

**PURCHASING DEPARTMENT
101 EAST 11th STREET, CITY HALL, SUITE G-13
CHATTANOOGA, TENNESSEE 37402**

Sealed Proposals will be received at the above address until 4:00 p.m., e.s.t., on November 14, 2017.

Requisition No.: **RFP# 160511** Ordering Dept.: Information Technology
Buyer: Deidre Keylon/dmkeylon@chattanooga.gov
Phone No.: 423- 643-7231; Fax No.: 423- 643-7244

Request for Proposal: Video and Audio System Products and Services

**SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED NO LATER THAN : 4:00 P.M., E.S.T., on November 14, 2017;
WRITTEN QUESTIONS MUST BE RECEIVED AS SPECIFIED NO LATER THAN : 4:00 P.M., E.S.T., on October 30, 2017**

The City of Chattanooga reserves the right to reject any /or all proposal submissions, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on the website are applicable:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSAL SUBMISSIONS MUST BE SIGNED.

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE US WITH THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____

[RETURN COMPLETED AND SIGNED SIGNED PAGE WITH PROPOSAL](#)

City Of Chattanooga, Tennessee
Department of Information Technology



Request for Proposal

Video and Audio System Products and Services

Products and services for the video and audio systems in various city conference rooms.

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Section I: General Information

Introduction

The purpose of this section is to define the scope of the project and describe this Request for Proposal (RFP).

Purpose of RFP

This request solicits proposals to furnish the municipal government of Chattanooga, hereinafter referred to as “The City”, with a Video and Audio System Good and Services solution, hereinafter referred to as video and audio control system to include all equipment for the solution. Specifications describing the functional and technical requirements of the Video and Audio System Good and Services solution can be found in Section IV of this document. It is The City’s intent to select the most suitable solution based on responses to this RFP.

This request solicits proposals covering seven areas. The proposals should provide recommendations and service level agreement details (herein after referred to as “SLA”) for each area:

- (1) Deployment Time and Upgrades
- (2) Redundancy
- (3) Flexibility and Customized Services
- (4) Security
- (5) Scalability
- (6) Cost benefits
- (7) Total cost

Section II: Administrative and Contractual Information

Introduction

The purpose of this section is to identify the administrative requirements related to this RFP.

Inquiries

Questions concerning this RFP must be submitted in writing before the Deadline for Questions stated on the cover page, and may be sent, clearly marked as “QUESTION re: RFP# 158258” by e-mail, fax, or mail to the attention of:

Purchasing Department, ATTN: D. Keylon
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Fax: (423) 643-7244
Email: dmkeylon@chattanooga.gov

Exceptions to RFP Specifications

This RFP is intended to describe The City’s minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that recommend a solution that differs from the provided specifications as long as the required response format is followed. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of The City.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the full recommended solution described by the vendor, must be included in the proposal.

Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of The City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

Issuing Office

This RFP shall be governed by the laws of the State of Tennessee and is issued by the Purchasing Department for The City.

Rejection of Proposals

The City reserves the right to reject any and all proposals resulting from this RFP.

Incurring Costs

The City is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement for the proposed Video and Audio System Good and Services solution and will not pay for information solicited or obtained.

Vendor Proposals

Vendors must submit a response to this RFP with a printed original response along with one additional copy and an electronic copy, such as a flash drive, no disks. The electronic format must be Google Docs, MS Word or PDF. The vendor proposal must follow the format as defined in Section II of this document.

Economy of Preparation

Proposals must be prepared simply and economically, with the maximum number of pages. They should provide a straightforward and concise description of the Video and Audio System Good and Services solution proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

Conditions of Agreement

The successful vendor will be expected to enter into contract negotiations with The City that will result in a formal purchase agreement between the parties.

Section III: RFP Lifecycle

Introduction

The purpose of this section is to inform prospective vendors of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

Response Date

Sealed proposals to be considered must arrive at the issuing office on or before the time and date referred to on the cover sheet of this document.

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements. Proposals not meeting minimum requirements will not receive further consideration.

Items to submit with RFP include:

- Signed cover page;
- Signed Affirmative Action Plan;
- Signed Iran Divestment Act form;
- Current vendor preferred contract forms (if vendor has a Pro Forma contract); and
- A statement of alternative terms required if vendor does not agree with the City of Chattanooga Standard Terms and Conditions.

