

PURCHASING DEPARTMENT
101 EAST 11th STREET, CITY HALL, SUITE G-13
CHATTANOOGA, TENNESSEE 37402
Request for Proposals for the City of Chattanooga, TN

Proposals will be received at 101 East 11th Street, Suite G-13, Chattanooga, TN, 37402, until 4:00 p.m., e.s.t., on December 21, 2017.

Requisition No.: **RFP – 163226**

Ordering Dept.: Department of Outdoor Chattanooga

Buyer: Deidre Keylon / Email: dmkeylon@chattanooga.gov

Phone No.: 423- 643-7231 / Fax No.: 423- 643-7244

Request for Proposals for Online Reservation and Payment System

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN
4:00 P.M., E.S.T., ON JANUARY 4, 2018
QUESTIONS MUST BE RECEIVED AS SPECIFIED NO LATER THAN
4:00 P.M., E.S.T., ON DECEMBER 14, 2017

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.
The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on the Website are applicable: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

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

ALL PROPOSALS MUST BE SIGNED.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____
Mailing Address: _____
City & Zip Code: _____
Phone/Toll-Free No.: _____
Fax No.: _____
E-Mail Address: _____
Contact Person: _____
Signature: _____
Date: _____

COMPLETED AND SIGNED PAGE TO BE RETURNED WITH PROPOSAL

City Of Chattanooga, Tennessee
Department of Outdoor Chattanooga



Request for Proposal

Online Reservation and Payment System

The City of Chattanooga requests proposals for implementing a cloud based activity and participant registration system.

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Section I - General Information

Introduction

The project includes definition, procurement, implementation, and deployment of a comprehensive cloud-based activity and participant registration, including facility reservation, software system that interacts with the City's financial system (Oracle E-business Suite), while embedding scheduling, volunteer, and fundraising tools. Additional functionality desired includes seamless integration with OutdoorChattanooga.com and Chattanooga.gov websites, intuitive user design, and the ability to incorporate forms and authorizations/agreements. The solution should allow for taking payments online preferably through the use of the City's credit card processor, currently FIS. Chattanooga is also interested in development, implementation, support and training that will maximize the effectiveness of the software.

Purpose of RFP

This request solicits proposals to furnish the municipal government of Chattanooga, hereinafter referred to as "The City", with an **online Self Service Registration and Reservation solution**, hereinafter referred to as "SSR&R". Specifications describing the functional and technical requirements of the SSR&R can be found in Section IV of this document. It is The City's intent to select the most suitable solution based on responses to this RFP.

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

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

Section II – Administrative and Contractual Information

Introduction

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

Inquiries

Questions concerning this RFP must be submitted in writing by **no later than December 14, 2017, at 4:00 pm, est.** *Questions and Answers* will be supplied to all by Addendum to be posted at www.chattanooga.gov, then Bids/Solicitations, with the original solicitation document soon after the Deadline for Questions. Questions may be submitted by fax, e-mail, or mail, and must be clearly marked as a question for this RFP, to the attention of:

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

Exceptions to RFP Specifications

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

Implied Requirements

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

Vendor-Supplied Materials

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

Issuing Office

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

Rejection of Proposals

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

Incurring Costs

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

Vendor Proposals/Number of Copies

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

Economy of Preparation

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the Online Reservation System solution proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected. **The maximum number of pages allowed is forty (40), not including the forms required in this document.**

Conditions of Agreement

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

Section III – RFP Lifecycle

Introduction

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

Response Date

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

Initial Screening

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

Items to submit with RFP include:

- Signed cover page;
- Signed Affirmative Action Plan;
- Signed Iran Divestment Act form;
- Signed Affirmation and Signature page
- Signed Addenda pages (if any are posted on the website up to 48 hours prior to the deadline)
- Current vendor preferred contract forms (if vendor has a Pro Forma contract); and
- A statement of alternative terms required if vendor does not agree with the City of Chattanooga Standard Terms and Conditions.

