

Date: September 6, 2017

Ref. No.: 158772

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Proposals (RFP) for the City of Chattanooga**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on October 6, 2017*

**Requisition No.: 158772**

**Department.: Chattanooga Public Library**

**Buyer & e-mail: Geoffrey Hipp ghipp@chattanooga.gov**

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**Project: Online Training and Skills Development Platforms**

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**\*\*\*PROPOSALS MUST BE RECEIVED BY\*\*\***

**4:00 P.M., Eastern on October 6, 2017**

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**The City of Chattanooga reserves the right to reject any and/or all proposals, 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's Standard Terms and Conditions may be found on website:  
([www.chattanooga.gov/purchasing/standard-terms-and-conditions](http://www.chattanooga.gov/purchasing/standard-terms-and-conditions))**

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**Note: ALL PROPOSALS MUST BE SIGNED**

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

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**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Phone/Toll Free No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Company Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**City Of Chattanooga, Tennessee  
Chattanooga Public Library**



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**Request for Proposal**

**Online Training and Skills Development Platforms**

Procure online training and skills development for the Chattanooga Public Library public facing platform and workforce development for the City of Chattanooga government agencies.

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## **SECTION I - GENERAL INFORMATION**

### **Introduction**

Chattanooga Public Library would like a public facing digital platform providing access through our website to online training modules for our patrons. In addition to this, we will require training modules for governmental employees to access for skills development.

### **Purpose of RFP**

This request solicits proposals to furnish the municipal government of Chattanooga, hereinafter referred to as "The City", with online courses, utilizing a multi-platform or gateway solution, hereinafter referred to as "Training Modules". Specifications describing the functional and technical requirements of the Training Modules 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**

All departmental contact information will be released upon acceptance of bid.

### **Inquiries**

Questions concerning this RFP may be sent by e-mail to the attention of:

Geoffrey Hipp, Buyer  
City of Chattanooga Purchasing  
101 E. 11th St., Suite G13  
Chattanooga, TN 37402

email: [ghipp@chattanooga.gov](mailto:ghipp@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 Training Modules 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 on flash drive. 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. They should provide a straightforward and concise description of the Training Modules 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**

### **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.

### **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 Training Modules solution they are proposing. Demonstrations will be conducted in the most economical manner possible.

### **Final Evaluation**

After all requested oral presentations and product demonstrations have been completed, the final evaluation will begin. 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.

For any service or product to be used by City of Chattanooga Agency, any recommendation by the evaluation team or staff members is subject to review. A recommendation will be made to the governing Board of Directors for the Chattanooga Public Library, 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 Training Modules solution for The City. The vendor may propose additional features and options 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**

In an effort to provide further education to the population of Chattanooga, The City's Public Library is looking to offer Training Modules to its patrons. These Training Modules are expected to focus on a large variety of subject areas and be helpful for patrons across the range of knowledge levels, from beginner to expert. Given the limited time many people have to devote to new educational opportunities, these courses need to be available on-demand. Usage of the vendor's platform needs to be straightforward and intuitive.

Separately, the City requests Training Modules for internal staff training on a variety of business and technical skill related subject areas. The Training Modules would require management oversight of employee usage, to track employee accomplishments within the Training Modules, and to assign particular training to employees.

### **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 firm timeline for implementation
- 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 Training Modules solutions, should demonstrate a thorough knowledge of the differences associated with municipal government, libraries in particular, Training Modules as opposed to those serving the mass public themselves or businesses.

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 Training Modules 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 Training Modules 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

### For patrons of the Public Library

- Users must be able to access the solution anywhere they have access to an internet connection
- Users must be patrons in good standing with the library
- Users must be able to access courses on-demand
- Users must be able to access multiple courses concurrently
- User experience must be easy to use and intuitive
- Users must be able to track their own progress
- Solution must provide technical assistance to users in using their product or service
- If there is a limit to the number of users concurrently accessing the solution, there must be automatic mechanisms in place for managing user turnover
- Minimum to no required involvement by staff to maintain the solution for new and current users of the solution
- Usage reports must be readily accessible by staff, including but not limited to: number of unique users, turn-away due to hitting concurrent user limit (if applicable), course usage statistics

### For internal staff training:

- A variety of technical, business, and managerial materials needs to be offered
- Users must be able to track their own progress
- Solution must provide technical assistance to users in using their product or service
- There must not be a limit to the number of users concurrently accessing the solution up to the number of users paid for, if applicable
- Managers and supervisors must be able to assign particular courses to employees
- Managers and supervisors must be able to view employee progress on courses

## **Technical Requirements**

For patrons of the library:

Determination of patron standing with the Library is expected to be done by communicating with the Library's ILS system, Innovative's Polaris. The solution must be able to validate users as library patrons in good standing, meaning the patron's account is not expired and does not have excessive fines. Details on how the solution will manage this are expected.

