City of Goodlettsville, Tennessee

Request for Proposals # 17080050

City of Goodlettsville
Traffic Flow Improvement and
Traffic Signal Upgrades – Phase II

Sole contact point for submissions:	Sole contact point for questions:
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Important dates:

RFP issuance	April 11, 2018
Pre-proposal meeting	April 25, 2018
	11:00 AM
	(Contact City for Conference Call Information)
Deadline for Offerors to ask questions	May 2, 2018
Deadline for City's responses to questions	May 9, 2018
Proposals due	May 16, 2018
	2:00 PM

Introduction

The City of Goodlettsville (also referred to herein as the City), has identified the need to upgrade and enhance the existing City of Goodlettsville advanced traffic signal control systems. The City is requesting proposals for non-professional services from qualified Offerors for equipment and services to serve as the City Signal System Software and Local Controllers/Cabinet Hardware standard for use by the City of Goodlettsville in future installations and traffic signal upgrades.

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Background

Transportation Environment:
The City of Goodlettsville is located just north of Nashville and its boundaries extend into both Davidson and Sumner Counties. The two (2) corridors that are a part of this project are classified as minor arterials by TDOT; Conference Drive from Long Hollow Pike (State Route [SR] 174) to Mission Ridge Drive and Long Hollow Pike (SR 174) from Main Street (US 31W/US 41/ SR 11) to Loretta Drive. Conference Drive connects the large retail area around Rivergate Mall with Long Hollow Pike (SR 174) to the North. There is also an interchange with SR 386 (Vietnam Veterans Boulevard) along Conference Drive just south of the project limits. Vietnam Veterans connects the Cities of Hendersonville and Gallatin with I-65 and Nashville. Long Hollow Pike (SR 174) is an east-west corridor that has an interchange with I-65. It connects downtown Goodlettsville with the City of Gallatin. Both of these corridors experience heavy congestion during peak periods. Northbound Conference Drive and eastbound Long Hollow Pike (SR 174) experience heavy congestion at the intersection with one another during the PM peak period. Long Hollow Pike (SR 174) also experiences heavy delays westbound at the intersection with the I-65 southbound ramps as vehicles queue to turn left onto I-65 southbound. To help mitigate the congestion during those time periods and make other adjustments as necessary, the City would like to implement central control of their traffic signal system along the two roadways.

Traffic Management Resources:
The City's Public Works Department traffic operations center (TOC) will be responsible for the operation of the City's advanced traffic management system (ATMS). The TOC will house a central server and signal system software. City staff currently have experience in setting up and fine tuning traditional coordinated signal systems; however, they will require training specific to the proposed centrally controlled signal system sufficient enough to allow them to set up, adjust, and fine tune all aspects of the system. Maintenance of all field equipment will be performed by in-house staff or by contract where applicable.

Proposed System Overview:
The City of Goodlettsville would like to install a fully functional interconnected signal system, which includes new controllers and new cabinets at twelve (12) intersections along the Long Hollow Pike (SR 174) and Conference Drive corridors in addition to a new central software system. The project spans approximately 1.2 miles along Long Hollow Pike (SR 174) and approximately 1.1 miles along Conference Drive. The traffic signals along Long Hollow Pike (SR174) will be connected utilizing existing aerial fiber optic cable, and the signals along Conference Drive will be connected using new underground fiber optic cable within exiting conduit. A connection with existing fiber optic network will also be made at the Goodlettsville City Hall located at the intersection of Long Hollow Pike (SR 174) and Main Street (US 31W/US 41/ SR 11). City Hall already has an existing connection with the Public Work Department, which will house the new TOC. The existing connection for the Public Works Department building is a 50 Mbps fiber link to Windstream utilizing their Multi Protocol Label Switching (MLPS) technology. City Hall is in the network at 100 Mbps, and the other buildings connect through these two buildings. Both City Hall and the Public Works Department are firewalled and provide Dynamic Host Configuration Protocol (DHCP) service for their subnets. Additional improvements include the reconstruction of two (2) signals, updated vehicle detection, countdown pedestrian signal heads, sidewalk improvements, and signing and marking upgrades.

The central signal system processor/server will be protected within the agency's firewalls. The IT Department will provide resources, equipment, and system management so that operators will have appropriate access to the system locally, from within the agency's LAN and from remote locations. The City uses Meraki equipment from Cisco in a completely managed network of security Appliances,

Switches, and Access Points. The Offeror should provide Cisco and Meraki equipment so that monitoring of all endpoints will be available with the existing Meraki network.

The City of Goodlettsville currently primarily utilizes traffic signal controllers manufactured by PEEK and McCain. The City also currently owns and maintains detectors and cameras, but the existing system lacks the ability to transmit traffic flow data and traffic images from the intersections to the TOC and/or provide remote traffic sensor control from the TOC. The system also lacks the following types of remote traffic signal control selected for the region during the development of the 2010 Nashville Area Regional ITS Architecture:

- Signal control commands (from the TOC)
- Signal control device configuration (from the TOC)
- Signal control plans (from the TOC)
- Signal system configuration (from the TOC)
- Signal control status (from the signal)
- Signal fault data (from the signal)
- Right-of-way request notification (from the signal)

Scope of Work

The Goodlettsville Signal System upgrade deployment outlined in this RFP is planned to include twelve (12) new ATC traffic signal controllers; central traffic control hardware and software; and fiber optic communications upgrades. The City of Goodlettsville intends to purchase equipment directly from the Offeror in this RFP. Additionally, the City of Goodlettsville will select a Construction Contractor for the installation of additional signal / ITS equipment via a separate Construction Contract. The Offeror will be required to coordinate with the Contractor to integrate their equipment during the Construction Contract. The Offeror shall be capable of furnishing their most current signal controllers, cabinets, and accessories, furnishing and installing their most current central system servers and software, and providing integration services for the proposed central and field components. The Offeror shall provide a communications system diagram with proposal to demonstrate how the proposed elements will integrate together into the City of Goodlettsville network. The Offeror will be responsible for the procurement of all equipment and installation / deployment of the project. The City reserves the option to purchase hardware and 3rd party software directly. Offerors shall identify ALL software and hardware necessary to operate their product efficiently. Offerors shall provide a warranty for the proposed hardware and software to operate their system for a minimum of five (5) years. Offeror shall also be required to share Management Information Bases (MIBs) both private and those required by NTCIP. Other costs/fees shall NOT be allowed aside from those explicitly identified in Offerors' proposals.

The Offeror shall be capable of providing integration services anticipated to extend through the field construction phase (2018-2019). The Offeror shall demonstrate staffing experience to accomplish two (2) levels of integration: local controller and communication system loop (where applicable). Each level of integration is expected to include the following base requirements:

Local Controller Integration: The Offeror shall be able to extract existing controller settings and operations parameters in order to configure a new Offeror-provided local controller, to add the controller to the central system database, configure the intersection mapping on the graphical user interface (GUI), and load the designated IP addressing for each upgraded/proposed intersection. The Offeror will support City's or their designated field contract representatives with troubleshooting parameter changes or other settings that impact successful deployment of the controller in the field by others.

Communication System Loop Integration: The communication network architecture is comprised of several local controllers and Layer 2 Ethernet Switches that are connected or will be connected via aerial or underground fiber optic cable. The City uses Meraki equipment from Cisco in a completely managed network of security Appliances, Switches, and Access Points. Responders should provide Cisco and Meraki equipment so that monitoring of all endpoints will be available with the existing Meraki network.

System Validation and Verification: The Offeror shall provide support to the City's staff during the initial equipment procurement phase and during the subsequent construction phase to integrate and enable system communications with signal controllers as a communication channel is brought on line. The Offeror will support either the City or their designated field contract representatives with troubleshooting communications mismatch or other network settings that impact successful integration of the system loop into central system monitoring. Integration testing is to be carried out in conjunction with the City and/or its designated field contract representatives to verify system and operation parameters along a coordinated system. The Offeror shall be responsible for preparing validation and verification procedures and documenting the results to the satisfaction of the City of Goodlettsville. Staff from the City will observe the validation process that is performed. The Offeror shall notify the City and coordinate schedules to allow City staff to observe. Any changes that must be made to the validation and verification processes must be approved by the City conductor before they are implemented by the vendor.

The response to the RFP will be evaluated on the following criteria. All criteria must be met to be invited to demonstrate the proposed system software and hardware to the City. Proposal formats, dates and times, specific evaluation criteria, and detailed system functional requirements will be transmitted to those Offerors invited to demonstrate to the City of Goodlettsville.

Experience Qualifications:

The solution proposed by the Offeror in response to the RFP shall have been previously deployed (and currently still in operation) in North America with the following characteristics:
   -A minimum of 50 ATC controllers;
   -IP/Ethernet protocols for communications to at least 75% of field controllers on a communications network consisting of broadband, fiber optic cable, and/or wireless interconnect;
   -Shall be operated from a traffic operations center (TOC) or similar facility and shall be a central, distributed processing system (not a closed loop system).