Oral Presentation

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to The City. Invitations will be given solely at the initiative of The City for such purposes as The City deems necessary. Such presentations provide an opportunity for the vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory. These presentations may be conducted in person, by WebEx or teleconference.

Product Demonstration

Vendors may be requested by The City to demonstrate the Video and Audio System Good and Services solution they are proposing. Demonstrations will be conducted in the most economical manner possible.

Final Evaluation

In the final evaluation, the proposals submitted by the vendors will be reviewed and a recommendation will be made by an evaluation committee for the proposal that is considered to best satisfy The City's requirements.

Any recommendation by the evaluation team or staff members is subject to review and concurrence or nonconcurrence by the Department of Information Technology. The Department of Information Technology will then make a recommendation to Chattanooga City Council in the form of a resolution of who will make the final decision based upon whatever factors it considers pertinent.

Proposal Acceptance

After the final evaluation, the chosen vendor(s) will be notified and contract discussion and negotiation between The City and the selected vendor(s) will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by provision of the contract. Vendors are requested to submit current contract forms with their proposal for review by The City.

Section IV: Requirements for the Proposed System

Introduction

The purpose of this section is to describe the required and desired features of a solution for The City. The vendor may propose additional features and options to the Video and Audio System Good and Services to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in Section II.

General Requirements

City conference rooms in various city buildings need upgrades and additions to the current video and audio distribution systems. Video and Audio System Good and Services are to include: old equipment removal, new hardware and software with installation and programming/configuration, and continued maintenance and support.

Vendor Information

Prospective vendors should provide the following information pertaining to their organization and this project:

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services
- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor's services
- A list of all government clients who have used the vendor's services
- A plan on what the average upgrade and implementation of Video and Audio System would take
- A project start date commitment

- A resource availability date commitment
- Complete references for the prospective vendor's Project Manager for this project
- A required roles list for initial implementation and for future sustainability.
- A sample project plan
- Detailed information on prospective vendor's "discovery" methodology

Prospective vendors, regardless of previous experience with Video and Audio System Good and Services solutions, should demonstrate a thorough knowledge of the differences associated with municipal government Video and Audio System Good and Services as opposed to those of the private sector with regard to security, open records, data availability and public safety considerations.

Prospective vendors should understand that adherence to all vendor-proposed dates and timelines will become part of said vendor's contractual obligation should their proposal be selected by The City for its Video and Audio System Good and Services solution.

Training

Proposals must include all training plans and costs. Training must be provided for each city role required for implementation and for future sustainability of the proposed Video and Audio System Good and Services solution. The vendor is expected to be familiar with any software and services recommended in the proposal.

Technical Support Services

Proposals must provide all costs associated with supporting the proposed solution.

Cost Summary

Vendor must supply a listing of their products and services in the form of a catalog or a line item detail to support Proposal Cost Summary in Appendix A.

Functional Requirements

- Video distribution system that will display/share the same image on all monitors and projection.
- Audio distribution system will output sound to various speakers in the room and/or joining room. Hearing loop (if provided) should be programmed with the audio distribution system.

- Microphones (depending on room type) that allow for teleconferencing.
- Control system (depending on room type) that allows user to enable/disable the functions of the video and audio distribution system.
- Support and maintenance to be provided by the vendor; including all patches and firmware upgrades. Please provide service level agreement.

Technical Requirements

- Video distribution system with all needed parts, installation, and configuration. Capable of projecting from mobile devices.
- Video monitor(s); LCD. Installed on flat or reclined mounts. Configure to the distribution system.
- Laser projection with motorized screen. (measurements to be confirmed)
- Audio distribution system with all needed parts, installation, and configuration.
- Microphones (depending on room type); teleconferencing enabled.
- Control system with all needed parts, installation, and configuration.
- Cabling: Cat-6, 4K HDMI.
- Power conditioning (to include network monitored UPS) and surge protection on all equipment.
- Equipment to be rack mountable.
- Any other specific equipment that would be needed for the proposed solution (install and configure).

