

**PURCHASING DEPARTMENT  
101 EAST 11<sup>th</sup> STREET, CITY HALL, SUITE G-13  
CHATTANOOGA, TENNESSEE 37402**

**Request for Proposals for the City of Chattanooga, TN**

*Sealed Proposals will be received at 101 East 11<sup>th</sup> Street, Ste. G-13, Chattanooga, TN, 37402, until 4:00 p.m., e.s.t., on December 21st, 2017.*

Requisition No.: RFP – 163109

Ordering Dept.: Parks

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

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

\*\*\*\*\*

**Request for Proposals for Golf Course Software Solution**

\*\*\*\*\*

**\*\*\*SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED  
NO LATER THAN 4:00 P.M., E.S.T., ON DECEMBER 21<sup>st</sup> , 2017\*\*\*  
\*\*\*ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED NO LATER THAN  
4:00 P.M. E.S.T. ON DECEMBER 14<sup>th</sup>, 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.

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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 Information Technology



## Request for Proposal

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### Golf Course Software Solution

A software that will provide a solution for all of the services of a golf course.

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## Section I: General Information

### Introduction

The purpose of this section is to define the scope of the project and describe this Request for Proposal (RFP).

### Purpose of RFP

This request solicits proposals to furnish the municipal government of Chattanooga, hereinafter referred to as “The City”, with a Golf Course Software Solution, hereinafter referred to as “A software that will provide a solution for all of the services of a golf course.” Specifications describing the functional and technical requirements of the Golf Course Software Solution can be found in Section IV of this document. It is The City’s intent to select the most suitable solution based on responses to this RFP.

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

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

## **Section II: Administrative and Contractual Information**

### **Introduction**

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

### **Inquiries**

Questions concerning this RFP may be sent before the Deadline for Questions portrayed on the Cover Page, clearly marked as a “question for RFP # 163109 GOLF COURSE SOFTWARE”, by mail, fax, or e-mail to the attention of:

Purchasing Department/Attn: Deidre Keyton  
City of Chattanooga  
Municipal Building  
101 E. 11th Street, Suite G13  
Chattanooga, TN 37402  
Fax: (423) 643-7244  
Email: dmkeylon@chattanooga.gov

Answers will be posted as soon as possible after the Deadline for Questions, by Addendum, placed with the main solicitation document on the website: [www.chattanooga.gov](http://www.chattanooga.gov), under Bids / Solicitations.

### **Exceptions to RFP Specifications**

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

### **Implied Requirements**

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

### **Vendor-Supplied Materials**

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

## **Issuing Office**

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

## **Rejection of Proposals**

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

## **Incurring Costs**

The City is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement for the proposed Golf Course Software Solution and will not pay for information solicited or obtained.

## **Vendor Proposals/Number of Copies**

Vendors must submit a response to this RFP with (1) a printed original response along with (2) one additional copy and (3) an electronic copy on a flash drive, not a disk. 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, with the maximum number of fifty (50) pages. They should provide a straightforward and concise description of the Golf Course Software Solution proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

## **Conditions of Agreement**

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



## Section III: RFP Lifecycle

### 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 and Appendix F
- Signed Affirmative Action Plan (Appendix B) and signed Iran Divestment Act form (Appendix E);
- Signed Addenda cover pages (may be posted until 48 hours before RFP Due Date and Time)
- 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.
- Appendix A -Cost Proposal

### 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 by teleconference.

## **Product Demonstration**

Vendors may be requested by The City to demonstrate the Golf Course Software Solution they are proposing. Demonstrations will be conducted in the most economical manner possible.

## **Final Evaluation**

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 nonconcurrence by the Department of Information Technology. The Department of Information Technology will then make a recommendation to Chattanooga City Council in the form of a resolution of who will make the final decision based upon whatever factors it considers pertinent.

## **Proposal Acceptance**

After the final evaluation, the chosen vendor(s) will be notified and contract discussion and negotiation between The City and the selected vendor(s) will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but both may be modified by provision of the contract. Vendors are requested to submit current contract forms with their proposal for review by The City.

## Section IV: Requirements for the Proposed System

### Introduction

The purpose of this section is to describe the required and desired features of a Golf Course Software Solution for The City. The vendor may propose additional features and options to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in this document.

### General Requirements

The current software is going out of support and can not be upgraded to current technology standards. The new solution will be supported by the chosen vendor and maintained to keep up with current and future technology advances.