Technical Capability/Staff Qualifications:

Proposals must include an organization chart showing the Offeror's project manager and all key personnel and their role in the project, along with one (1)-page resumes for up to five (5) key personnel. If sub-offerors are proposed, their proposed role and up to two (2) staff resumes of no more than one (1)-page may be submitted. For the Offeror and all sub-offerors, please state the full name and role of each firm participating on the Offeror's team, and clearly indicate which proposing firm is the prime. Include a letter from each sub-offeror committing to their role on the team, where appropriate.

Technical Offerings Compliance with Requirements:

The solution proposed shall have the following technical features:
   -Centrally distributed system (not closed loop system)

- ATC Controller that is compatible with either NEMA TS-1 and TS-2 and/or ATC cabinet standards
- Support multiple central operation facilities
- Support IP/Ethernet protocols over leased broadband, agency wire-line (fiber or twisted pair) and agency wireless communications
- Meets High-Level Functional Requirements in Exhibit 3.

Technical Innovations:

The City will consider technical innovations in proposed solutions.

Accessibility/Location Qualifications:

Offerors must have a North American Office (Offeror's project manager must be based in North America), and the Offeror must demonstrate the availability of permanently North American based maintenance and technical support staff able to answer technical support phone calls during normal business hours for the City (8:00AM – 5:00PM, Central Standard/Daylight Time) and be able to provide on-site support within 48 hours. If sub-offerors will be used, they also must meet the location requirements and the technical support requirements for the components they will be providing. Efforts to utilize the services of a Small Business Enterprise (SBE) or Disadvantage Business Enterprise (DBE) are encouraged.

Instructions to Offerors

RECEIPT AND OPENING OF PROPOSALS

The City of Goodlettsville, Tennessee (herein called the "Owner") invite responses on the form(s) attached hereto for a Request for Proposal for **The City of Goodlettsville Traffic Flow Improvements and traffic Signal Upgrades – Phase II**. The Owner will **RECEIVE PROPOSALS UNTIL 2:00 PM, WEDNESDAY, MAY 16, 2018** at Goodlettsville City Hall, 105 S Main Street, Goodlettsville, Tennessee, 37072 Proposals will then be publicly opened and read aloud at Goodlettsville City Hall, 105 S. Main Street, Goodlettsville, Tennessee. The envelope containing the proposal must be sealed, addressed to Charlie Ballard, City Recorder, and must bear the following information:

> Name of Proposing Firm
> Offeror's Address
> Date and Time of Proposal Opening
> Proposal Enclosed: <u>City of Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades – Phase II</u>

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any and all proposals. Any proposal received after the time and date specified shall not be considered. Proposals shall consist of a Letter of intent with an attached statement of qualifications. Offeror must provide three (3) hard copies of the proposal as well as one (1) digital copy.

QUALIFICATIONS OF PROPOSALS

The Owner may make such investigations as he/she deems necessary to determine the ability of the Offeror to supply the necessary services, and the Offeror shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror's fail to satisfy the Owner that such Offeror is properly qualified to carry out the obligation of the contract by supplying the service contemplated therein. Conditional proposals will not be accepted.

INSURANCE COVERAGE REQUIREMENTS

These coverage requirements apply to the Offeror and any Sub-Offeror who may perform services on this project.

> *Commercial General Liability Insurance* - $2,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis.

> *Business Automobile Liability Insurance* - $2,000,000 limit per accident for property damage and personal injury.

> *Workers' Compensation and Employers' Liability Insurance* - Workers' Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for $1,000,000 per accident.

CONDITIONS FOR ALL COVERAGES

> *Additional Insured*: The City of Goodlettsville, its Board of Mayor and Aldermen, officers, employees, agents, representatives, boards, commissions, committees, and volunteers (hereinafter referred to as Owner) are to be covered as <u>Additional Insured</u> respecting: liability

arising out of activities performed by or on behalf of the Offeror; products and completed operations of the Offeror; premises owned, leased or used by the Offeror or premises on which Offeror is performing services on behalf of the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

Notice of Cancellation or Non-renewal: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department Head granting this bid and/or to the Risk Manager for the Owner.

Acceptability of Insurers: Insurance is to be placed with financially sound Tennessee admitted insurers (Best's rating of A or better) or approved by Owner's Risk Manager. City of Goodlettsville Risk Manager: Dawn Freeman, phone (615) 851-2206.

Certificates of Insurance: Offeror shall furnish the Owner with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before work commences.

Defense, Indemnification and Hold Harmless Agreement: Offeror hereby agrees to indemnify, defend and hold harmless the Owner from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Offeror's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by the Owner, except as otherwise expressly stated herein. Offeror shall not be responsible when such liability arises from the sole negligence of the Owner. Offeror shall pay Owner for any costs incurred in enforcing this provision.

Utility Location: Offeror shall be responsible for performing utility location requirements by calling Tennessee One-Call service and any other applicable utility services. Offeror shall be responsible for all damage to any and all utilities.

Tennessee Drug Policy Requirements for Construction Contracts

1. The following requirement applies to all construction contract bidders having five (5) or more employees. Bidder is required to include in bid an affidavit attesting that effective no later than bid date, bidder operates a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101 through 50-9-114, OR a program at least as stringent as the program operated by the City of Goodlettsville.

2. The City of Goodlettsville operates a drug-free workplace program that complies with the above-referenced law. The City of Goodlettsville performs drug or alcohol tests at the following times: a. Job Application b. Reasonable Suspicion c. Post-Accident d. Routine Fitness for Duty e. Follow-up f. Random. All testing and specimen-handling procedures conform to the standards of the U.S. Department of Transportation guidelines. A Medical Review Officer (MRO) provides medical oversight to assure appropriate processing and accurate interpretation of the results. Failure to submit to substance abuse testing or testing positive for prohibited drugs and/or alcohol may result in discipline up to and including termination.

For further information on the program operated by the City of Goodlettsville, please call Dawn Freeman, Risk Manager, at (615) 851-2206.

ILLEGAL IMMIGRANTS
The Offeror shall comply with the State of Tennessee's requirements on illegal immigrants.

NON-COLLUSION / CONFLICT OF INTEREST
An officer or employee of the City of Goodlettsville may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as financial interest.

TIME LIMITS FOR STARTING AND COMPLETING WORK
As the Owner determines individual projects, they will be submitted to the Offeror and a work duration will be mutually established. Once a duration is established and the Offeror is authorized to begin work, there will be a three (3) week maximum time limit for the Offeror to begin and the pre-establish duration to complete. If the beginning of work is delayed beyond the three (3) week limit, the Owner has the right to seek another qualified Offeror to complete the work and any cost exceeding the bid prices will be the responsibility of the successful Bidder. Should such unresponsiveness become excessive, the Owner has the right to terminate the contract and award to the second highest ranked Offeror.

OBLIGATION OF BIDDERS
At the time of the opening of bids, each Offeror will be presumed to have read and to be thoroughly familiar with the specifications. The failure or omission of any Offeror to examine all the forms, instruments, and documents shall in no way relieve the Offeror from any obligation in respect to his/her bid.

Each Offeror is requested to fill out and return the attached Title VI information sheet, vendor information sheet and the W-9 as a part of the bid package.

For further information on the drug-free workplace program operated by the City of Goodlettsville, please call Dawn Freeman, City of Goodlettsville Risk Manager, at (615) 851-2206.

SCOPE OF SERVICE
The City of Goodlettsville is soliciting this proposal for non-professional services required to complete a recently awarded Federal Congestion Mitigation and Air Quality (CMAQ) grant from the Tennessee Department of Transportation. The Offeror chosen shall be responsible for providing a fully-functional central signal system compatible with their ATC field signal controllers.

Proposal Format

Proposals shall be organized and tabbed as follows:

1. Completed **Exhibits 2**, **4**, **5** and **6**.

2. Introduction.
   2.1. A concise explanation of your understanding of the RFP's scope of work.
   2.2. A brief summary (three (3) pages maximum) of the proposal's contents, emphasizing any strengths and unique aspects of the proposal.

3. A detailed description of the proposal being made, including:
   3.1. A brief synopsis of your understanding of the City's needs and how you plan to meet those needs. This must provide a broad understanding of the entire proposal;
   3.2. A completed **Exhibit 3** – Functional Requirements Matrix;
   3.3. A narrative description/project approach;
   3.4. A detailed project schedule or milestones;
   3.5. Explanation of any assumptions and constraints; and
   3.6. Identification of any additional services proposed.
   3.7. A Communication System Diagram showing how the proposed components work with each other and with the City's networks.