Oral Presentation

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

Product Demonstration

The City may ask one or more vendors to demonstrate the Online Reservation System solution being proposed. Demonstrations will be conducted in the most economical manner possible.

Final Evaluation

After all requested oral presentations and product demonstrations have been completed, the final evaluation will begin. In the final evaluation, the proposals submitted by the vendors will be reviewed and a recommendation will be made by an evaluation committee for the proposal that is considered to best satisfy The City's requirements.

Any recommendation by the evaluation team or staff members is subject to review and concurrence or non-concurrence by the Department of Information Technology and Administration. The Department of Information Technology will then make a recommendation to Chattanooga City Council in the form of a resolution.

Proposal Acceptance

After the final evaluation, the chosen vendor(s) will be notified, and, if terms and conditions differing from The City's Standard Terms and Conditions posted at www.chattanooga.gov are to be established, contract discussion and negotiation between The City and the selected vendor(s) will begin. The content of this RFP and the successful vendor's proposal, possibly modified by provision in an additional contract, will become an integral part of the contract. Vendors are required to state alternative terms and conditions with their proposal and to submit current contract forms, if any, with their proposal for review by The City.

Section IV – Requirements for the Proposed System

Introduction

The purpose of this section is to describe the required and desired features of a solution for The City.

The vendor may propose additional features and options to the Online Reservation System to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in this document.

General Requirements

The City currently operates several public accessible facilities, hosts events, and offers a variety of recreational programming that requires registering or obtaining a permit to be made prior to participation or use of said facility, event, and/or programming. This process is being handled in a “manual” fashion in both creation and processing and does not support an acceptable user experience from either an internal (City) or citizen’s perspective. The City is seeking a new solution for this process that is an Internet-based, fully integrated, self-service system for facility reservation, application processing, workflow integration, recreational programming registrations & scheduling, real-time calendar, point-of-sale, and customer database management.

The City is seeking a proven software solution for centralized reservations, as opposed to highly customized software, such that the system will demonstrate a high degree of established compatibility between the components, share customer and financial data across the entire system and any modules (including any subcontracted systems, if applicable), and provide reservations and registration data access for park users, supervisors, and City administration.

Vendor Information

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

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services

- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor's services
- A list of all government clients who have used the vendor's services
- A plan on what the average timeline for implementation would take
- A project start date commitment
- A resource availability date commitment
- Complete references for the prospective vendor's Project Manager for this project
- A required roles list for initial implementation and for future sustainability.
- A sample project plan
- Detailed information on prospective vendor's "discovery" methodology

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

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

Training

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

Technical Support Services

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

Cost Summary

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

Functional Requirements

The online registration software is to provide an online internal and external means of registration and management for: facility reservation, overnight camping reservation, programs / events registration, summer camps registration, youth programs registration, and special permit reservations.

The solution will need to allow for road closures via the City process of Special Event Road Closure Permits w/CDOT. The process includes the application filing, CDOT review, payment, and then confirmation.

The solution should provide a point of sale option for locations and remote events.

The solution will need to provide custom form inputs for participants to identify medical conditions, ACA needs, and weight/height during the booking process.

The solution will need to provide custom form inputs for items such as number in party, electricity needed, etc.

Please provide answers to the following requirements and data interoperability questions:

- A. Which data formats can data be exported to or imported from?
- B. How does the system force completion of required paperwork, permissions, releases or waivers prior to final check-out?
- C. How does the system link customers by household and identify guardians for minors?
- D. How does the system link rentals and reservations to the paying customer when different than the person making reservation?
- E. Are there limitations to merchant services providers used with the system? If so, explain.
- F. Chattanooga prefers not to have credit card information stored; how does the system process credit card purchases? The goal is to not charge the credit card until the program has been completed, thus eliminating the refund process.
- G. Which credit card issuers are supported for purchases in the system?
- H. Will Chattanooga retain full access and ownership of data?

- I. Does the system have the ability to display blocked/available dates for programs and facilities for end users to see?
- J. Is an open API available to Chattanooga? A requirement of this software is an open API for integration in various 3rd party tools. Please describe the platform's API at a high level.