### 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 depicting all typical requirements of the average upgrade and implementation of the proposed Golf Course Software Solution
- 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 the proposed Golf Course Software Solution, should demonstrate a thorough knowledge of the differences associated with a municipal government Golf Course Software Solution 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 Golf Course Software 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 Golf Course Software 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**

All software submitted for consideration address the basic requirements set forth below.

- Multiple users shall be able to access the system with role based security for golf staff.
- All data collected and data transferred shall be encrypted and secured from unauthorized access.
- Golf courses are open seven (7) days a week typically from 7:00 A.M. to dark year round with compatible software needs.
- The software shall provide easy to use reporting tools to provide all reported data.
- Reports shall have the option of exporting to Excel or PDF. The vendor shall provide solutions to importing data into City's current financial software.
- The vendor shall provide solution for migrating current customer data and an appropriate amount of historical data if possible from current system to proposed system.

## Point of Sale General Requirements:

The system shall be PCI Compliant and remain PCI Compliant throughout the duration of the agreement. Vendor must include a current PCI Certificate in the proposal and is required to send an updated PCI Certificate annually. PCI DSS Compliance: SERVICE PROVIDER recognizes that City is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and SERVICE PROVIDER processes, handles, has access to, transmits, and/or stores cardholder data in the performance of services provided to the City, and is therefore considered a service provider under Requirements of the PCI DSS; and requires the City to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses handles, has access to, transmits, and/or stores on behalf of the City; and PCI DSS requires the City to maintain a program to monitor the service provider's PCI DSS compliance status; therefore:

- A. SERVICE PROVIDER agrees that it is responsible for the security of City payment card data that it possesses, handles, has access to, processes, transmits, and/or stores.
- B. SERVICE PROVIDER affirms that, as of the effective date of this (agreement, renewal addendum), it has complied with or will comply with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- C. SERVICE PROVIDER agrees to supply the current status of Service provider's PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Renewal to City. SERVICE PROVIDER must supply to City a new status report and evidence of validation of compliance at least annually.
- D. SERVICE PROVIDER will immediately notify City if it learns that it is no longer PCI DSS compliant and will immediately provide City the steps being taken to remediate the non-compliance status. In no event should SERVICE PROVIDER's notification to the City be later than seven (7) calendar days after Service Provider learns it is no longer PCI DSS compliant.
- E. SERVICE PROVIDER acknowledges that its indemnification requirements include indemnification for failure of SERVICE PROVIDER to be and to remain PCI DSS compliant.

All processing methods (e.g. permanent terminal, virtual terminal, portable terminal, website etc.) and equipment used by the Contractor must be PCI Compliant:

- A. Quicksale Buttons for Multiple Inventory Items
- B. High speed receipt printers

- C. High Speed Credit Card Processing
- D. Merchandise scanning for speed and accuracy (bar coding).
- E. Quick and flexible customer lookup to include swipe card, scan card, chip and pin card, type on screen or with keyboard. Searches shall be able to be done by name or number.
- F. Fully integrated Tee Sheet. (POS sends Paid Indicators back to tee sheet upon golfer check in with payment).
- G. Shall automatically calculate fees based on stored customer data and support manually calculated fees.
- H. Shall offer internal electronic gift card program.
- I. Bar coded rain checks for full tracking and ease of use
- J. Zip code tracking for marketing purposes
- K. Customer photos available for verification at POS
- L. Split payment feature
- M. Built in customer loyalty and affinity program
- N. Outline security features offered
- O. Easy to use checkout procedures and shift changes
- P. Outline transaction retrieval system

#### Customer-Member Database Minimum Requirements:

- a. Track spending habits, preferences, course usage by individual
- b. Unlimited member groups for filtering mailings, lists, email blasts, etc.
- c. Track birthdays, sizes, preferences, locker numbers, etc.
- d. Unlimited number of customer classes for pass holders and/or members
- e. Efficient and easy way to add customer name and address
- f. Extensive report features – daily, weekly, monthly etc.

#### Point of Sale Inventory Requirements:

- Bar Code all merchandise through software
- Real time perpetual inventory system
- Ability to manage multiple inventories within one database
- Reorder level warnings and reports
- Efficient physical inventory integration
- Extensive, real time inventory reporting capabilities

- The inventory valuation and reporting options must comply with Generally Accepted Accounting Principles (GAAP). For example, First-In, First Out (FIFO) and average cost are acceptable methods of valuing inventory.