4. A statement of experience, including:
   4.1. The number of years Offeror has been in business under its current name, previous business names, and a short history of the organization.
   4.2. A statement that the Offeror has the capacity to meet the scope of work. Include an executive summary highlighting the qualifications of the Offeror for providing signal system software and hardware upgrade and the depth of resources available to provide the services requested.
   4.3. The size and location of the specific office that will be serving the City.
   4.4. For every contract Offeror has from the past three (3) years (including ongoing contracts) for similar work, list (Tennessee contracts first) up to max of 20:
      4.4.1. Date of completion and duration of the contract;
      4.4.2. Type of work;
      4.4.3. Total dollar amount contracted for and amount received;
      4.4.4. Location of area served; and
      4.4.5. Name, address and contact information of agency with which contracted.
      4.4.6. If any of those contracts were terminated before the original termination date, state the date of termination and reason for termination. If none were terminated, state this.
   4.5. A list of all controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, state that you have none.

5. Résumés of key staff members and an organizational chart. For each key employee that will be providing services to the City, list:
   5.1. Name and title;
   5.2. Office location and city of residence;
   5.3. Project responsibilities and roles;
   5.4. Educational background;
   5.5. Applicable professional registrations, memberships, and license numbers;
   5.6. Years of relevant experience and role on similar previous projects.

6. Describe all proposed sub-offeror activities. Include the full legal name and address of all sub-offerors, the type of work to be performed, and the percentage of the total work they will perform.

7. Submit evidence of ability to obtain insurance in the amounts and coverages required by the legal terms of the contract.

8. Provide this additional information:
    8.1. Describe any exceptions to the requirements or clarifications to the requirements.
    8.2. State the case name and number, court, and give a general summary of any litigation pending or judgment rendered within the past five (5) years against Offeror or any of its previous legal entities.
    8.3. State whether the Offeror or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past five (5) years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct with the past 5 years.
    8.4. List any pending litigation in which Offeror or any of its officers or managers is a named party.
    8.5. Describe efforts to utilize the services of a Small Business Enterprise (SBE) or Disadvantage Business Enterprise (DBE) if applicable.

Proposal Evaluation and Selection

1. Phase I—Proposal Evaluation: The City will use the following criteria to evaluate proposals for selecting those that will advance to Phase II of the evaluation process. Proposals that the City deems to be non-responsive to the RFP will be eliminated from consideration during Phase I.

Evaluation Matrix		
Category	Description	Awardable Points
A	Experience Qualifications: (i) Offeror's past performance on any City contracts; (ii) the results of reference checks; and (iii) Offeror's experience in providing the services solicited by this RFP as set forth in the proposal.	20
B	Technical Capability/Staff Qualifications: the qualifications of the personnel proposed to be assigned to provide the services solicited by this RFP and the equipment and materials proposed to be used in performing the services solicited by this RFP	23
C	Technical Offerings Compliance with Requirements: the extent of the Offeror's compliance and willingness to comply with all of the terms and other requirements of the RFP and resulting contract, and pricing.	24
D	Technical Innovations: the extent of Offeror's use of innovative solutions for satisfying the requirements in this RFP and the resulting contract.	23
E	Accessibility/Location Qualifications: the degree of accessibility that the Offeror will be able to provide to the City officials who will be administering the contract. The City and the Offeror need to maintain close cooperation and coordination to achieve the objectives of the contract.	10
Total		100

2. Phase II—Interview Presentation and Bench Test Evaluation.

   The evaluation committee may choose to short-list a subset of the responders from Phase I or may choose to ask each Offeror who submitted in Phase I to participate in Phase II.

   Offerors will be interviewed and give a presentation to the evaluation committee. The Phase II presentation/demonstration will be based on the subject project and should not last more than 2 ½ hours, during which time Offerors must cover all information necessary for the City's staff to

test and operate the proposed system software in a simulated environment. This demonstration is intended to provide Offerors an opportunity to instruct the City's staff on operations and features of the proposed central system and field hardware. Offerors must provide a working demonstration system for the City to bench test evaluate on-site for up to two (2) weeks.

The interview and presentation will be conducted with only proposed team members identified on the Offeror's organizational chart. The evaluation committee will use information gained during these discussions, information presented in the presentation, and subsequent bench test evaluations to rank proposals.

Offerors must also provide a detailed technical approach during Phase II.

Offerors must also provide a non-binding cost proposal during Phase II. This must be in a sealed envelope labeled with the name of the Offeror and "price proposal." Offerors must provide a firm fixed price for all services and materials to be provided. Offerors must explain in detail the components of the firm fixed price for central system software and hardware, local controller hardware, and integration services, as well as hourly rates for any supplemental services offered. Offerors should include a proposed payment schedule. Progress payments are allowed if the payments are based on completion of defined milestones.

The progress payment schedule for the contract will be as follows, unless otherwise approved and accepted by the City:

- 10% due upon contract signing.
- 30% due upon system installation.
- 20% due upon the completion of training.
- 20% due upon system acceptance (see Acceptance Testing of System)
- 20% of the Contract Sum due 30 business days after date of Live Production

The evaluation committee will select the top-ranking proposal, close Phase II, and begin Phase III negotiations with the top-ranking Offeror.

3. Phase III—Negotiations. The City and the top-ranking Offeror from Phase II will negotiate and finalize a detailed scope of services and contract price. If negotiations are unsuccessful, negotiations will be terminated and the City will begin negotiations with the next-highest rated Offeror from Phase II.

4. The City may award a contract, multiple contracts, or no contract. The City may accept or reject any or all proposals, waive irregularities and technicalities, and request resubmission or additional information. The City will be the sole judge of suitability of the proposals. The City's decision is final.

List of Exhibits

1. Contract terms
2. USDOT 1050.0 Civil Rights Act requirements
3. Functional Requirements Matrix
4. Proposal Forms
5. Nondisclosure and Confidentiality Agreement
6. Third Party Access Policy
7. System Acceptance Certificate

Exhibit 1 - Contract Terms

Authorization to do Business in Tennessee. Offeror is authorized to do business in Tennessee as a domestic or foreign business entity under Title 13.1 or Title 50 of the Tennessee Code. Offeror will not allow its existence to lapse or its certificate of authority or registration to do business in Tennessee to be revoked or cancelled during the term of this contract.

Relation to City. Offeror is an independent contractor of the City. This contract does not create an employment relationship between the City and Offeror or any of its employees.

Modifications. Modifications to this contract can only be authorized by approved written change order or contract amendment signed by the City Public Manager. Offeror must submit requests for change orders to the City. The City will respond to requests promptly, in writing.

Extension. The City may extend the term of this contract for up to one (1) year, for any reason.

Open Records Act. All records pertaining to this contract are open to inspection by the public under the Tennessee Open Records Act (Tennessee Code § 10-7-503 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Tennessee § 10-7-503).

Audit. Offeror will retain all records related to this contract for five (5) years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Offeror. The right to inspect records specifically includes all records related to (i) the Offeror's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Offeror's compliance with applicable laws and (iv) appropriate contractor records.

Property of Work. All materials, reports, and products, in any form, that result from this contract are the property of the City. Offeror shall not copyright any of this property. Offeror shall give all work papers and related documents to the City upon request. Any data and materials given by the City to Offeror remain the City's property When no longer needed, Offeror will return all data and materials to the City or destroy them using a City-approved method.

Ethics in Public Contracting. Offeror certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or sub-offeror and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Personnel. The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

Project Manager. The Offeror shall provide a Project Manager, approved by the City, to oversee the project until its completion. The Offeror's Project Manager shall oversee the overall project on behalf of the Offeror and shall be on-site during all major project activities as defined in the Project Plan approved by the City.

Background Checks. Certain individuals associated with the Offeror may require access to confidential data in order to perform services or provide products under this contract; therefore, the City may need to perform background checks on all non-City-employees who will have access

to confidential data. The Offeror shall provide and shall cause any sub-offerors to provide the consent to those background checks, in the form provided by the City, of each individual who will require access to confidential data to perform services or provide products under this contract. Offeror shall, within thirty (30) days of the date of the contract, furnish the City with the completed background check forms from each individual who will require access to confidential data. The City shall reasonably expedite all background checks.

Non-Discrimination. Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that the Offeror is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Offeror will include the terms of this section in every subcontract or purchase order of over $10,000, so that the terms will be binding upon each sub-offeror and Offeror.

Immigration. Offeror does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

Drug-Free Workplace. Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Offeror's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Offeror that Offeror maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over $10,000, so that the terms will be binding upon each sub-offeror and vendor.

Payments. The City shall pay Offeror for all goods and services under this contract in accordance with the pricing provisions specified in the RFP and winning proposal. Offeror must provide its federal employer identification number to the City before requesting payment. Offeror will submit invoices to the City, identifying each item billed for in sufficient detail to enable the City to ensure that the pricing is accurate and that the item has been delivered/service has been performed. The City will pay invoices within 30 days. Any invoice not paid within 30 days will accrue 1% interest per month.

Taxes. Offeror shall pay all federal, state, and local taxes associated with this contract. The City is not responsible for any of these taxes. If the City nevertheless pays any of these taxes, Offeror shall reimburse the City for the full amount of the taxes.

