to act in its own best interest.

The State may, at its sole discretion, elect to require presentation(s) by Vendors clearly in consideration for award.

The State reserves the right to award in whole or in part each option in the schedule to the successful Vendor, in its best interest.

Each Vendor should indicate n/a (not applicable) for any portion of any schedule in which they cannot participate in.

Please note that the State also needs the following to be considered:

1. The solution MUST BE 100% SAAS
2. The application product MUST have existed within the company for AT LEAST 5 years.
3. The vendor MUST supply the State of RI with at LEAST 2 references with existing customers that have AT LEAST 1000 employees or more.
4. The vendor MUST provide a demo account with 30 days of access for the state to test the system.

5 Tentative Timeline, Software Requirements and Deliverables

Please respond to the following information requests. The results will be used to evaluate the Vendor's score for Capability, Capacity, and Qualifications. A minimum required score, as described in the Evaluation Criteria section, is required for Vendor's proposed equipment and services to be considered.

5.1 Tentative Timeline:

RFI released: May 2017

RFI responses due: 2 weeks after release date

Short-list of vendors selected and notified: June 2017

Short-list vendor presentation and/or follow ups: June, 2017

Estimated Date of Award: June, 2017

Desired Migration Completion Date: August, 2017

5.2 Process for Prospective Vendors:

See State of Rhode Island Purchasing Requirements

-List which of the requirements you meet, including any qualifications

-Prepare a proposal for how you would meet our needs, in 10 pages or less

-A description of all the costs associated with your proposal

The State of Rhode Island will notify short listed vendors to schedule presentation and address follow up questions.) Please see the timeline section above for details)

5.3 Service Desk Software – Software Requirements:

- Microsoft Active Directory integrated & integration w/ 3rd party identity management

- Customer self-service portal

- Automated e-mails to ticket conversion option

- Ability to create different ticket templates

- Incident Management

- Change Management

- Knowledge Base FAQ's

- Customizable Views, Roles and Rules

- Email notification to techs/customers/workgroups for life cycle of ticket

- Multiple reporting options including automation of reports with options to

auto e-mail

- Mobile Device app that simply allows users to open, work on and close help desk tickets (IOS or Apple compatible)

- Export all data at any given time without a charge
- All data in the cloud must reside on hardware servers at data centers that are domestic ONLY and reside on US soil

The Division of Information Technology is requesting proposals from experienced HelpDesk software vendors to respond with a proposal which provides:

- Detailed Explanation of your Product
- Completion of Requirements Matrix
- Licensing Fees that includes yearly fees for that service with details on what constitutes a licensed seat
- Maintenance Cost for years 1-3 & projected future maintenance costs
- Customer Service & Support – Vendor must have a commitment to customer service during implementation and throughout the use of the solution (i.e. return calls promptly with instant chat with a CSR, have a help desk, have a support webpage, etc.)
- Detailed Implementation/Migration Plan – Prepare a detailed implementation plan to implement the proposed design, including resources, timeline, tasks, hours, and State responsibilities. The new product must include:
 - 140 Help Desk Users
 - AD Connection to 10,000 Customers and 750 Organizations
 - 70 workgroups
 - 5 Roles
 - 50 User and Database Rules
 - Describe upgrade/feature improvements schedule
 - How many upgrades have been released in the past 3 years
 - Training – Vendor must provide training on the new product
 - Admin Training
 - Tech Training
 - Helpdesk analyst training
 - Qualifications – Vendor must provide an overview of their qualifications including but not limited to how many years in business
 - 3 references that use your software and are of similar size as the State of Rhode Island
 - ITIL Based

Deliverables (in line with requirements above)

- Hardware/Software Requirements and Pricing
- Cloud Maintenance – Annual Cost
- Licensing Fees per Seat
- Implementation/Migration Plan and Pricing
- Training Plan and Pricing
- Qualifications

Pricing Matrix	Fee
On premise Solution Services	
Per seat licensing (initial users)	
Additional per seat (based on 5 seat increments)	
Annual maintenance fee	
Migration/implementation fees (all inclusive)	
Cloud Solution Services	
Per Seat licensing	
Monthly Maintenance Fee	

EXHIBIT 2
ADDITIONAL TERMS AND CONDITIONS

For purposes of this Exhibit 2, State shall include State, agencies and any entity the Vendor provides services to and each of its and their officers and employees.

a. **Warranties**

- i. Errors or Defects in the Services: In case of any error or defect in the services arising from Vendor's acts or omissions, Vendor shall promptly cause such error or defect to be corrected at no additional cost to State. Vendor shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. State reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
- ii. Work Product: Vendor warrants and represents that it has the right to transfer ownership to State of Vendor's work product performed hereunder, and that such work product hereunder shall not infringe any other party's proprietary property rights, tangible or intangible or other interests.
- iii. Vendor represents and warrants that for the full duration of any resulting contract, all services provided under any resulting contract perform in the manner and functionality as described.
- iv. Vendor warrants equipment for the minimum period described in the RFP and a longer period if provided in its Proposal.

