

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

Request for Proposal No.: __170301__
Ordering Dept.: Chattanooga Public Library
Buyer: Deidre Keylon; e-mail: dmkeylon@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED)
Phone No.: 423-643-7231; Fax No.: 423-643-7244

Goods/Services Being Purchased: __Digitization Services Solution__

**SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED,
AND NO LATER THAN 4:00 P.M. E.S.T. ON SEPTEMBER 27, 2018;
ALL QUESTIONS MUST BE RECEIVED IN WRITING, AS SPECIFIED,
AND NO LATER THAN 4:00 P.M. E.S.T. ON SEPTEMBER 13, 2018**

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin. The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable: <http://www.chattanooga.gov/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 within Offeror's proposal.

NOTE: 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 COVER PAGE MUST BE RETURNED WITH PROPOSAL

Request for Proposal

For Digitization Services Solution

**City of Chattanooga, Tennessee
Chattanooga Public Library**



The Chattanooga Public Library of the City of Chattanooga is soliciting proposals for a digitization services solution.

PURPOSE OF RFP

This request solicits proposals from qualified providers to furnish the municipal government of Chattanooga, hereinafter referred to as “The City”, with a digitization services solution, also referred to as “DSS”. Specifications describing the functional and technical requirements of the DSS solution can be found in this document. It is the City’s intent to select the most suitable solution based on responses to this RFP.

INTRODUCTION

The City of Chattanooga (the City) Public Library is in need of digitization services for newspapers which are currently on microfilm.

OVERVIEW

The Chattanooga Public Library intends to use digitization services to transfer the documents from the current microfilm media to digital media and will make the final product available for public use.

SCOPE OF WORK

Basic Requirements:

- Capture 275+ newspapers from 35mm polyester microfilm - digitize reel in its entirety at 300 ppi, 8 bit grayscale, split/outside edge crop/de-skewed, organization by reel, and named by sequential image number to a loaned hard drive, server, or hosted solution and the return of the original microfilm
- For unqualified reels offer other formatting options which may include duplication etc. at a set cost

Additional Requirements:

The digitization services solution is expected to focus on assessing master negative reels and on technical considerations during the conversion process,

meeting national standards through quality, reduction ratios, resolutions, and density variations, to provide preservation quality images, metadata, and OCR (Optical Character Recognition).

Overview components requiring technical specifications as follows: archival, production, printable, searchable OCR format, structural metadata, and delivery.

This request solicits proposals covering seven areas. The proposals should provide recommendations and Service Level Agreement details (hereinafter 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

Vendor Information

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

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services
- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor’s services

- A list of all government clients who have used the vendor's services
- A plan on what the average upgrade and implementation of DSS 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

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 DSS solution.

Training

As applicable, 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 DSS 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.

Content To Be Made Available to Public

The solution must make content available to the public. Details on how the solution will manage this are expected.

Minimum Digitization Requirements

- Archival Image: TIFF - conforms with TIFF 6.0, 8-bit grayscale, 400 dpi preferred, uncompressed, only deskewing should be applied, cropped to page edge, TIFF tags required for preservation
- Production Image: JPEG2000 - conforms with JPEG 2000, Part 1 (.jp2), use 9-7 irreversible (lossy) filter, compressed to $\frac{1}{8}$ of the TIFF or 1 bit/pixel, Tiling but no precincts, RDF/Dublin Core Metadata in XML box, profile prepared
- Printable Image: PDF - Compatible with Acrobat 5.0 (PDF 1.4), image with text behind, image will be grayscale, 150 dpi JPEG, using medium (or 40) quality setting, XMP/RDF/Dublin Core metadata
- Searchable OCR text: NDNP-ALTO - Conforms with ALTO (Analyzed Layout and Text Object) schema, mapping of OCR'd text to image coordinates
- Structural Metadata: - Conforms with Metadata Encoding and Transmission Standard (METS), XML Standard, Title, Issue, Reel, Essay Objects
- Delivery: Batch XML File - Simple manifest, Lists batch information - issues/reels, used for identification, validation, ingestion into digital repository system

Vendor must incorporate the items in the list of standardizations within Appendix A (Software Standards) and/or Appendix B (Cloud Hosted Solution Standards) into a contract or exhibit to the City's Standard Terms and Conditions that is to be agreed upon, if the proposed solution involves software and/or cloud/hosting environment.

Any additional recommendations offered beyond the scope of this work will be considered and may be used in determining the best contractor.

CONTRACT TERM

Any resulting blanket contract is intended to be for a maximum period of twelve months with two additional optional twelve-month renewals if by mutual agreement.

Offeror's proposed timeline for project completion may affect score, with credit given for reduced time to completion provided that quality and other factors are not compromised.

No minimum or maximum purchase is guaranteed.

EVALUATION CRITERIA AND METHOD

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

Evaluation Team

A team consisting of individuals will receive all proposals submitted. Each proposal will be awarded a maximum of 5 points based on the evaluation criteria. The City, at its sole judgment, will decide if a proposal is viable.

In preparing responses, Offerors 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 proposer(s) for the contract, are as follows:

- **40 percent: Project Approach**
- **30 percent: Technical Quality**
- **15 percent: Qualifications**
- **15 percent: Price Proposal**

Selection of Finalist(s)

After review of the proposals by the Evaluation Team 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.

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

A presentation is for the purpose of clarification only and also may not be required, and therefore, complete information must be submitted with a proposer's proposal.

GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Proposals must be submitted to the Purchasing Division, City of Chattanooga, in the format specified in this document for time-stamping by no later than 4:00 p.m., e.s.t., on September 27, 2018, to the attention of:

City of Chattanooga Purchasing Division
Attn: Deidre Keylon
101 East 11th Street,
Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7231
Fax: (423) 643-7244

Late or misdirected proposals shall be rejected and returned unopened without exception. Postmarks are not accepted. E-mailed proposals are not accepted.

REQUEST FOR INFORMATION/QUESTIONS

All questions, and requests for information or clarification must be submitted in writing, and will be accepted **until 4:00 pm, est, on September 13, 2018**, and shall be sent to:

rfp@chattanooga.gov

With the e-mail subject line: QUESTION FOR RFP 170301 Digitization Services

If e-mail is inaccessible, questions and requests for information can be mailed in a clearly marked envelope which must indicate on the outside **“QUESTION FOR RFP 170301 Digitization Services”** to:

City of Chattanooga Purchasing Division
Attn: Deidre Keylon, Buyer
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Or, the question/request for information can be faxed with the same identifying information above to:

Fax: (423) 643-7244

Communication During the RFP Process

Any communication concerning this RFP must be conducted exclusively with the City of Chattanooga Purchasing Division Buyer, until the evaluation and award process has been completed. Failure to follow this procedure will be negatively viewed in the selection process.

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.

Include principal contact information for this RFP, including address, telephone number, email address, and website (if applicable).

Number and Type of Copies

Proposer shall submit one complete, unbound printed copy and one electronic copy in PDF format on a flash drive. No disks. Jump drive or flash drive required. All proposals shall be submitted in a sealed non-transparent envelope or box clearly marked **“RFP 170301 - Digitization Services”**.

Detailed Technical Proposals

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of the RFP. Any deviations from the specifications shall be noted.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

Proposer-Supplied Materials

Any material submitted by a Proposer shall become the property of the City unless otherwise requested in writing at the time of submission. **Any firm submitting a proposal should assume the information included in the proposal is subject to the Open Records / Freedom of Information Act.**

Incurring Costs

The City shall not be liable for any cost incurred by the proposer prior to the issuance of a contract purchase agreement and will not pay for the information solicited or obtained. Proposer shall not include or integrate any such expense as part of its proposal.

Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise proposal description. Emphasis shall be placed on clarity and content.

Proposal Withdrawal Procedure

A Proposal may be withdrawn at any time until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer to provide the specifications set forth in the proposal, until the successful proposal(s) is/are accepted and a contract has been executed between the City and the successful Proposer(s).

General Reservation of City Rights

The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification.

General Terms

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions.

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

Any exceptions to said Terms and Conditions must be submitted with Proposal response in the Cover Letter as specified above.

Proposers shall state any exceptions to or deviations from the terms of this Request

for Proposals and the Standard Terms and Conditions. Where proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all stated terms not excepted in its proposal.

City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional proposals at its sole discretion.

Contract Administration Activity

The Proposer will be expected to provide periodic reporting and/or attend Contract Administration meetings, as described in this document, or as otherwise required by the City Purchasing Division.

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 copies to:
nphillips@lib.chattanooga.gov and jsullivan@chattanooga.gov

- b. Vendor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. 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.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order transaction line items, and must 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.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.

- g. Any Vendor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

CHECKLIST OF REQUIRED SUBMISSION MATERIALS:

- 1. Sealed box or envelope labelled with RFP #/ title and proposer name and address
- 2. Complete, signed proposal
- 3. Completed, dated, and Signed Forms:
 - a. Completed and signed cover page
 - b. (Pricing) Proposal Cost Summary
 - c. Proposer Qualification Data Form
 - d. Iran Divestment Act Form
 - e. Affirmative Action Plan Form
 - f. No Contact/No Advocacy Affidavit (page must be notarized)
 - g. Addenda if any have been posted to www.chattanooga.gov, then Bids Solicitations, up to 48 hours prior to the RFP Due Date/Time

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Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal, proposes to furnish goods and/or furnish services to The City in accordance with that request.

The summary below reflects projected cost for The City and for the Chattanooga Public Library for Digitization Services. Supporting detail must be attached in the form of a catalog or a line item detail describing hourly rates and projected expenses along with any other detail that will lead to a clear understanding of the proposal cost.

Offeror's itemization may vary.

Item	Cost
Total	

PROPOSER QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached.

1. Company Name of proposer (Please list official name, and any and all "doing business as" names, if any, associated with the company):

2. Main office address:

3. Phone: _____ Fax: _____

- a. Email Address:

4. Proposers federal tax identification number:

_____ (Please attach Form W-9)

5. The proposer is organized as a (specify type of entity, e.g. sole proprietor, partnership, for profit corporation, non-profit corporation, limited liability company, etc.)

6. The date the proposer was organized in its current form:

7. If a corporation or limited liability company, the state where it is formed:

8. Is your company registered with the Tennessee Secretary of State?

a. YES

b. NO - Please explain

9. How many years have you served the population described in this solicitation:

10. Describe any pending plans to reorganize or merge your organization.

11. Have you, or any officers and/or directors of your company, ever been debarred or suspended by a government from consideration for the award of contracts?

a. YES - Please list the contract party, and explain

b. NO

12. Have you, or any officers and/or directors of your company, ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

a. YES - Please list the contract party, and explain

b. NO

13. Have you, or any officers and/or directors of your company, ever been charged with liquidated damages on a contract?

a. YES - Please list the contract party, and explain

b. NO

14. Bonding

a. Limit: \$ _____

b. Bonding Company: _____

c. Address: _____

d. Phone Number: _____

Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising 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.

4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

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

Vendor Disclosure and Acknowledgement

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For more information, please contact the State of Tennessee Central Procurement Office,

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

Appendix A - 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 B - 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 B - 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.