Sub-offerors. Within 7 days after receipt of payment by the City for work performed by a sub-offeror, Offeror shall a) pay the sub-offeror for the proportionate share of the total payment received from the City attributable to the sub-offeror's work, or b) notify the City and the sub-offeror, in writing, of Offeror's intention to withhold payment and the reason for withholding the payment.

Offeror will pay interest of 1% per month to sub-offerors on all amounts owed to the sub-offerors which has not been paid or withheld under the terms of the preceding paragraph.

Offeror must require individual sub-offerors to provide their social security numbers, and proprietorship, partnership, and corporate sub-offerors to provide their federal employee identification numbers. Offeror will provide this information to the City upon request.

Offeror must require sub-offerors to include the terms of this section in all contracts with other sub-offerors.

Indemnification. Offeror shall indemnify save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with (i) Offeror's default or breach of this contract; and (ii) Offeror's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Offeror in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

Insurance. Offeror and any sub-offerors shall maintain, at their expense, the following insurance coverage during the entire term of the contract. Offeror shall provide copies of its Certificates of Insurance to the City.

a. Workers' Compensation – as required by law.

b. Employer's Liability – $1,000,000.

c. Commercial General Liability – $2,000,000 per occurrence.

d. Automotive Liability – $2,000,000 per occurrence.

All insurance policies shall provide that (i) subrogation against the City is waived; (ii) the City is named as an additional insured; (iii) coverage will not be cancelled, non-renewed, or materially altered without 30 days' written notice to the City; and (iv) the insolvency or bankruptcy of the insured does not release the insurer from its obligation to satisfy claims otherwise within the coverage of the policies.

Assignment. Offeror will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

Choice of Law, Venue. This contract is governed by Tennessee law. The Circuit Court of Davidson County is the exclusive venue for any litigation regarding this contract.

Claims. Offeror must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted fewer than 60 days after the final contract payment.

Claims must (i) set forth the primary, secondary, and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact, and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data.

Default and Termination for Cause. The City is in default 1) if it fails to pay any amount due to Offeror; or 2) upon any other material failure to comply with the terms of the contract. Offeror is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow thirty (30) days for the default to be cured.

If the City does not cure a default after receiving notice, Offeror may a) terminate this contract, and b) exercise all remedies available at law. If Offeror does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law; procure supplies and services from other sources and hold Offeror responsible for the cost; and c) collect liquidated damages.

Liquidated Damages. The City will incur actual damages if Offeror fails to perform its responsibilities under the contract as scheduled. It would be impractical to determine the actual amount of these damages. The parties agree that $100 per day is the best estimate of the damage that would be incurred by delayed performance under the contract. This is the City's exclusive monetary remedy for delay by the Offeror.

Termination without Cause: The City may terminate this contract for any reason upon ninety (90) days' notice to Offeror. The City will promptly pay all amounts already earned by Offeror before the notice of termination was received and reasonable expenses incurred in reliance upon the contract before the notice of termination was received.

The parties can agree to terminate this contract at any time.

Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City:
Jeff McCormick
Director of Public Works
215 Cartwright Street
Goodlettsville, Tennessee 37072

To the Offeror:
The address listed on Offeror's Proposal. Offeror may change its address for notices by notifying the City in writing of the change.

Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

Construction and Interpretation. City and Offeror have both had the opportunity to have their legal counsel review this contract. If an ambiguity or question of intent arises, this contract will be construed as if drafted jointly by the parties.

Intellectual Property. Offeror shall not infringe on any valid copyright, patent, service mark or trademark in the performance of this contract. Offeror shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Offeror or used by the Offeror in the performance of the contract. Offeror shall defend, hold harmless, and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of this contract.

Force Majeure. If either party is unable to perform its obligations under this contract due to acts of god or circumstances beyond its reasonable control, those obligations will be suspended as long as those circumstances persist if the delaying party promptly notifies the other party of the delay. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

No Third-Party Beneficiaries. This contract is between the City and Offeror. It does not create any right, benefit, or claim for any other person or entity.

No Endorsement. By selecting a proposal, the City has not endorsed the Offeror or its products or services. Offeror will not make any reference to the City in any promotional materials without advance written permission from the City.

Safety. Offeror must follow all relevant safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and all other relevant professional and legal safety requirements.

Confidentiality and Access. The goods and services Offeror is providing under this contract necessitates Offeror access to the City of Goodlettsville's computer network. Offeror shall execute **Exhibit 5** - Nondisclosure and Confidentiality Agreement and **Exhibit 6** - Third Party Access Policy before performing any work under the contract.

Grant of License. The City is purchasing a good and clear, non-exclusive, license to use the software for use only by the City, its officers, and its employees. Offeror warrants that its software does not infringe any third parties' intellectual property rights, and agrees to indemnify the City from any infringement claims.

Offeror will retain, subject to the license granted by this Contract, full ownership rights to the software. The City will take all reasonable precautions, including any reasonable precautions specified by Offeror in writing, to ensure that copies of the software are not released to a third party (except as necessary to maintain the software). The City acknowledges that the software is proprietary and a trade secret to Offeror or its suppliers.

The City may use the software on any hardware owned by the City, and in an emergency, on hardware owned by a third party until the City returns to normal operations. Upon request, Offeror will assist the City with transferring the software to hardware, at Offeror's current rate.

Offeror shall supply to the City at least one (1) electronic copy and one (1) hard copy of all necessary systems and operations documentation, and at least one (1) electronic copy and one (1) hard copy of all user manuals. The City may make unlimited copies of this material.

Offeror shall correct any program errors in software included in its proposal, at no cost to the City, for one (1) year from the date of final system acceptance.

Acceptance Testing of System. Offeror shall provide an adequate test database for acceptance testing purposes. Offeror shall give its written certification to the City when all hardware and software is installed and ready to use.

Upon Offeror's certification, the City will test the hardware and software for compliance with the contract terms. The system will be required to satisfactorily complete a thirty (30)-day period of acceptable operation for each City. The intent of this System Acceptance Test is to demonstrate that the total system of hardware, software, materials, and construction is properly installed; free from identified problems; complies with the specifications; and has exhibited the stable, reliable performance level required for the control of traffic. The System Acceptance Test shall fully and successfully demonstrate all system functions using live detector data and controlling all system-controlled intersections.

Within thirty (30) business days of acceptance test completion, the City will give Offeror either a) written notice of system acceptance, or b) a written statement of defects that Offeror must correct before the City will accept the hardware and software. If the City does not do so within thirty (30) business days, it accepts the hardware and software by default on the 31st business day after certification.

If the City gives Offeror a written statement of defects, Offeror shall promptly correct the defects and give the City written certification within thirty (30) business days. The City will re-test the hardware and software in accordance with the procedure for initial testing.

Warranty. Offeror shall correct any program error (bug) found in the software system for one (1) year from the date of system acceptance without additional charge.

System Support and Maintenance. Offeror shall provide system maintenance for the term of the contract. The City may terminate this maintenance at any time. Offeror shall notify the City of the release and cost of any superseding versions of software. If the software's developer or manufacturer no longer supports a required system component, Offeror shall make every commercially reasonable effort to recommend and support a substitute product.

Offeror will escalate the level of support according to this table if the City finds that support has not been satisfactory (e.g. for every three (3) days a high severity problem has not been resolved, Offeror will escalate support one (1) level up its chain-of-command):

Severity of problem reported:	Number of days without satisfactory resolution:
Mission Critical	One (1)
High	Three (3)
Medium	Fourteen (14)
Low	Thirty (30)

Mission Critical: an issue that makes any mission-critical aspect of the system unusable. Offeror will contact City within one (1) hour of City's problem report. The problem should be corrected within twenty-four (24) hours.

High: an issue that severely impairs the system and reduces user productivity, but an acceptable workaround is available. This could mean a major problem limited to a small number of users, or a problem affecting functionality not used daily. Offeror will contact City within four (4) hours of City's problem report. The problem should be corrected within three (3) days.

Medium: an issue that impairs the system, but has workarounds. Users are able to function near typical productivity. Offeror will contact City within seventy-two (72) hours of City's problem report. The problem should be corrected within fourteen (14) days.

Low: an issue that it would be nice to resolve, but that does not have a significant impact on the system or user productivity. Includes minor fixes and process improvements. Offeror will contact City within ten (10) days of City's problem report. The problem should be corrected within thirty (30) days.

Conversion. Offeror is responsible for conversion to the new system, in accordance with mutually agreed-upon specifications. Offeror shall meet the highest industry-standard practice in its conversion tasks. The City shall provide data to be converted from the City's current systems.

Offeror shall prepare for the City's review and approval, before starting conversion, all conversion tables and other information to be used in the conversion. The City shall review and comment in writing to Offeror on any required corrections to the tables and other information within ten (10) business days.

Remote Disabling. Offeror will not use electronic self-help to prevent the City's use of the hardware or software. Offeror warrants that the hardware and software will not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this contract. Offeror shall not introduce any restraints at a future date without first obtaining approval from the City in writing. No limitation of liability or limitation of damages applies to this section.

