

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

Request for Proposal No.: **197533**

Ordering Dept.: Department of Public Works/Fleet Management Division

Buyer: Mark McKeel; e-mail: mmckeel@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED)

Phone No.: 423-643-7236; Fax No.: 423-643-7244

Products or Services Being Purchased: **Fuel Management and Operations Fuel Card Program**

SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON OCTOBER 14, 2020

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON SEPTEMBER 30, 2020

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 of Chattanooga (COC) Terms and Conditions posted on Website are applicable: [http://www.chattanooga.gov/images/City_of_Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf](http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)

NOTE: ALL PROPOSALS 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 within Offeror's proposal.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

Contact Person for RFP: _____

E-Mail Address for all RFP communications: _____

SIGNATURE: _____

Name of Signer if other person: _____

COMPLETED COVER PAGE MUST BE RETURNED WITH PROPOSAL

City of Chattanooga, Tennessee
Department of Public Works- Fleet Division



Request for Proposal

Fuel Management and Operations
Fuel Card Program

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Section I: General Information

Introduction

The City of Chattanooga seeks proposed solutions for fuel management and operations with a fuel card program. This includes all software, hardware, implementation services, and continued maintenance and support to meet the City's needs.

This solicitation document describes the required and desired features of a 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. All responses to this proposal should be all inclusive to the specifications to be considered valid.

Background

The current fueling options are limited to three city owned fueling sites. This does not allow for any fueling options other than these sites for all City vehicles. This is a hindrance and is costly to all operations due to the City of Chattanooga having expanded to a larger geographical area. We are currently operating three fuel trucks for daily and emergency off site fueling. This requires additional personnel and vehicle purchase with maintenance to perform these tasks.

Contract Term and Information

Any resulting blanket contract(s) will be for an initial contract term of one (1) year with four optional one (1) year renewals at the agreement of both parties and using the same Terms and Conditions. The City solely determines the number of contracts awarded, if any. No minimum or maximum quantity is guaranteed to be ordered.

Section II: Functional and Technical Requirements (Scope of Work)

General Requirements

The purpose of this section is to describe the required and desired features of a fuel management and operations with a fuel card program 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. All responses to this proposal should be all inclusive to the specifications to be considered valid.

The City plans to move to a fuel management and operations with a fuel card program. If chosen, the vendor will be the sole source for fuel for the contract term. This will include all software, hardware, and implementation services with continued maintenance and support to meet the City's needs. This shall include: all fueling operations, daily off site fueling, night time fueling on lot, Fire Department fueling two to three days per week, and emergency fueling when needed. Vendors will install a card system and supply fuel cards for each vehicle (approximately 1,500) and operate City fuel sites remotely. Any repairs below the concrete (underground tanks) will be the responsibility of the City when notified. Vendors must maintain these fuel sites to meet State and Federal standards.

Bulk fuel drops at our facilities will be paid by the City when needed, and will expect pricing at spot market current rates. The City will need to be made aware of:

- Cost estimate for mobile fueling daily, nightly, weekly and monthly.
- Estimated cost per gallon.
- Cost to maintain facilities should be calculated in the fuel pricing.

Description of Service Requested

The intent of the RFP is to obtain a universally accepted fuel card that can be used at virtually all retail locations throughout the City of Chattanooga. While a vast majority of the purchases will be in the City of Chattanooga, the card must allow purchases anywhere in Tennessee and throughout the United States where the vendor has participating merchants. Multiple fueling sites must have fuel available and pay at the pump features open 24 hours per day, 7 days per week and 365 days per year. Filling stations must have access to service a wide variety of vehicles including cars, Fire Apparatus, trucks, ambulances, and other larger vehicles. No minimum level of consumption or compensation will be guaranteed under any Contract resulting from this solicitation.

This proposal will include the implementation of a fuel card program for the purchase of fuel only (tax removed). Fuel would be defined as being limited to gasoline (unleaded regular), number 2 diesel fuel (low and ultra-low sulfur), and alternative fuel (up to E-10 & B-10). DEF fluid shall also be included at fuel sites if needed. No Other automotive products shall be offered.