Workflow, reporting, and front-end functionality:

- A. Is a staff scheduling tool provided? Which calendar systems does the scheduling tool integrate with?
- B. What is the system's ability to generate specific facility and staff schedules that sync with registrations?
- C. How does the system allow for online donations, up-selling or bundling of programs, and memberships before check-out?
- D. What registration discount and promotional code functionality does the system offer?
- E. Describe the process necessary to block availability for a series of dates or series of programs and facilities. Is this process automated?
- F. Does the system have limitations or the ability to set limitations on available reservation dates? If so, describe.
- G. Does the system have an accommodation to assign each facility, program and/or event a unique identifying index so it may be used for integration with the City's web sites?
- H. Can reservations be queried by various selection criteria for update, editing, reporting and/or modification? Please describe the process and available selection criteria.
- I. Can an alternate contact field be accommodated for reservations?
- J. Can duplicate accounts be merged into a single account? Can the history of both accounts be combined on the retained account?
- K. Does the system have a means to send surveys and reminders to registrants? Please describe.
- L. Does the system provide or integrate with point of sale systems, scheduling, volunteer, and fundraising tools?
- M. Does the system contain social media features including mobile website capabilities?
- N. Is there a field for administrative notes that are not viewed by the registrant to be included with a reservation?

- O. Can scanned documents be attached to reservations?
- P. How are cancellations processed?
- Q. Does the solution allow for customized pricing depending on input from the participant/customer?

Reporting:

- A. How many standardized or “canned” reports are included with the system? Please provide examples/list.
- B. Describe report writing capabilities that provide demographic, location, usage and financial analysis via date periods and various queries specified by Metroparks.
- C. What process and/or reports for monthly and annual reconciliation to financial software and general ledger are included with the system?

Technical Requirements

Describe the proposed systems accommodation of the following items:

- 1. See Appendix “B” & “C” for software and hosted standards
- 2. Provide secure user accounts
- 3. Accessibility for users with special needs
- 4. Responsive design, all platforms should be usable on mobile, tablet and desktop devices

Section V – Contract

Disclaimer of Warranty

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

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

Modifications to the Contract

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

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

Automatic Contract Renewal

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

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

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

Governing Law and Jurisdiction

A contract will specify that it is governed by the law of the state of Tennessee and grant the courts of

that state exclusive jurisdiction over any disputes arising out of the contract.

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

It can be preferable to the customer to either (a) specify the law and jurisdiction of the customer's own state (large providers likely operate in and are subject to all such jurisdictions, so it is no significant inconvenience for them), (b) provide that disputes must be brought in the defendant's jurisdiction (which is even-handed and tends to encourage informal resolution, as the plaintiff will not have the "home court" advantage), or (c) simply delete the provision and leave the question open for later argument and resolution if and when needed.

Section VI – Payment

PAYMENT OF SERVICES

1. The City will make payment according to the City's policies and procedures.
2. Invoices
 - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

With Copy to:
City of Chattanooga
Attn: Philip Grymes/Outdoor Chattanooga
Address
Chattanooga, TN 37405
pgrymes@outdoorchattanooga.com
 - a. Vendor's Invoice must list a valid Email Address for billing questions and inquiries.
 - b. Vendor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
 - c. Invoice descriptions on transaction lines must match the Purchase Order's transaction line items, and reference the corresponding transaction line number. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
 - d. Invoices to the City shall reference the Purchase Order number.
 - e. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
 - f. Any Vendor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
 - g. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that they are replacing.

Section VII – Evaluation

REVIEW AND EVALUATION OF PROPOSALS

All proposals submitted in response to this RFP will be evaluated by an Evaluation Committee, in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the proposers whose proposal is deemed to be in the best interests of the City.

Evaluation Committee

A committee consisting of individuals selected by the City will receive all proposals submitted. Each proposal will be awarded a maximum of 100 points based on the evaluation criteria. The City, at its sole judgment, will decide if a proposal is viable.