Necessary Ancillary Software. Offeror shall provide the City with all software, including language compilers, middleware, database interfaces, and system management tools, required to make the proposed software product a complete functioning system.

Latest and Best Technology. All goods and services shall represent the latest and best technology of Offeror or its sub-offerors.

Source Code Escrow.
  a. **Escrow.** Pursuant to the terms of this Contract, the **Offeror** shall deposit one (1) copy each of all Code, maintained in both Object Code (i.e. machine-readable) and Source Code (i.e. human-readable) formats, to be used by the City only as this article authorizes. Each deposit shall include instructions describing how the Code is compiled and linked. Any failure by the **Offeror** to perform any obligation imposed by this article shall be considered a material breach of the Contract by the **Offeror**.

  b. **Ownership and Other Warranties.** The **Offeror** warrants to the City that the **Offeror** possesses all the rights in the Licensed Software necessary to enter into this Contract and to deposit the Licensed Software with City pursuant to its terms. Further, the **Offeror** warrants the accuracy, completeness, functionality and performance of all Source Code and other materials escrowed as required by this section to the extent this Contract requires the **Offeror** to make such warranty with regard to the Object Code associated therewith.

  c. **Deposit of Source Code.** The City will require the Successful Offeror to establish an escrow procedure, or other similar safeguard, for all licensed products provided by the Offeror. The purpose of the escrow would be to provide a remedy for the City in the event of the Offeror's cessation of business activity or failure to support its products.

Any such remedy must provide the City with full and unimpaired access to all source code, documentation, design documents and database definitions. Any cost to set up this escrow account is to be included in the proposal. The Successful Offeror must provide evidence of the City of Goodlettsville being named as beneficiary no later than 30 days after execution of the contract documents.

d. **Updates.** During the term of the license granted by this Contract, as long as any support arrangement with the **Offeror** remains in effect, the **Offeror** shall deposit in escrow in accordance with subsection c (Deposit of Source Code) of these Special Terms and Conditions the Source Code for every update, correction, or new release of the Licensed Software provided to the City in Object Code form. Deposits shall be made within ninety (90) days of the release of updates, corrections, or new releases. The City shall not be liable for any expenses associated with any escrow deposit.

e. **Title.** The **Offeror** shall have sole and exclusive ownership of all right, title, and interest in and to the Source Code escrowed, including ownership of trade secrets and copyrights pertaining thereto, subject only to the rights and privileges expressly granted by the **Offeror**. This Contract does not provide City with title or ownership of the Source Code escrowed, but only a right of limited use. The City shall keep the Source Code free and clear of all claims, liens, and encumbrances.

f. **Release of Source Code to City.** The Source Code deposited in escrow pursuant to this Contract shall be released to the City only upon the occurrence of any of the following events:

   i. If the **Offeror** dissolves or otherwise goes out of business;

   ii. If the **Offeror** makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and does not cure such bankruptcy within ninety (90) calendar days;

   iii. If the **Offeror** decides to discontinue maintenance or support services or both for its latest version of the Licensed Software; or if Offeror fails to respond to repeated requests for maintenance service over a period of not less than thirty (30) days;

   If the City must pay any fee to obtain release of the Source Code as allowed under this Contract, the **Offeror** shall promptly remit such sum to the City.

g. **Use of Source Code to Cure Problems.** In the event that a Major Application Problem remains unresolved for a period of ten (10) calendar days after the City has notified the **Offeror** of the Problem, the City shall have a limited right to access the Source Code in order to effect repair of the Problem. When the Problem is resolved, the City shall return the Source Code to escrow.

h. **Return of Source Code to the Offeror.** When the City has determined that the Licensed Software is no longer required, the City shall return the Source Code to the **Offeror**. The City agrees not to modify the Source Code without the prior written approval of the **Offeror**, which approval shall not be unreasonably withheld.

i. **Miscellaneous Escrow Provisions.** The following additional terms and conditions shall apply to the escrow of the Source Code required by this article:

  i. Should the City make any payment to Data Warehouse provider to cure a default on the part of the **Offeror** of the **Offeror's** agreement with Data Warehouse provider, the **Offeror** shall promptly remit such sum to the City.

  ii. Should the **Offeror** fail to pay to, on behalf of or for the benefit of the City any amount that the **Offeror** is required to pay under this article, the City may withhold such sum from any future payments that this Contract would otherwise require the City to pay the **Offeror** without prejudice to any other remedies at law or afforded by this Contract that the City may have.

Nonperformance of System. If the successful completion of the Performance Period is not attained within thirty (30) working days from the date of Certification, the City shall, at its sole discretion, have the following cumulative remedies:

1. Restart the Performance Period anew or extend it, requiring Offeror, at Offeror's sole expense, to modify or adjust the System, or replace or add components, to make the System meet the detailed system specifications per Exhibit 3 and Offeror's warranties;
2. Reduce the price of the System by an amount to be mutually agreed;
3. Terminate this Agreement and return to Offeror all items not paid for in full by the City and receive back forthwith from Offeror the refundable deposit in full; or
4. Pursue any other available legal remedy.

Documentation. Offeror shall, as part of the Certification of each item of Application Software provided by the Offeror, furnish the City with the following documentation, which shall be in a form and substance as is customarily provided by Offeror or provided to the Offeror by the manufacturer or developer, in accordance with industry-standard practices:

a. User Manuals (5 copies of each);
b. Operations Manuals of each component provided by Offeror (1 copy of each); and,
c. Any other such materials that may be requested or helpful in implementing System.
d. The report format for all reports to be provided for the City.
e. Application Program Source Code (2 copies) and associated documentation as described in the Source Availability and Access section of this Agreement.

Offeror further agrees to furnish to the City any changes or modifications to the above-listed materials as part of this Agreement at the material and handling cost actually incurred by Offeror, as long as the Offeror continues to support the Application Software.

The City shall have the right, with no further permission required from Offeror at any time, to make unlimited copies of any or all of Offeror's manuals, publications or documentation for the use of the City, its consultants or other parties authorized by the City and then only to assist the City in its use of Offeror's licensed products.

Application Software Warranty. Offeror warrants that all of its application software will perform to the specifications listed in its Proposal and any supporting application documentation. This warranty shall be in effect for as long as Offeror is under contract to provide support for the software. Offeror warrants the Application Software has no known defects other than those they have disclosed in this

contract. Offeror shall not send City data back to the Offeror or other sites. Offeror warrants that the application software has been tested for viruses.

Exhibit 2 - USDOT 1050.2

It is the policy of the City of Goodlettsville to ensure compliance with Title VI of the Civil Rights Act of 1964: 49 CFR, Part 21; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

Bid Item/Project Name:_____

Bid Date:_____

     *For Title VI and IX compliance, we ask for voluntary disclosure of the following information for the majority owner of the business:

Gender:	___ Male	___ Female
Race:	___ Caucasian	___ African American
	___ Other (please specify)	

Company Name:_____

The City of Goodlettsville does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d.).

Exhibit 3 – Functional Requirements Matrix

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
1	**System Architecture**			
1.1	The central system shall have a client-server architecture that accommodates five or more multiple concurrent users. The multiple users shall be from one or more locations (e.g. both traffic operations centers, field network locations, etc.) and access the system using the Ethernet-attached network interface or virtual private network (VPN) over the Internet. Web browser based remote access shall also be supported.			
1.2	The system shall support an Ethernet network supporting multiple communication backbones including fiber optic, wireless broadband leased lines. Ethernet switches will be deployed alongside all proposed field devices.			
2	**System Capacity**			
2.1	The system shall, at a minimum, accommodate: 100 field controllers, 100 ITS field devices, 40 system detectors, 50 control groups, and 10 concurrent users (including remote users).			
3	**Local Intersection Controller and Cabinet Hardware**			
3.1	Controller shall meet ATC 5.02b standards for traffic controllers compatible with NEMA TS-1 and TS-2 and/or ATC traffic cabinets.			
3.2	Controller shall be IP addressable and shall have two or more fully configurable built-in 10-base T Ethernet ports, at least one (1) RS-232 serial port and a TS2 SDLC port. Programming must include IP address, Subnet Mask, Gateway and SNMP port.			
3.3	Controller shall have a front panel multi-line alphanumeric backlit display to show all operational parameters and states.			
3.4	Controller shall have an alphanumeric keypad to allow the controller to be programmed without requiring a laptop.			
3.5	Controller shall store all timing and control parameters (at a minimum) in flash memory. Settings shall not be lost during power outages.			
3.6	Controllers SHALL support the collection and storage of all the Indiana DOT/Purdue University Traffic Signal Hi Resolution Data Logger Enumerations. The detector information values shall include volume, density (occupancy), and speed. The detector information shall be stored in no greater than 15 minute increments for at least 72 hours before the memory location/buffer is overwritten.			
3.7	Controller shall include a data key or USB flash drive for upload and download of timing/controller data.			
3.8	Surge protection shall be provided for all hardware.			
3.9	Shall support security code such that when enabled, a user-specified security code is required to be entered before data may be changed. Security access shall be automatically rescinded 10 minutes after the last user keystroke or 10 minutes after access if there are no user keystrokes. Viewing of data shall not require the entering of the security code.			
4	**Local Intersection Controller Software**			
4.1	The software shall be updatable from a computer or laptop via serial or Ethernet connections.			
4.2	Shall support traffic control features such as 16 Vehicle Phases; 16 Pedestrian Phases; 4 Timing Rings; 16 Overlaps; 64 Detectors; 16 System Detectors, supporting the CIC (Critical Intersection Control features of Cycle/Offset/Split) operation; and 250 coordination plans, each with its own cycle length, offset and split.			
4.3	Shall support the NTCIP 1201/1202 standards for scheduling.			