1. The City will furnish the vendor with a listing of vehicles authorized to obtain fuel under the terms of this contract. Cards shall be issued for each vehicle that is City owned or authorized for fuel transactions. A list of employee numbers shall be supplied for the PIN number to issued directly.
2. The City will designate, in writing, the employees authorized to set limits and/or approve purchases exceeding card limits.
3. Purchases by the City are exempt from all eligible State of Tennessee Sales Tax and Federal Taxes. [Note: We do pay the Federal Oil Spill Tax of 0.00193 and the Federal LUST Tax of 0.00100.] Taxes approved by other states may apply on purchases within their jurisdiction.
4. The City requires the net out or rebate of applicable federal fuel taxes, TN state fuel taxes, and TN sales taxes on each transaction with minimal or no effort by the City prior to submission for payment.
5. While the City will develop its own policies and procedures for the issuance, security and operational matters related to the fuel card program, the vendor shall provide internal loss prevention measures and assist the City with development, implementation, modification, monitoring, and enhancement of these policies and procedures to match the operations.
6. Individual credit checks shall not be performed on vehicle operator, nor shall fleet payment card activity be shared with anyone to impact the vehicle operator's personal credit histories.
7. Cash advances from banks or ATMs are not allowed.
8. The City requires 24/7/365 toll free customer service access for cardholder support.
9. The fuel card program must have robust reporting capabilities that are accessible online to assist the City in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation. The vendor shall also provide data on a regular basis, in an agreed upon format, to the City's Public Works Department, Fleet Division.

Fuel History below for past years:

Date Range	Fuel Type	Total Gallons	Total Spent on Fuel
FY 17	Diesel	564,262	\$953,079.40
	Unleaded	752,471	\$1,118,059.12
FY 18	Diesel	533,358	\$1,126,988.54
	Unleaded	692,795	\$1,229,999.66
FY 19	Diesel	523,934	\$1,123,516.99
	Unleaded	734,927	\$1,291,640.70

Additionally, the City is requesting that a vendor manage the operations of the City's three fueling stations operating on the same card system. These three locations will be retained as currently used, in the event of a fuel shortage or disaster of sorts they will be used as critical operations centers to ensure our fueling needs are met. As such the fuel card program is expected to replace all of the currently used systems, the volumes identified above, are listed to give an indication of fuel usage. Consideration will also be given as to the purchase of fuel for these critical operation centers through this contract – this however may be evaluated and/or awarded separately from the retail fuel card program itself if needed.

Vendor Qualifications

The City of Chattanooga is contacting prospective vendors who have an interest in or are known to do business relevant to this Request for Proposal meeting the following requirements:

- Must have at least ten (10) years experience in this business.
- Must have multiple locations in the City of Chattanooga and optional usage in other states when needed.
- Fuels must meet or exceed all Federal, State, Local and automotive standards. The fuel card program must be in accordance with all applicable laws, codes and ordinances.
- Must be able to automatically remove and/or rebate any applicable Federal and/or State Sales Tax from which the City is exempt.
- Must provide a robust on-line administrative system for the management and administration of the program.

Prospective vendors, regardless of previous experience with fuel management, should demonstrate a thorough knowledge of the differences associated with municipal government fuel management as opposed to those of the private sector with regard to security, open records, fuel 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 fuel management and operations.

Training

Proposals must include a written plan to train staff with the cost of training in the implementation. Training must be provided for each employee using the system and a training program will be developed for the City's Public Works Department, Fleet Division and all other City Department's to use during their onboarding and orientation programs. 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 transition.

Functional Requirements

Fueling transactions will have to collect and combine data from multiple fueling sites. Three current sites and other location availability.

Fuel management must be able to provide the following:

- Implementation of a new card system:
 - Vehicle identification.
 - Mileage.
 - Operator/driver Employee #.
 - Quantity of fuel.
 - Only fuel type for the vehicle is allowed with a fuel card.
 - Secure PIN number for each card holder.
 - Alternate meters for hour/mileage days tracking.
- Fuel inventory at three city owned sites should include at minimum:
 - Tank number and quantity at all locations.
 - Purchase Information (date, price, quantity, etc).
 - Fuel types and capacities.
 - Renumbering capability.
- Fuel Inventory should include at minimum:
 - Track and post all fuel transactions by vehicle, employee number, pump, quantity, and type.
 - Track all variances for pumps and tanks (City owned).
 - Allow multiple facilities, availabilities.