### **Reservation Requirements:**

- Full integration with Point of Sale
- Full email marketing integration including automatic email confirmation on bookings
- Search players by name, number, phone, postcode, email etc.
- Full color chart utilization reports for courses, carts, individual players, etc.
- No show tracking
- Wait list processing
- Outing planner
- Fully integrated multiple booking options – telephone, internet, mobile devices, etc.
- Touch screen friendly tee sheet
- Multiple tee time formats available
- Ability to view up to 2 courses at one terminal at one time
- Ability to navigate within a seven (7) day window with one touch or click of a mouse
- View booking capacity percentage for seven (7) day window on main tee sheet screen
- Auto email forecast reports to management on a schedule
- Ability to view real time reservations
- Ability to create marketing and email campaigns database segmentation
- Ability to send confirmation emails on multiple levels with multiple options
- Tee sheet integration
- Ability to book tee times 24/7

### **Miscellaneous Requirements:**

- Food and beverage module which includes: point of sale with inventory merchandise scanners
- Course diary to log weather, course conditions, temperatures and tie to sales report
- Shall have consistent point and click or touch user interface throughout all systems
- “Options” menu that allows system administrators to turn on/off software features and define software configuration settings
- Import/export capabilities to MS Office Suite and PDF formats

### **Banking Requirements:** *(vendor may propose alternate but must be PCI compliant)*

Elavon is the City of Chattanooga's current contracted merchant services provider for Golf Course transactions. The successful proposer shall provide an option that easily coordinates with Elavon. Any other credit card processing company proposed shall comply with requirements or approved exceptions:

1. There shall be daily remittances.
2. Vendor must provide information on where the monies are held prior to being remitted and what measures are taken to ensure they are adequately secured.
3. Vendor must transmit monies into the City account within 24 hours of the point of sale.
4. Vendor must provide confirmation of compliance with the payment card industry rules and regulations regarding convenience fees and service charges.
5. Vendor must provide examples of financial reports available, not just a listing.

### **Technical Requirements:**

Vendor must incorporate the items in the list of standardizations within Appendix C and/or Appendix D into a contract or exhibit to the City's Standard Terms and Conditions that is to be agreed upon if the proposed solution involves any software and/or cloud/hosting environment.



## Section V: Evaluation Criteria and Scoring

In evaluating response to the Request for Proposal, COMMITTEE will take into consideration the project approach, technical quality, qualifications, price proposal, and (if requested) interview being proposed by the VENDOR. The total weighted score is 100%. The following Evaluation Criteria will be considered in reviewing submittals.

*The scorecard is to evaluate criteria results of the project approach, technical quality, qualifications, price proposal, and interview of the VENDOR.*

1. Vendor will be awarded up to 40% of the total weighted score for Competence; including Project Approach, ability to perform, authority to perform, capability to identify and address predictable and unpredictable problems, etc.
2. Vendor will be awarded up to 30% of the total weighted score for Qualifications; these are other than experience (which is below); this section may include elements of Quality of Product (including Features, Functionality, Compatibility, User Friendliness, Reliability, Availability, etc.), Quality of Staff (including Education and Certifications), Quality of Support (knowledge base of support staff, availability of help, etc.
3. Vendor will be awarded up to 15% of the total weighted score for Experience (Depth and Breadth of Experience, Related Experience, and Past Performance including References).
4. Vendor will be awarded up to 15% of the total weighted score for Price Proposal.

## Appendix A: Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a Golf Course Software 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 <desired product or service> 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)	
<b>Total</b>	

## Appendix B: Affirmative Action Plan

Affirmative Action Plan

For

Invitation or RFP No. : \_\_\_\_\_

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*(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)*

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*(Title and Name of Company)*

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*(Date)*

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## Appendix C: Software Standard Requirements

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any software product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

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### Definitions

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

### Purpose

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

## Scope

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

## Responsibility

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

## Policy

- Database Systems:

COTS software must use an approved Database Management System (DBMS) from the following list, based upon what is currently in use at the City of Chattanooga and what is regarded as acceptable industry-wide for enterprise use: Oracle DBMS, Microsoft SQL Server, Oracle MySQL/MariaDB, PostgreSQL, NoSQL (MongoDB/Cassandra).