Exhibit 3 – Functional Requirements Matrix (continued)

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
4	**Local Intersection Controller Software (continued)**			
4.4	Shall support Preemption/Priority Control including 6 Preemption Routines, 6 Priority Routines.			
4.5	Shall support logs including Local Alarm Log, Communications Fault Log, Detector Fault Log, System Detector Log, Measures of Effectiveness (MOE) Log, Detector Volume Count Log, Cycle MOE Log, Malfunction Management Unit (MMU) Fault Log (for NEMA TS-2 and/or ATC cabinets).			
4.6	Shall support Diagnostics & Status Displays including Monitor Compatibility Diagnostics, Monitor Field Status Diagnostics, Cycling Diagnostics, Detector Diagnostics, Port Message and Communication Status Displays, Hardware I/O Status Display, MMU Status Display.			
5	**Central System Hardware**			
5.1	The client servers shall be Microsoft Windows Server 2012 standard edition, or equivalent of a later version if available, with Microsoft SQL Server 2012 or newer as the database format.			
5.2	The client workstations and laptops shall be Microsoft Windows 7 Professional and fully support installation of Microsoft Office 2013 software (or equivalent if a newer version is available).			
6	**Central System Database**			
6.1	All system data shall be stored in a database management system (DBMS) back-end. The DBMS shall support common data exchanges with other databases using Open Database Connectivity (ODBC) or similar open exchange formats. All DBMS entries shall be checked for data type and allowable range to ensure data integrity.			
6.2	Users with appropriate access permissions shall be able to upload or download each controller's database to the DBMS. Uploads and downloads shall not interrupt normal operation of the controller, unless a download involves changes that require the controller to reinitialize. The system shall ensure an upload or download is done in full or not at all.			
6.3	The system shall allow the local controller database to be compared with the DBMS and discrepancies logged. The user shall be able to select which database to apply to resolve the discrepancy. A system-wide discrepancy report shall be generated on a daily basis and automatically stored on the primary system servers.			
6.4	The system shall allow the user to import and export timing plans to Synchro 9.0 or the most current version at the time the equipment is purchased.			
6.5	All databases shall be sortable by all fields, including the intersection primary and secondary street names.			
6.6	The system shall allow a user to make a copy of a controller database while removing site specific information (e.g., cross streets, identification number).			
6.7	The system shall be able to download and store system detector data for off-line analysis. It shall store all data up to a user-specified time, overwriting older data.			
6.8	The system shall allow a user to perform a scheduled timing audit with the central system comparing field controller databases against the values stored in the central database.			
7	**Central System Security and Reliability**			
7.1	At initial startup, the system shall begin normal operation with no prior state information. The system shall save all data and end all processes in an orderly manner at user-initiated system shutdown. The system shall save all data and end all processes in an orderly manner upon shutdown of the operating system. Startup and shutdown operations shall be logged and/or initiate a user-defined alarm, where possible.			

Exhibit 3 – Functional Requirements Matrix (continued)

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
7	**Central System Security and Reliability (continued)**			
7.2	The system shall recognize different levels of user permissions that allow user-configurable read and/or write access to various system functions as well as system menus and submenus. A minimum of three permissions levels to which users can be assigned shall be pre-configured: Administrator (full access), User (full access with the exception of low-level OS and system administration functions not needed on a daily basis such as setting user permissions, adding or removing system devices, etc.), and Limited User (read-only access).			
7.3	The system shall have the ability to send pages, SMS messages, or emails. The system shall be configurable to page or message numbers/addresses at user-defined alarm conditions. The system shall allow the user to configure which number(s)/address(es) are paged or sent messages for different alarm conditions. The system shall be configurable to page or message different numbers/addresses at different times of day and days of the week. The system shall support distribution to at least 10 different numbers/addresses.			
7.4	The system shall be able to broadcast time to servers, workstations, field controllers, and field devices at user defined intervals. Servers shall keep their system time synchronized with the NTP server at all times. Workstations shall synchronize their clocks to the NTP server at login.			
7.5	The system shall not require administrative rights to operate the software. The application should run with user privileges.			
8	**Central System Graphical User Interface**			
8.1	The graphical user interface (GUI) shall be the primary means to access system features and displays. It shall conform to Microsoft Windows standards and be consistent, intuitive and easy to navigate. It shall make use of menus, dialog boxes and icons, to minimize reliance on a manual for most tasks. It shall support copy and paste between application windows.			
8.2	The system shall support the display of a system map of the City of Goodlettsville with icons denoting system devices and various status levels for different devices. The map will be dynamic in nature such that the background can be updated without reconfiguring the system device icons.			
8.3	The system map shall support a variety of vector and raster graphics formats as the background. Supported vector formats shall include ESRI shape files, and CAD drawings (.dwg, .dxf, .dgn) OR Spatial database engine (SDE) layers. Supported raster formats shall include Bitmap and JPEG OR Tagged Image File Format (TIFF) OR Portable Network Graphics (PNG).			
8.4	The system map shall support panning and zooming.			
8.5	The system map shall support multiple layers so that different types of background information can be turned on and off as desired. Panning and zooming shall not cause layers to misalign. For ESRI shape file layers, the user shall have the ability to change colors, fonts, and line weights. The user shall be able to re-order layers without removing and re-adding.			
8.6	The user shall be able to set a minimum zoom level for each layer and system device on the map. This shall be the zoom level beyond which the layer or device is not viewable. This controls the level of detail/information shown when viewing a wide geographic area.			
8.7	The system shall allow the user to define saved map views that can be selected later. For instance, users should be able to select a saved map view to quickly zoom to a particular control group or geographic area of the city.			

Exhibit 3 – Functional Requirements Matrix (continued)

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
8	**Central System Graphical User Interface (continued)**			
8.8	The GUI devices (e.g. traffic signals, ITS elements, etc.) shall be selectable from the map so the user can view status and properties, or edit parameters or settings. The GUI icons on the system map shall update at a refresh rate of at least once per minute to show high-level status such as the mode of operation at an intersection.			
8.9	The user shall be able to assign system detectors to directional links to show congestion levels based on the measurements of those system detectors and user-defined thresholds. Link congestion status shall be updated a minimum of once per minute.			
8.10	The map shall support display of a user-editable legend defining icons.			
8.11	The map GUI shall provide a straightforward means to add devices to the map, remove devices from the map, or move devices on the map.			
8.12	The user shall be able to assign hyperlinks to icons on the map so that clicking on the hyperlink automatically opens a web browser window to the specified URL (e.g. Intranet/Internet address).			
9	**Central System Intersection Monitoring**			
9.1	The system shall communicate with all on-street equipment at a minimum of once-per-minute to monitor status.			
9.2	The system shall provide the user the ability to monitor individual intersections to view their operation and status in real-time. The user shall be able to view real-time operations for multiple intersections at the same time.			
9.3	The system shall provide the ability to view static intersection information in real-time. At a minimum, static information shall include intersection geometry (number of lanes, turn lane lengths, cabinet locations, pole locations, detector locations/zones, and ITS devices). Developing this static information shall have the option to make use of copy/paste functions from other intersections.			
9.4	The system shall provide the ability to view dynamic intersection information in real-time. At a minimum, dynamic information shall include current plan, phase status, coordination status, alarm status (if any), pedestrian activity, and preemption/priority status. The refresh rate shall be once per second.			
9.5	The system shall include a time-space diagram viewer for a selected series of intersections that shows "green bands" for coordinated phase green times and offsets. The time-space diagrams shall also show the actual green usage for the previous cycle.			
10	**Central System Traffic Control**			
10.1	The system shall be distributed. The central software shall make the most use of the memory, processing and programming capabilities of the local controllers, storing timing plans and parameters in the local controller to the extent possible. However, the system shall have centralized traffic control functions, effectively acting as a master controller over multiple groups of intersections, where those group assignments can be changed by time-of-day or other traffic responsive thresholds.			
10.2	The system shall allow the user to manually override the current program in effect for any intersection or group of intersections. The manual override should be programmable to allow for override for a specified time period.			
10.3	The system shall allow the user to place an intersection or control group in flash mode by time-of-day and day-of-week.			