For internal staff training:

The ability to access, assign and manage Training Modules through a master administrator and view detailed usage reports by individual user or groups.

## **Section V – Evaluation Criteria and Scoring**

In evaluating responses to the Request for Proposal, the Evaluation Committee will take into consideration the project approach, technical quality, qualifications, price proposal, and interview that being proposed by the vendor as follows.

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 Training Modules 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 Training Modules solution and implementation. Supporting detail must be attached in the form of a catalog or a 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	
Other Costs (Describe)	
<b>Total</b>	

## **Appendix B**

### *Affirmative Action Plan*

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. 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.
2. 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, national origin, or handicap.
3. 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 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.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
  - b. Seek and maintain contracts with minority groups and human relations organizations as available.
  - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.



- d. 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.
- 5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
- 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)

## **Appendix C**

### *Requirements for Insurance Coverage*

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Worker's Compensation Insurance and Employer's Liability Insurance
  - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.

iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

## Appendix D

### *Software Standards*

#### 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. **ILS:** Integrated Library System a.k.a. Library Management System (**LMS**). Enterprise system used by libraries to track items owned, patrons, and patron checkout of library items.
5. **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.
6. **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
7. **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 the Standardized Checklist for Cloud Based Contracts)**

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*

#### **User Licenses**

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

#### **Service Level Agreements**

Meeting the requirements of the amount of guaranteed “uptime”, the process and timeline for dealing with “downtime”, and the consequence for any failures should be clearly spelled out in the contract.

#### **Data Management**

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

#### **Ownership of Data**

The contract should state clearly that the data belongs to the customer, and that the provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.

Include explicitly that the provider’s obligation to return the customer’s data in both the provider’s format and in a platform-agnostic format; thereafter, destroy all customer’s information on provider’s server. All this upon the expiration or the termination of the agreement.

The contract should also state that the provider does not acquire or may not claim any security interest in the data.

#### **Location of Data**

Prohibit the language of “extraterritorial” storage to not allow storage to be done in other countries that the company does business with.

#### **Certifications for specific information types**

IT would confirm the Provider had appropriate certifications for the type of information you seek to store (i.e. if you were storing medical records and fell under HIPAA, then certain requirements would



apply) or at minimum identify special requirements necessary if certain types of information are stored.

All data will be considered the same type unless it is CJIS.

## **Data Security**

When addressing security practices, the contract should specify an actual, and specific and independent security standard that will be provided by the provider.

- Require that it be updated and audited regularly (SAS70/Type II audits). IT to obtain and review the appropriate audit report before contracting.
- Provide notice of security/data breaches (advance of the user notification).

## **Emergency Security Issues**

In the event of an emergency suspension of services, there should be a standard to what constitutes an emergency. The standard should be clearly defined, should not if any discretion or flexibility to the application, and preferably, should incorporate a "materiality" or similar threshold.

## **Data Privacy**

Requirements and commitments should be set forth in the contract.

- Privacy policy should describe the different types of information collected; how it will be used, disclosed, and shared; and how will the provider protect the information.
- Data Encryption: Provide encryption of data in both transmission and storage ("at rest"), privacy concerns, and any other contractual protections.

## **Data Redundancy**

Provider to provide explicit provisions regarding the obligations of backing up the data and the frequency of that data backup and regarding the ongoing access to the data or the delivery of such data to the customer.

## **Data Conversion**

Address the data conversion both onset and at termination to avoid hidden costs and being locked into a solution only by that provider.

Before entering into the relationship, confirm that the data can be converted into the provider's solution. If any data conversion is to be done, it will need to be done at provider's cost or at the customer's cost (with customer agreement).

A test run should be conducted to verify the simplicity of the provider's mapping scheme.

### **Cyber Security Insurance**

If the service provider carries cyber security insurance, ask to have the City listed as an additional insured.

### **Indemnification of Customer**

Some contracts may require that the customer to indemnify the provider for customer actions and also actions of end users. This is not taking on additional liability, but it is preferred that the customer do not voluntarily accept that liability, since customers can be sued for end user content or actions as ISPs (Internet Service Providers).

This essentially boils down to who pay attorney's fees if the provider does have a good legal defense against claims based on content and actions.

Verify state law restrictions on their ability to indemnify.

### **Indemnification of Service Provider**

This is rare to be in a contract where any form of indemnification benefiting the customer, but having protection is critical against infringement on third-party intellectual property rights and inappropriate disclosure or data breach.

Ideally, the provider would indemnify the customer for all of its actions and omissions.