- Data:

- Data Access:

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

- Data Ownership:

- Data belongs to the City.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

- Upgrades:

- Database as provided must be the current production/LTS version of the DBMS or its

-1 version. Vendor should agree to database upgrades as follows:

- A new DBMS release is deemed “current” when it has been in production release for 180 days;
  - Upon designation of a new “current” version, the previous “current” version becomes Current -1;
  - The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.
- Address validation:
    - An approved geocoding interface must exist for the validation of entered and modified street addresses;
    - Address formats should conform to industry standards and best practices.
  - Hosting: *(also refer to Appendix E: Cloud/Hosted Solution Standards)*
  - Software must be hosted by vendor or approved alternative. Hosting agreement must include:
    - Technical Support
    - Test instance(s)
      - One (1) or more as deemed necessary;
      - Regular clones from production instance to test instance(s) must be provided;
      - A mechanism by which an additional test instances can be requested, should be provided.
    - Interfaces
      - Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services;
      - Vendor should provide reasonable access for DIT personnel.
  - Support:
    - Technical Support
      - Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
      - The software vendor and/or a third-party vendor must provide other forms of technical support.
    - Functional Support
      - Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;

- Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.
- Maintenance:
  - Vendor to provide patching schedule and version upgrade roll out;
  - Standard managed services.
- Training:
  - Vendor Commitment:
    - Vendor to provide training material for all software versions;
      - Vendor should provide release notes for new versions or patches including pushed notifications for security related fixes.
    - Vendor to provide at minimum “train the trainer” sessions during initial installation and as needed after major upgrades.
- City Departmental Partner Commitment:
  - Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
  - Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
    - In-person, instructor-led online, or CD/DVD based-training;
    - Periodic attendance of user groups and conferences.
  - Partner shall name replacements and/or new SMEs when necessary and provide for their training.
  - Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.
  - Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.



## Appendix D: Cloud/Hosted Solution Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

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### User Licenses

- Specify the quantity of licenses provided to cover the number of users.
- User license types (Concurrent or Seat).
- Renewal options (Subscription or Maintenance).
- Are user licenses transferable?

### Service Level Agreements

- Identify the amount of guaranteed "uptime".
- Describe the process and timeline for dealing with "downtime".
- Describe the consequence for any failures (including credits, etc.).
- Notification process of outages and resolution.
- Service package offerings for support (Silver, Gold, Platinum).
- Patch testing to be performed in Test environment with designated City Staff for sign-off and approval.

### Data Management

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

### Ownership of Data

- Data belongs to the City.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.

- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

## **Data Retention**

- Provider to retain all City data consistent with City Retention requirements and all local, state and federal laws.
- Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

## **Location of Data**

- Location and process that the data is stored and backed up.

## **Certifications for specific information types**

- Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.).
- Provider to identify any special requirements or restrictions for particular information or data types (e.g. if a separate agreement must be entered to store PHI).

## **Data Accessibility**

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

## **Data Security**

- Provider to specify the specific independent security standard utilized by the Provider.
- Provider to provide an audit (SAS70/Type II audits).
- IT to obtain and review the appropriate audit report before contracting.
- Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law. How will notifications be provided?
- Logging capabilities that will be available.

## **Emergency Security Issues**

- Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

## **Data Privacy**

- Provide the privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

## **Data Encryption**

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

## **Data Redundancy**

- Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.
- Provide any redundant paths.

## **Data Conversion**

- Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.
- Provider to provide cost estimates for any hourly rates that may apply to such conversion.
- The cost of any initial data conversion must be included in the initial fee schedule or invoice.
- Conduct appropriate testing to verify the simplicity of the provider’s mapping scheme.

## **Cyber Security Insurance**

- Provider to identify whether it carries cyber security insurance.
- Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

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

- Identify the format in which data will be produced in the event of a discovery request.
- Identify tools are available to access City data in the event of an e-discovery need.

## **Suspension of End User Accounts**

- Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider’s system. With “material” and “significant” to be clearly defined.

## **Suspension and Termination of Service**

- Provider to identify the events or conditions that would allow for suspension or termination of

services

- Provider must provide a minimum 60 days advance notification of suspension and termination of services.
- Provider must identify the basis for the suspension or termination.
- Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.
- Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.
- Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.
- If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

## Warranty

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

## Incorporation of URL Terms

- While it may be reasonable to deal with technical standards and guidelines or other “non-legal” matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.
- Provider must provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City’s interests.

## Appendix E: Iran Divestment Act Attestation Form

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

### Vendor Disclosure and Acknowledgement

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

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

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

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

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

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

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

[https://www.tn.gov/assets/entities/general-services/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn\\_Code\\_Ann\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/assets/entities/general-services/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.

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

<b>Printed Name of First Signatory</b>	<b>Title</b>
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<b>Signature</b>	<b>Date</b>
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<b>Printed Name of Second Signatory</b>	<b>Title</b>
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<b>Signature</b>	<b>Date</b>
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