Exhibit 3 – Functional Requirements Matrix (continued)

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
10	**Central System Traffic Control (continued)**			
10.4	The system shall include a scheduler that allows the user to program time-of-day, day-of-week, and day-of-year schedules for each control group. Keeping with the principle of distributed control, the timing plans should be stored locally to the extent possible.			
10.5	The system shall be able to dynamically move intersections from one group to another by time of day or operator intervention.			
10.6	To accommodate future needs, the system shall be able to interface with local transit vehicle priority and emergency vehicle preemption functions. All priority and preemption activity shall be logged and easily reportable.			
11	**Central System Status Monitoring**			
11.1	The system shall monitor all field devices and log activity such as: Communication errors, Controller failure, Flash condition, Local and system detector status, Cabinet door open, Conflict monitor status, Pedestrian actuation, Conflicting local controller and system data, Local preemption, and Local manual control.			
11.2	The system shall provide real-time status displays, refreshed once per second, with detailed information on the following: Controller status (e.g., mode, green phase(s), ring status), Coordination status, Preemption status, Time base status, Detector status, Malfunction Management Unit (MMU) status, and Group status.			
12	**Central System Reporting**			
12.1	The system shall produce a variety of predefined reports to help users manage system performance. Reports shall include a high level of detail and be professional in appearance in order to not require substantial formatting before being distributed to stakeholders.			
12.2	Predefined reports shall include, at a minimum, for either intersections or control groups: Measures of effectiveness, Intersection detector volumes, System detector volume and occupancy, Communication faults, Detector faults, Local alarms, MMU faults, Group reports, Group traffic-responsive plan changes, Traffic- responsive system detector parameters and threshold comparisons.			
12.3	The system shall allow users to define custom reports from any database entry either from scratch or based on a predefined report.			
12.4	An event log shall record system activity by date and time. It shall be viewable, sortable, filterable, and printable.			
13	**Contractor Software Maintenance**			
13.1	The Contractor shall be capable of providing system integration services upon request of the City.			
13.1a	Populate/configure local controller with timing plan, network addressing, and intersection parameters in preparation for others to install in the field.	N/A (Optional Cost)		
13.1b	Populate/configure central database for a group of 20 intersections including network addressing, GUI system mapping, and intersection GUI setup, and coordinate with City staff to bring them online after their installation in the cabinets.	N/A (Optional Cost)		

Exhibit 3 – Functional Requirements Matrix (continued)

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
13	**Contractor Software Maintenance (continued)**			
13.2	The Contractor shall provide a renewable annual maintenance agreement to the City, and clearly state what is/is not included for the associated cost.			
13.3	The maintenance agreement shall include a minimum 80 hours of online, live technical support available between the hours of 8:00 AM and 5:00 PM Central Standard Time.			
13.4	The maintenance agreement shall include the provision and on-site installation of software patches to correct bugs and defects. This may be done remotely if feasible.			
13.5	The maintenance agreement shall include the provision and installation of upgrades and version releases of the software.			
13.6	The maintenance agreement shall include training to instruct system users on the enhancements and features of the software upgrades and releases.			

Exhibit 3 – Non-Mandatory Requirements

#	Functional Requirements	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
14	**CCTV Subsystem**			
14.1	The CCTV subsystem shall share the same user interface as, and be integrated with, the central system software.			
14.2	The CCTV subsystem shall be able to support 50 cameras.			
14.3	The CCTV subsystem shall allow the user to view 10 full-motion video feeds simultaneously.			
14.4	The CCTV video distribution system shall be digital, with field encoders and central office decoders. It shall support MPEG-2, MPEG-4, and H.264 video compression standards.			
14.5	The CCTV subsystem shall include logic for a control hierarchy. Higher priority users (based on login identification) shall be able to assume pan/tilt/zoom control over a lower priority user. Once assuming control of a camera, a user should be able to lock out lower priority users. After a user-configurable length of time of inactivity, the lock should end allowing any user to assume control. The interface shall indicate which login has control. After a predetermined period of inactivity, the CCTV subsystem shall support automatically returning to a default preset position.			
15	**Traveler Information Interface**			
15.1	The system shall have the ability to store and catalog video image snapshots for each City camera location on a periodic basis (i.e. once per minute) for the purpose of sharing with regional traveler information systems.			
15.2	The system shall have the ability to track and update local construction, lane closures, and planned special event schedules to supplement 511 and other traveler information services.			
15.3	The system shall have the ability to track and update local detours (traffic, construction, or weather/flood related).			
15.4	The system shall utilize exchangeable data formats (e.g. XML, GIS shape files, etc.).			

Provide a completed pricing table with your proposal using the following template.

City of Goodlettsville Traffic Management System Improvements Standard Software and Hardware Items for Pricing			
	Base Package	Options	Custom
Central & Integration (initial system deployment cost)			

Central & Integration (beyond initial system deployment cost)	Unit Cost	Extended Cost
Populate/configure GUI/central database for groups of 10 controllers		
Supplemental Training (Hourly)		
Year 1 Annual Support Maintenance Contract		
Year 2 Annual Support Maintenance Contract		
Year 3 Annual Support Maintenance Contract		
Year 4 Annual Support Maintenance Contract		
Year 5 Annual Support Maintenance Contract		

	Unit Cost
System Troubleshooting Support (Remote) -- Hourly	
System Troubleshooting Support (On-Site) -- Hourly	

Cabinet standards	Unit Cost	Extended Cost
Signal Cabinet (Empty)		

	Unit Cost	Extended Cost
Signal Cabinet (City baseline)		

To Include all necessary components to operate a 16-phase traffic signal

Individual components	Unit Cost	Extended Cost
ATC Signal controller for ATC cabinet		
ATC signal controller for TS-1 cabinet		
ATC signal controller for TS-2 cabinet		
Signal malfunction management (MMU) unit - Ethernet		
Bus Interface Unit (BIU)		
Detector power supply		
Detector rack (replacement and for expansion at larger intersections)		
2ch Loop Detector Card		
Video detection Card		

Exhibit 4 – Proposal Forms

City of Goodlettsville
Traffic Flow Improvement and
Traffic Signal Upgrades – Phase II

Company: _____

Contact Name: _____

Email Address: _____

Address: _____

_____

Phone: _____   Fax: _____

Federal Tax Identification Number: _____

Business License # _____

Estimated Completion Date: _____

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

a. To accept or reject any or all Responses, and/or waive any of the informalities in the proposal process.

b. To reject all proposals which do not conform to or exceed these specifications, without altering price of this proposal.

c. To re-bid anytime during the term of the contract.

Note: Offeror shall not add any conditions or qualifying statements to this bid, except as provided herein, as otherwise the bid may be declared irregular as not being responsive to the Advertisement for Bids.

If you have questions regarding the specifications contained in this bid package, please contact:

JEFF MCCORMICK, PUBLIC WORKS DIRECTOR
(615) 851-2204 PHONE
(615) 851-2212 FAX
jmccormick@goodlettsville.gov

Bid Submitted by:

_____   _____
Authorized Signature   Name (Printed)

_____   _____
Title   Date

AFFIDAVIT REGARDING DRUG-FREE WORKPLACE PROGRAM

STATE OF_____

COUNTY OF_____

The undersigned, having been duly sworn, deposes and says as follows:

1. I am over 18 years of age, and I have personal knowledge of the matters stated herein.

2. I am the _____ of _____
                   (Position)   (Name of Company)
    hereinafter referred to as "the Bidder".

3. As of the date of the submittal of its bid, the Bidder has a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101, seq. OR a program at least as stringent as the program operated by the City of Goodlettsville.

_____   _____
Authorized Signature   Name (Printed)

_____   _____
Title   Date

Sworn to and subscribed before me, this _____ day of _____ 2018.

_____
Notary Public Signature

Notary Seal

End of Affidavit

My commission expires _____

Exhibit 5 – Nondisclosure and Confidentiality Agreement

This nondisclosure and confidentiality agreement, dated _____, 2018, is between the City of Goodlettsville ("the City"), Tennessee municipal corporation, and _____, (the "Business Associate").

RECITALS

    A.   The Business Associate has been retained by the City of Goodlettsville to perform certain services on behalf of the City of Goodlettsville, specifically,

        _____.

    B.   In connection with the Business Associate's provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information and Protected Health Information (as defined below).

    C.   No portion of Business Associate's provision of services requires the capture, acquisition, use, or dissemination of any of the City's information.

    D.   City wishes to provide for the confidentiality of the City's information.

    E.   Business Associate agrees to these terms as a condition to receiving the contract to perform services for the City.

AGREEMENT

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Business Associate agrees as follows.

    1.   **Definitions**. For purposes of this Agreement,

        a.   "Confidential Information" will include:

            i.   Full Social Security Number (last 4 digits only are acceptable)
           ii.   Driver's License Number
         iii.   Financial account number or credit/debit card number
         iv.   Criminal history information
          v.   State ID card number
         vi.   Passport number
        vii.   Personally identifiable medical information

        b.   "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate.

        c.   "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors. The term includes the officers, employees, agents, and Offerors of the Business Associate and all persons who have access to Confidential Information by or through the Business Associate.

d. "Protected Health Information" will have the same meaning as the term "protected health information" in 45C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the City.