Vendor must incorporate the items in the checklist within Appendix D and/or Appendix E into a contract or exhibit to the City's Standard Terms and Conditions that is to be agreed upon, if the proposed solution involves software and/or cloud/hosting environment.

Section V: Evaluation Criteria and Scoring

In evaluating response to the Request for Proposal, COMMITTEE will take into consideration the project approach, technical quality, qualifications, price proposal, and interview that being proposed by the VENDOR. The total weighted score is 100%. The following Evaluation Criteria will be considered in reviewing submittals.

The scorecard is to evaluate criteria results of the project approach, technical quality, qualifications, price proposal, and interview of the VENDOR.

1. Vendor will be awarded up to 40% of the total weighted score for Project Approach.
2. Vendor will be awarded up to 30% of the total weighted score for Technical Quality.
3. Vendor will be awarded up to 15% of the total weighted score for Qualifications.
4. Vendor will be awarded up to 10% of the total weighted score for Price Proposal.
5. Vendor will be awarded up to 5% of the total weighted score for Interview.

Appendix A: Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a Video and Audio System Good and Services solution, proposes to furnish products and services to The City in accordance with that request.

The summary below reflects projected cost for The City for the Video and Audio System Good and Services solution and implementation. Supporting detail must be attached in the form of a catalog or a product line item detail describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of the proposal.

Item	Cost
Software Licensing/Subscriptions	
Consulting Services	
Technical Support Services	
Training Services	
Annual Maintenance and Support	
Product Cost	
Other Costs (Describe)	
Total	

Appendix B: Affirmative Action Plan

Affirmative Action Plan

For

Invitation or RFP No. : 158258

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:

All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".

Seek and maintain contracts with minority groups and human relations organizations as available.

Encourage present employees to refer qualified minority group and female applicants for employment opportunities.

Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.

The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

Appendix C: Requirements for Insurance Coverage

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to: Private driveways, walks, shrubbery and plantings; Public utility facilities; and U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Appendix D: Software Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any software product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

Definitions

1. **API:** Application Program Interface; functions and procedures available to developers by which certain software functions may be automated.
2. **COTS:** Commercial, Off-the-Shelf software. This refers to software packages by the City of Chattanooga as opposed to custom software written for the City of Chattanooga (either by a vendor or Applications Development).
3. **Geocoding:** A method by which a street address is converted to information for mapping or other geo-location purposes.
4. **LTS:** A Long-Term Support version of a given software package. Vendors sometimes alternate between LTS and non-LTS version; LTS should be selected for enterprise use in most cases.
5. **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
6. **SME:** Subject-Matter Expert; an end-user that is exceptionally well versed in a particular software package, prepared for and available to provide guidance to his or her peers.

Purpose

This document should serve as a guide for the selection, purchase, and implementation of Commercial Off-the-Shelf (COTS) software, as well as any custom software developed for the City of Chattanooga by a vendor.

Scope

This procedure applies to all DIT staff who make decisions with regard to the purchase of COTS software, and DIT partners who seek to purchase and use COTS software. Likewise this applies to custom-developed software created for the City of Chattanooga by a vendor.

Responsibility

Any City of Chattanooga staff member, whether a member of the DIT or not, who is involved in the decision-making process for the purchase and selection of COTS software or custom-developed software created for the City of Chattanooga by a vendor.

Policy

1. Database Systems:

COTS software must use an approved Database Management System (DBMS) from the following list, based upon what is currently in use at the City of Chattanooga and what is regarded as acceptable industry-wide for enterprise use:

- a. Oracle DBMS
- b. Microsoft SQL Server
- c. Oracle MySQL/MariaDB
- d. PostgreSQL
- e. NoSQL
 - i. MongoDB
 - ii. Cassandra

Vendor obligations:

- f. Vendor must provide an industry-standard method of accessing stored database information;
 - i. Vendor must provide documentation of methods;
 - ii. Vendor must provide reasonable support for said methods.
- g. Upgrades:

- i. Database as provided must be the current production/LTS version of the DBMS or its -1 version;
 - ii. Vendor should agree to database upgrades as follows:
 - 1. A new DBMS release is deemed “current” when it has been in production release for 180 days;
 - 2. Upon designation of a new “current” version, the previous “current” version becomes Current -1;
 - 3. The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.
 - h. Address validation:
 - i. An approved geocoding interface must exist for the validation of entered and modified street addresses;
 - ii. Address formats should conform to industry standards and best practices.
- 2. Hosting: (also refer to Appendix E: Cloud/Hosted Solution Standards)