Evaluation Criteria

In preparing responses, proposers should describe in detail how they propose to meet the specifications as detailed in this solicitation document.

The specific categorical criteria that will be applied to the proposal information, in order to assist the City in selecting the most qualified proposers for the contract, are as follows:

- **35 points: Competence/Approach to Scope of Work**
- **35 points: Qualifications and Team Experience**
- **20 points: Price/Value/Cost Efforts**
- **10 points: Reference Projects**

Selection of Proposers for formal presentations (if any) and for contract negotiations will be evaluated based on an objective evaluation of the criteria listed above.

Formal Presentations

In the event that a Proposer cannot be selected solely on the Proposals submitted, the City may invite up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number, if the quality of the proposals so merits.

The City Evaluation Committee may revise the initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the City, the offered dates may not be flexible.

A presentation may not be required, and therefore, complete information must be submitted with a proposer's proposal.

Selection of Finalist(s)

After review of the proposals by the Evaluation Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist(s) to negotiate an agreement.

RESPONSE FORMAT

Cover Letter

Include a cover letter, issued by an Officer of the proposing business entity, introducing your organization, summarizing your qualifications, and detailing any exceptions to the Standard Terms and Conditions.

Competence/Approach to Scope of Work [35 points]

Offeror shall demonstrate in detail how each item in Scope of Work (SOW) will be addressed in order to achieve the stated Desired Outcomes of this solicitation, summarized as follows:

- Completeness of proposal response
- Ability of vendor to deliver all requested services
 - This determination may be made through interviews, product demonstrations, and site visits
- Overall functionality and ease of use
- Help desk service level agreements
- References/client satisfaction
- Disaster recovery plan

Qualifications and Team Experience [35 points]

- Demonstrate your organization's knowledge in the provision of services related to the project.
- Demonstrate your organization's experience in operating similar programs successfully
- List all non-Domestic Relations litigation in which your organization or staff is or has been a defendant, within the three (3) years immediately preceding the RFP response (not the legal details or analysis), including, but not limited to, parties' names, county, court, case number, and disposition.
- Clearly define your team's organizational structure including defined roles and responsibilities and use of subcontractors or partners.
- Demonstrate relevant experience of proposed team members.
- Describe procedure for regular and ongoing background check assessment of all staff proposed to perform, including the scope of background checks and which charges would exclude an applicant or staff member from working in this program.
- Explain unique team experience, expertise, and/or approach for operating the program.

- Identify team members responsible for developing and providing information to City of Chattanooga
- Identify team members responsible for meeting with and advising City of Chattanooga.

Price/Value/Cost Efforts [20 Points]

Identify an annual all-in cost for this service.

This Annual Cost must include the following:

- Staffing costs
- Supplies and equipment costs
- Program implementation costs
- Itemization of any costs not otherwise described
- Cost of services and software

Reference Projects [10 points]

- Demonstrate ability to perform similar programs effectively.
- Detail experience on a minimum of two (2) programs of similar scope.

For each referenced project, please include the following:

- Target population served by the program
- Grantee or funder
- Program approach (services provided, staffing structure, logic model if available)
- Length of program, Dollar value, and program start and end date (or include if the program is ongoing)
- Funder contact information for the listed program, including an email address that can be used as reference verification.
- Perceived ROI for the client or any other performance measures/KPI related to the outcome and continual use of the solution provided.

Bad contact information and/or non-responsive references will be reflected in the scores.

Appendix A - Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a SSR&R solution, proposes to furnish products and services to The City in accordance with that request.