System modules: Capable of reporting directly to our shop management system.

Variable fuel usage reports, report other pertinent documents:

- Employee Module:
 - Capability to view fuel gallons used by each vehicle at any given time.
 - Combined employee listing usage for multiple facilities/departments.
 - Reconciliation reports.
- Fueling Transactions:
 - Ability to bill multiple departments on one document, etc.
 - Custom import/export capabilities.
 - All entries tracked by user name, vehicle number, etc.
 - Location where fueled.

Software-based Fuel management:

- Get automatic reorder notifications.

- Interface capable with Fleet software (TBD)
- Use of a Purchase Order module to track Bulk Fuel purchases
- Track all changes to fuel transactions
- Back-up and restore capabilities
- Create Fuel Zones
- Track Fuel usage by vehicle
- Capability to view inventory.

Fuel management software will be capable of verifying fuel levels in inventory at our locations to prevent the need to visit each site daily for readings.

Hierarchy divisional permission levels for access to information in the system will be provided.

The fuel management will need a simple barcode system to streamline and optimize inventory levels.

The fuel management will need to track vehicle usage from fuel entries at pumps, keep up with all standard preventative alerting each operator at 500 miles before service is due and after at 500 before shutting down fueling for over 7,000 assets.

The fuel management will be capable of order alerts function.

The fuel management must be capable of working on either IOS and Windows platforms.

A way to track bulk fuel distribution from beginning to delivery.

Custom reporting with multiple file types.

Replacement module that has preloaded criteria for replacing fuel levels.

Fuel management must be capable of resetting fuel access when PM services are completed.

Billing module:

- Billing multiple types of work to departments off a single work order.

A simple reporting tool giving all analytics for vehicle maintenance, fuel usage, and inventory. The ability to export reports, create custom reports with the ability to save the report configuration.

Comprehensive management of fleet assets, external work management.

Predictive scheduling and tracking of preventive maintenance, fuel usage and performance tracking and analysis.

Multiple report capability and customization at no additional cost.

Off Site Locations:

Station 1

218 E. Main Street - Downtown

Station 3

5 Francis Street - Lookout Valley

Station 4

2181 Curtis Street - East Chattanooga

Station 5

809 S. Willow Street - Highland Park

Station 6

4510 Bonny Oaks Drive - Bonny Oaks

Station 7

6911 Discovery Drive - Enterprise South

Station 8

2103 Hickory Valley Road - Tyner

Station 9

3250 8th Avenue - East Lake

Station 10

910 Wisdom Street - Amnicola

Station 11

6418 Hixson Pike - Hixson

Station 12

900 Forrest Avenue - North Chattanooga

Station 13

5201 Brainerd Road - Brainerd

Station 14

1009 W 39th Street - Alton Park

Station 15

912 Shallowford Road - Shallowford

Station 16

1033 Lupton Drive - Rivermont

Station 17

628 Signal Mountain Road - Mountain Creek

Station 19

5000 Brunswick Lane - Hixson

Station 20

3003 Cummings Hwy - Lookout Valley

Station 21

7700 E Brainerd Road - East Brainerd

Station 22

6144 Dayton Boulevard - Dayton Boulevard

Woodland Drive Summit Landfill

Ooltewah, TN 37363

Birchwood LandfillCha

9327 Birchwood Pike

Harrison, TN 37341

Household Hazardous Waste Collection

4063 N. Hawthorne Street

Chattanooga, TN 37406

City of Chattanooga CWS

900 E. 11th Street

Chattanooga, TN 37403

Technical Requirements

Vendors must incorporate the items in the list of standardizations within Appendix(s) 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 III: Evaluation Criteria and Scoring

In evaluating response to the Request for Proposal, the 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.