- b. **Indemnification** Vendor shall defend, indemnify, and hold harmless State and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees) arising out of the performance or non-performance or alleged breach of any resulting contract, including without limitation, any claims, actions, suits, or other proceedings:

- i. Alleging facts which, if true, would cause Vendor to be in breach of the section its infringement indemnification;

- ii. Relating to a breach by Vendor of any of its other representations, warranties, agreements, or covenants under any resulting contract; or
- iii. Relating to any act or failure to act by any Vendor personnel while on the premises of State.
- iv. State shall provide Vendor notice of any such action within a reasonable time upon receipt of knowledge of the same. In connection with any claim made by a third party, Vendor shall bear the expenses of defending such claim (regardless of whether the allegations supporting such claim are finally determined to be true) and, at its option, may assume the defense of any such action and all negotiations for its settlement or compromise (it being understood that your company shall not enter any settlement without the consent of State, provided, further, however, that if Vendor does not, within ten (10) days of receiving such notice from State, select counsel to defend such claim or action, and such counsel shall be reasonably acceptable to State, then State may through counsel of its choice, select counsel to defend at Vendor's cost. Each party shall keep the other party fully informed about all material information regarding any claim covered under this section.

c. Confidentiality

- i. Definition. Subject to the requirements of the Rhode Island Access to Public Records Act R.I.G.L. § 38-2-1, *et seq.*, all confidential or proprietary information related to either party including, but not limited to, any and all data used, disclosed, disseminated, collected, stored or transmitted (including third party data) and the State's Network and Server Hardware configuration, shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose as necessary, information to its officers, agents and employees to the extent such disclosure is necessary for the performance of their duties under or in connection with any resulting contract, provided they are under the same that the data may be used, disclosed, stored and disseminated only as provided by and consistent with the law and any resulting contract. Notwithstanding the foregoing, no information shall be deemed to be Confidential Information if the receiving party can demonstrate that such information:
 - a. Is disclosed to the receiving party by a third party without the imposition of any obligation of confidentiality
 - b. Becomes known to the general public without fault of the receiving party;
 - c. Is developed by any employee or partner of the receiving party under any resulting contract who had no access to any information disclosed to such party under any resulting contract;

- d. Was previously known by the receiving party without any obligation of confidentiality ; or
- e. Is required to be disclosed by law after reasonable notice to the other party.

d. *Unauthorized Disclosure or Access to Confidential Information*

Vendor shall notify State and the Chief Information Officer of the State (“State Impacted Parties”) of any successful unauthorized electronic or other access to State Confidential Information as defined above within two (2) business hours of knowledge of occurrence. The notice shall contain information available to Vendor at the time of the notification, to aid the State Impacted Parties in examining the matter. More complete and detailed information will be provided to the State Impacted Parties as it becomes available to Vendor. For security reasons, the disclosure from Vendor to State Impacted Parties as contemplated in any contract may include information specifically designated as “confidential” and shall be treated by State Impacted Parties as such. Vendor and State Impacted Parties shall cooperate with each other in any public disclosures related to any such successful unauthorized access. In the event of a successful unauthorized access Vendor agrees (a) it shall pay for an independent third party security firm acceptable to the State to analyze the incident and determine the cause and extent of the compromise, which report shall be provided to the State, and (b) Vendor shall, at its cost, provide notification as required, and establish a call center and purchase credit monitoring services, where necessary. Vendor shall indemnify and hold harmless the State, from any and all damages, penalties, costs, expenses, claims, causes of action, fees, penalties (including reasonable attorney’s fees and regulatory defense) which may arise, accrue or be caused in whole or in part, directly or indirectly, by Vendor’s intentional acts, negligent acts or omissions, or material failure to perform under the terms of this contract, or violation of applicable laws, rules, regulations, to State or any third party from such successful unauthorized access. .

- e. ***Assignment*** Vendor shall not delegate, assign or transfer, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of State. If such written consent is not obtained, such delegation, assignment or transfer shall be null and void. Upon State’s consent to the foregoing, any said successors shall ratify, agree to and comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by Vendor.

f. *Succession*

The services provided under this contract are important to the State. Vendor agrees these services are important to the State and that they must be continued without interruption and that upon expiration or termination of this RFP another entity may continue all or part of them. In such event, the Vendor agrees to make an orderly transition of such services and to perform any and all tasks in good faith that are necessary to preserve the integrity of the services.

g. *Choice of Law and Venue*

Any and all claims or disputes relating to or arising out of any resulting contract, or the breach thereof, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of State of Rhode Island, without reference to conflict of law principles and suit, if any, must be brought in the State of Rhode Island.