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

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

Appendix B - Software Standards

Definitions

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

Purpose

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

Scope

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

Responsibility

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

Policy

1. Database Systems:

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

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

Vendor obligations:

- f. Vendor must provide an industry-standard method of accessing stored database information;
 - i. Vendor must provide documentation of methods;
 - ii. Vendor must provide reasonable support for said methods.
- g. Upgrades:
 - i. Database as provided must be the current production/LTS version of the DBMS or its -1 version;
 - ii. Vendor should agree to database upgrades as follows:
 - 1. A new DBMS release is deemed “current” when it has been in production release for 180 days;
 - 2. Upon designation of a new “current” version, the previous “current” version becomes Current -1;
 - 3. The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.
- h. Address validation:

- i. An approved geocoding interface must exist for the validation of entered and modified street addresses;
 - ii. Address formats should conform to industry standards and best practices.
- 2. Hosting: (*also refer to Appendix E- Cloud/Hosted Solution Standards)

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

- a. Technical Support
 - b. Test instance(s)
 - i. One (1) or more as deemed necessary;
 - ii. Regular clones from production instance to test instance(s) must be provided.
 - iii. A mechanism by which an additional test instances can be requested, should be provided.
 - c. Interfaces
 - i. Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services;
 - ii. Vendor should provide reasonable access for DIT personnel.
- 3. Support:
 - a. Technical Support
 - i. Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
 - ii. The software vendor and/or a third-party vendor must provide other forms of technical support.
 - b. Functional Support
 - i. Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
 - ii. Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.

- 4. Partner Commitment:

- a. Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
 - i. Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
 - 1. In-person, instructor-led online, or CD/DVD based-training;
 - 2. Periodic attendance of user groups and conferences.
 - ii. Partner shall name replacements and/or new SMEs when necessary and provide for their training.
- b. Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.
- c. Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.

Appendix C - Cloud/Hosted Solution Standards

User Licenses

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

Service Level Agreements

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

Data Management

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

Ownership of Data

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

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

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

Location of Data

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

Certifications for specific information types

IT would confirm the Provider had appropriate certifications for the type of information you seek to store (i.e. if you were storing medical records and fell under HIPAA, then certain requirements would apply) or at minimum identify special requirements necessary if certain types of information are stored.

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

Data Security

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

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

Emergency Security Issues

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

Data Privacy

Requirements and commitments should be set forth in the contract.

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

Data Redundancy

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

Data Conversion

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

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

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

Cyber Security Insurance

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

Indemnification of Customer

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

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

Verify state law restrictions on their ability to indemnify.

Indemnification of Service Provider

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

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

Electronic Discovery (e-discovery)

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

Unauthorized or Inappropriate Use

In reference to the contract stating that the customer be held responsible for agreeably preventing others to "unauthorized" or "inappropriate" use of the cloud services, consider adding that the customer will not "authorize" or "knowingly allow" such uses. With services in the cloud and therefore

mostly outside of customer control, it would be preferable to provide only that the customer will not “authorize” or “knowingly allow” unauthorized or inappropriate use of the cloud service by others.

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

Suspension of End User Accounts

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

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

Suspension and Termination of Service

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

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

- Minimum 30 days for advance notification of suspension and termination of services.
- Minimum 60 days for addressing the reason for suspension and termination of services.
- They should give adequate time for the customer to make arrangements for its data or service.
- Have assurance that the data will remain available to the customer, in a usable format, for a specified period of time following a termination; as well as return the data or destroy any copies of the data once the transition is complete.
- Ensure that a payment will not be due for the suspension period if determined that the provider incorrectly decided that the customer was at fault.

Cure period for resolution

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

Publicity

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

Incorporation of URL Terms

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

At the very least, the customer should attempt to require the provider to provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the customer's interests.

Appendix D - Affirmative Action Plan

Affirmative Action Plan

For

Invitation or RFP No. : ____163226____

(Name of Contractor)

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

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

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

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

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

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

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

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

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

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

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

(Signature of Contractor)

(Title and Name of Company)

(Date)

Appendix E - Iran Divestment Act

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

Vendor Disclosure and Acknowledgement

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website: www.tn.gov, type in search term "List of persons pursuant to Tenn.Code Ann. 12-12-106," to access a link to the "Public Information Library."

<https://www.tn.gov/generalservices/article/Public-Information-library>. There, click on List of persons pursuant to Tenn.Code Ann. 12-12-106. The list, which is periodically updated, is there. Currently, the link for the list is:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

Appendix F: Affirmation and Signature

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

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

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

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