Software must be hosted by vendor or approved alternative. Hosting agreement must include:

- a. Technical Support
- b. Test instance(s)
 - i. One (1) or more as deemed necessary;
 - ii. Regular clones from production instance to test instance(s) must be provided.
 - iii. A mechanism by which an additional test instances can be requested, should be provided.
- c. Interfaces
 - i. Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services;
 - ii. Vendor should provide reasonable access for DIT personnel.

3. Support:

a. Technical Support

- i. Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
- ii. The software vendor and/or a third-party vendor must provide other forms of technical support.

b. Functional Support

- i. Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
- ii. Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.

4. Partner Commitment:

a. Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);

- i. Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:

1. In-person, instructor-led online, or CD/DVD based-training;
2. Periodic attendance of user groups and conferences.

- ii. Partner shall name replacements and/or new SMEs when necessary and provide for their training.

b. Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.

c. Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.

Appendix E: Cloud/Hosted Solution Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

User Licenses

- Specify the quantity of licenses provided to cover the number of users.

Service Level Agreements

- Identify the amount of guaranteed "uptime"
- Describe the process and timeline for dealing with "downtime"
- Describe the consequence for any failures (including credits, etc.)

Data Management

- Data to be hosted and managed by Provider.
- Along with production environment of the data, a test environment must be included.

Ownership of Data

- Data belongs to the City
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format
- Provider does not acquire or may not claim any security interest in the data.

Data Retention

- Provider to retain all City data consistent with City Retention requirements and all local, state

and federal laws.

- Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

Location of Data

- No storage and backup to take place in other countries.

Certifications for specific information types

- Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.)
- Provider to identify any special requirements or restrictions for particular information or data types (e.g. if a separate agreement must be entered to store PHI).

Data Security

- Provider to specify the specific independent security standard utilized by the Provider.
- Provider to provide an audit (SAS70/Type II audits).
- IT to obtain and review the appropriate audit report before contracting.
- Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law.

Emergency Security Issues

- Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

Data Privacy

- Provide the privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

Data Encryption

- Provide for encryption of data in both transmission and storage ("at rest") and explain the

encryption standards applied.

Data Redundancy

- Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.

Data Conversion

- Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.
- Provider to provide cost estimates for any hourly rates that may apply to such conversion.
- The cost of any initial data conversion must be included in the initial fee schedule or invoice.
- Conduct appropriate testing to verify the simplicity of the provider's mapping scheme.

Cyber Security Insurance

- Provider to identify whether it carries cyber security insurance.
- Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

Indemnification of City

- Provider to indemnify the City in all regards for any actions or omissions under this Agreement, including, but not limited to, any claims of infringement of intellectual property rights, breach, and any end user content and actions.

Electronic Discovery (e-discovery)

- Identify the format in which data will be produced in the event of a discovery request.
- Identify tools are available to access City data in the event of an e-discovery need.

Suspension of End User Accounts

- Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider's system. With "material" and "significant" to be clearly defined.

Suspension and Termination of Service

- Provider to identify the events or conditions that would allow for suspension or termination of services
- Provider must provide a minimum 60 days advance notification of suspension and termination of services.
- Provider must identify the basis for the suspension or termination.
- Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.
- Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.
- Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.
- If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

Warranty

- Provider to warrant that the service conforms to and will perform to in accordance with its specifications and that it does not infringe on any third-party intellectual property rights.

Incorporation of URL Terms

- While it may be reasonable to deal with technical standards and guidelines or other “non-legal” matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.
- Provider must provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City’s interests.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 1.24.17.docx](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn.CodeAnn.12-12-106IranDivestmentActupdated1.24.17.docx)

Affirmation and Signature

In submitting this proposal, I understand that The City reserves the right to reject any and all proposals.

The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

Business Name	
Mailing Address	
City, State, Zip	
Business Phone Number	
Fax/Other Number	

Printed Name of First Signatory	Title
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Signature	Date
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Printed Name of Second Signatory	Title
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Signature	Date
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