### **Electronic Discovery (e-discovery)**

Identify the format in which data will be produced in the event of a discovery request. What tools are available to access customer data in the event of an e-discovery need? How and in what format is the data kept in?

## **Unauthorized or Inappropriate Use**

In reference to the contract stating that the customer be held responsible for agreeably preventing others to “unauthorized” or “inappropriate” use of the cloud services, consider adding that the customer will not “authorize” or “knowingly allow” such uses. With services in the cloud and therefore mostly outside of customer control, it would be preferable to provide only that the customer will not “authorize” or “knowingly allow” unauthorized or inappropriate use of the cloud service by others.

Consider revising the term “all” to “material” if the contract references that notification of “all” unauthorized and/or inappropriate uses of the cloud service that which the customer becomes aware of. This should be considered if the cloud provider has broadly stated Acceptable Use Policy (AUP) or terms of service.

## **Suspension of End User Accounts**

They may retain the right to suspend end users for violations of AUP or terms of service. It may be preferable to limit such power to a restrictive standard, such as “material” violations or “significantly” threaten the security or integrity of the cloud service provider’s system.

“Material” violation referred as the failure of performance under the contract that is “significant” enough to release the provider of any obligations and have the right to sue for breach of contract.

## **Suspension and Termination of Service**

Cloud provider has the right to suspend services or end services altogether upon certain events and/or conditions.

Examples for reason of suspension and termination of service: breach of contract; behavior posing a security risk to the service or any third party; actions that may subject the service provider to liability; and usage that represents a direct or indirect threat to the provider’s network function or integrity, or to anyone else’s use of the service.

- Minimum 30 days for advance notification of suspension and termination of services.
- Minimum 60 days for addressing the reason for suspension and termination of services.
- They should give adequate time for the customer to make arrangements for its data or service.

- Have assurance that the data will remain available to the customer, in a usable format, for a specified period of time following a termination; as well as return the data or destroy any copies of the data once the transition is complete.
- Ensure that a payment will not be due for the suspension period if determined that the provider incorrectly decided that the customer was at fault.

Cure period for resolution

Terms should include a cure date (time period) for which the contract will terminate in the event that a resolution cannot be provided.

### **Disclaimer of Warranty**

Contract should 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.

Without these warrants there is no enforceable assurance that the service will in fact do what the provider's market people claim it will do or that the provider has the right to provide service to the customer.

### **Publicity**

The contract may state that the cloud service provider use the customer's name, logo, and trademarks for the purpose of the service providers own publicity. If such provisions are not stricken altogether, they should be modified to require prior review and approval, or limit use to the inclusion of customer name on a customer list, in a manner that does not state or imply an endorsement.

### **Incorporation of URL Terms**

While it may be reasonable to deal with technical standards and guidelines or other "non-legal" matters elsewhere, it is strongly preferable that all contractual terms be included in the contract itself.

At the very least, the customer should attempt to require the provider to 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 customer's interests.

## **Modifications to the Contract**

Contracts sometimes limit the rights to the provider to make necessary modifications to its services; customers typically have no objection especially if they will benefit from the changes. However, there should be limitations to the provider's right to "commercially reasonable modifications".

- Ensure that the contract specifies advance notice of all changes initiated by the service provider; minimum 30 days.
- Consider adding service provider may make commercially reasonable modifications to the service, provided that they do not materially diminish the nature, scope, or quality of the service.
- Continue to operate the applicable service for an extended period of time (minimum 12 months) after the effective date of change.

## **Automatic Contract Renewal**

Contract time period is preferred for a three-year term.

The contract would renew automatically (so the customer does not have to renegotiate every time), but also allow termination for convenience on some reasonably short period of notice.

The contract would need a written approval for renewing the contract. There should be two available options for renewing the contract.

## **Governing Law and Jurisdiction**

A contract will specify that it is governed by the law of the state of Tennessee and grant the courts of that state exclusive jurisdiction over any disputes arising out of the contract.

Public institutions generally have significant state law restrictions on their ability to consent to such provisions, and they are inadvisable for others.

It can be preferable to the customer to either (a) specify the law and jurisdiction of the customer's own state (large providers likely operate in and are subject to all such jurisdictions, so it is no significant inconvenience for them), (b) provide that disputes must be brought in the defendant's jurisdiction

(which is even- handed and tends to encourage informal resolution, as the plaintiff will not have the “home court” advantage), or (c) simply delete the provision and leave the question open for later argument and resolution if and when needed.

## 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
Business Phone Number	Fax/other Number
Printed name of first signatory	Title
Signature	Date
Printed name of second signatory	Title
Signature	Date

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder 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 bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

(BUSINESS NAME) \_\_\_\_\_

(DATE) \_\_\_\_\_

For further information, please see website:

[https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entitles/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)