2. **Confidentiality**. At all times, both during and after the termination of its relationship with the City for any reason, the Business Associate and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.

3. **Indemnity.** The Business Associate hereby agrees to indemnify the City against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the City as a result of a breach of this Agreement by the Business Associate or its Representatives.

4. **Protection**. The Business Associate will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.

5. **Irreparable Harm**. The Business Associate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the City will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the City will deem appropriate. Such right of the City is to be in addition to the remedies otherwise available to the City at law or in equity. The Business Associate expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the City.

6. **Survival**. This agreement will continue in full force and effect even after the termination of the Business Associate and the City for any reason.

7. **Successors and Assigns**. This agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are

not assignable.

8. **No Waiver of Rights, Powers and Remedies**. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

9. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

10. **Attorneys' Fees**. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.

11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

Business Associate:
        Signature

By: _____   Date: _____

Title: _____

Exhibit 6 – Third Party Access Policy

Purpose

The purpose of the City of Goodlettsville Third Party Access Policy is to establish the rules for Third Party access to the City of Goodlettsville (herein after "the City") information systems, Third Party responsibilities, and protection of the City's information (herein after "City information").

Scope

This Third Party Access Policy outlines responsibilities and expectations of any individual from an outside source (contracted or otherwise) who requires access to the City's information systems for the purpose of performing work. This policy also outlines the responsibilities and expectations of City's personnel responsible for the contracting and/or supervising of the Third Party. A third party could consist of, but is not limited to: software providers, offerors, consultants, business partners, and security companies.

Policy

Server Rooms

The Third Party agrees to follow the City's **Server Room Access Policies**.

Third Party Policy Guidelines
  1. The Third Party agrees to / that:
   - All work shall be scheduled with and pre-approved by the City's Information Technology Department (herein after "IT"). Also, all configuration information of any installed software as well as virus checking of that software shall be made available to IT.
   - The Third Party shall have access only to City information that has been pre-approved by IT.
   - Meet the following minimum security requirements (i.e. method for remote access).
     o Any remote support connection must be encrypted with a minimum of AES128 bit encryption.
     o Any remote support connection must have an inactivity timeout with a maximum of 15 minutes.
     o Any remote support connection must be configured to allow the City of Goodlettsville to monitor the remote session.
     o Remote support access shall follow the minimum amount of rights to complete their responsibilities.
     o Remote support access must be configured in a way that the City can disconnect at any time.
     o Remote support access from a Third Party must have an up to date and operational virus /malware scanner.
     o Remote support access from a Third Party must also be secured by either a software based firewall installed on the computer or a hardware based solution. It must be up to date and operational.
     o Any special considerations must be approved by IT.

- City information shall be guarded by the Third Party. Signing of a **Non-Disclosure Agreement** is required.
    - This includes the disclosure of confidential information to anyone, including City staff (ex. Passwords).
- The Third Party agrees to use City information only for the purpose of performing work for the City. Any City information acquired by the Third Party shall not be used for the Third Party's own purposes or divulged to others.
- Without the City's written permission, no one may extract, use or reuse all or any part of the database, judged quantitatively or qualitatively, in a manner that conflicts with the normal exploitation of the database in actual or potential markets. This prohibition applies whether the database is misappropriated all at once or through repeated or systematic, small takings, and whether the defendant takes the database personally or does so through agents or Offerors.
- Specific prohibited acts include using all or any part of the contents of the protected database (1) in a directly competitive product or service; (2) in a product or service that directly or indirectly competes in any market which the database owner has a demonstrable interest or expectation of entering; (3) in a product or service marketed to those who would otherwise be expected to be customers for the original database; or (4) by or for multiple users within an organization who may "piggyback" additional uses or additional users not in concert with the original authorization by the owner.

2. The Third Party must comply with all applicable City standards, agreements, practices and policies, including, but not limited to:
- Acceptable use policies.
- Software licensing policies.
- Safety policies.
- Auditing policies.
- Security policies.
- Non-disclosure policies.
- Privacy policies.

(Copy of policies available upon request)

3. The City shall provide an Information Technology point of contact for the Third Party whether it is one person from the IT department or an interdepartmental team. This point of contact shall liaise with the Third Party to ensure they are in compliance with these policies.

4. The Third Party shall provide the City with a list of all additional Third Parties working on the contract. The list must be updated and provided to the City within forty-eight (48) hours of any staff changes.

5. Third Party access to systems must be uniquely identifiable and authenticated, and password management must comply with the City's **Password Policies**. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (i.e. encryption, intrusion detection, DMZ architecture).

6. Any Third Party computer/laptop/tablet PC, or other device, that is connected to the City's systems must have up-to-date virus protection and patches. The Third Party shall

be held accountable for any damage to either City's network and/or data should it be determined that the incident was directly related to that Third Party's access.

7. If applicable, each Third Party on-site employee must acquire a City ID badge for the City that must be displayed at all times while on the premises. The badge must be returned to the City upon termination or completion of a contract.

8. Upon request, each Third Party shall ensure and provide documentation that their employees that have access to City confidential information have been cleared to handle that information.

9. Upon request, an explanation of how City information shall be handled and protected at the Third Party's facility/site must be provided.

10. Third Party employees must report all security incidences to City IT personnel.

11. The Third Party must follow all applicable change control procedures and processes.

12. All software used by the Third Party in providing service to the City must be properly inventoried and licensed.

13. All Third Party employees are required to comply with all applicable auditing regulations and City auditing requirements, including the auditing of the Third Party's work.

14. Regular work hours and duties shall be defined in the contract. Work outside of defined parameters must be pre-approved in writing by IT.

15. All Third Party maintenance equipment on the City's network that connects to the outside world via any communication path shall remain disabled except when in use for authorized maintenance.

16. The Third Party's major accomplishments must be documented and available to City management within 48 hours. Documentation should include, but is not limited to events such as:
   o Personnel changes.
   o Password changes.
   o Project milestones.
   o Deliverables.
   o Arrival and departure times.

17. Upon departure of the Third Party from the contract for any reason, the Third Party shall ensure that all confidential information is collected and returned to the City or destroyed within 48 hours. The Third Party shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the Third Party must be documented and authorized by the City IT Department.

18. The City may perform an impact analysis of other business-critical functions, once work has begun by the Third Party.

19. The City may monitor system and network log files.

20. The City shall eliminate Third Party physical access to facilities after the contract has been completed or terminated. The following steps must be performed:
   • Remove Third Party authentication and all means of access to systems.
   • If needed, ensure that incoming e-mail is re-routed to an appropriate person.
   • Archive any Third Party software configuration, and transfer ownership to designated internal staff.

- Obtain a written statement from the Third Party that any software created and/or installed by the Third Party is free of viruses and any other malicious code.

21. The Third Party agrees that:
   - Electronic self-help shall not be used to prevent the City's use of Systems and that the City shall only be deprived of the use of Systems by order of a court of competent jurisdiction.
   - The Application Software shall not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Agreement.
   - They shall not introduce any restraints at a future date via remote access, software update or any other means without first obtaining approval from the City in writing.
   - No limitation of liability or consequential damages shall apply to a breach of the aforementioned provisions.

Non-Compliance

Violations of this policy shall be treated like other allegations of wrongdoing at the City of Goodlettsville. Allegations of misconduct shall be adjudicated according to established procedures. Sanctions for inappropriate use on the City of Goodlettsville's systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of system access;
2. Determination of breach of contract;
3. Termination of contract; and/or
4. Legal action according to applicable laws and contractual agreements, including action to recover monetary damages for breach of contract.

Third Party User Agreement

I have read and understand the Third Party Access Policy. I understand if I violate the rules explained herein, I may face legal action according to applicable law.

Name:_____

Signature:_____

Date:_____

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072
(615) 851-2200

VENDOR INFORMATION FORM

Name:_____

Federal Tax ID Number:_____

Business License Number:_____

County and State of License:_____

Mailing Address:_____

_____

_____

Shipping Address:_____

_____

_____

Phone Number:_____

Fax Number:_____

Contact Person:_____

Corporation, Sole Proprietor, or Partnership:_____

(If the business is a sole proprietor the owners name):_____

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED.

Revised 6/1/04

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor   ☐ Corporation   ☐ Partnership   ☐ Other ▶ ---------------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I   Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here   Signature of U.S. person ▶   Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

● An individual who is a citizen or resident of the United States,

● A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

● Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X

Form **W-9** (Rev. 1-2005)

Exhibit 7 – System Acceptance Certificate

I, _____ hereby acknowledge receipt in good condition of an Advanced Traffic Management System under City of Goodlettsville RFP# 17080050. I hereby certify that this system is currently functional and meets the requirements of the RFP. This certification does not relieve Offeror of any of the warranty, maintenance or support obligations contained in the contract.

City of Goodlettsville, Tennessee

By:

_____

Date:

_____