30 percent: Competence to Perform Scope of Work

- Technical quality of goods/services proposed
- Ability of goods/services to address City's functional needs
- Demonstration of ability of firm and product to perform
- May include firm and/or product accreditations, awards, accolades, or similar
- May include firm's financial strength
- May include previous or pending lawsuits and/or mediation with other municipalities, etc.
- And may include other similar factors

25 percent: Approach to Scope of Work

- Demonstration of understanding of City's needs
- Plan to address City's needs
- Detailed plan of implementation
- Plan for support and maintenance
- Timeline for implementation by task and day(s), not date specific
- Key personnel to be assigned to City's project, team and individual and support network
- May include other obligations of vendor
- May include commitment to City project
- And may include other similar factors

30 percent: Qualifications, firm/team/individual experience, and reference projects

- Qualifications of firm, team, and individual(s) assigned
- Knowledge and experience in general
 - Experience doing similar work, especially for similar government bodies
 - And may include other similar factors

15 percent: Price/Value/Cost Efforts

Appendix A: Software Standard Requirements

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

- **API:** Application Program Interface; functions and procedures available to developers by which certain software functions may be automated.
- **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).
- **Geocoding:** A method by which a street address is converted to information for mapping or other geo-location purposes.
- **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.
- **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
- **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 or by the City of Chattanooga.

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 or by the City of Chattanooga

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 or by the City of Chattanooga.

Policy

- 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: Oracle DBMS, Microsoft SQL Server, Oracle MySQL/MariaDB, PostgreSQL, NoSQL (MongoDB/Cassandra).

- Data:

- Data Access:

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

- Data Ownership:

- 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.

- Upgrades:
 - Database as provided must be the current production/LTS version of the DBMS or its -1 version. Vendor should agree to database upgrades as follows:
 - A new DBMS release is deemed “current” when it has been in production release for 180 days;
 - Upon designation of a new “current” version, the previous “current” version becomes Current -1;
 - The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.
- Address validation:
 - An approved geocoding interface must exist for the validation of entered and modified street addresses;
 - Address formats should conform to industry standards and best practices.
- Hosting: *(also refer to Appendix E: Cloud/Hosted Solution Standards)*
- Software must be hosted by vendor or approved alternative. Hosting agreement must include:
 - Technical Support
 - Test instance(s)
 - One (1) or more as deemed necessary;
 - Regular clones from production instance to test instance(s) must be provided;
 - A mechanism by which an additional test instances can be requested, should be provided.
 - Interfaces
 - Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services;
 - Vendor should provide reasonable access for DIT personnel.

- Support:
 - Technical Support
 - Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
 - The software vendor and/or a third-party vendor must provide other forms of technical support.
 - Functional Support
 - Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
 - Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.
- Maintenance:
 - Vendor to provide patching schedule and version upgrade roll out;
 - Standard managed services.
- Training:
 - Vendor Commitment:
 - Vendor to provide training material for all software versions;
 - Vendor should provide release notes for new versions or patches including pushed notifications for security related fixes.
 - Vendor to provide at minimum “train the trainer” sessions during initial installation and as needed after major upgrades.
- City Departmental Partner Commitment:
 - Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
 - Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
 - In-person, instructor-led online, or CD/DVD based-training;
 - Periodic attendance of user groups and conferences.
 - Partner shall name replacements and/or new SMEs when necessary and provide for their training.
 - Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.

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

Appendix B: 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.
- User license types (Concurrent or Seat).
- Renewal options (Subscription or Maintenance).
- Are user licenses transferable?

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.).
- Notification process of outages and resolution.
- Service package offerings for support (Silver, Gold, Platinum).
- Patch testing to be performed in Test environment with designated City Staff for sign-off and approval.

Data Management

- Data to be hosted and managed by Provider.
- If Test environment is provided - must be maintained and kept current with production.
- What options are available for pulling and pushing data (API, Web services, Database access)?

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

- Location and process that the data is stored and backed up.
- Backup should be stored in multiple physical locations for disaster recovery purposes

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 Accessibility

- Vendor should provide a methodology by which the City can access the data via scheduled ETL (extract, transform, and load) processes.

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. How will notifications be provided?
- Logging capabilities that will be available.

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 the encryption of data in both transmission and storage (“at rest”) and explain the encryption standards applied.
- Provide the level of encryption.

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.
- Provide any redundant paths.

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.

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.