

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

Request for Proposal No.: 169427

Ordering Dept.: City of Chattanooga Information Technology and Air Pollution Control Bureau

Buyer: Deidre Keylon; e-mail: [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov) (NO E-MAILED PROPOSALS ACCEPTED)

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

\*\*\*\*\*

**Products or Services Being Purchased:** Air Pollution Software Solution

\*\*\*\*\*

**SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN**

**4:00 P.M. E.S.T. ON JUNE 5, 2018**

**ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN**

**4:00 P.M. E.S.T. ON MAY 15, 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>

\*\*\*\*\*

**NOTE: ALL PROPOSALS MUST BE SIGNED.**

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

\*\*\*\*\*

PLEASE PROVIDE THE FOLLOWING:

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Phone/Toll-Free No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPLETED AND SIGNED COVER PAGE TO BE RETURNED WITH PROPOSAL**

City Of Chattanooga, Tennessee  
Department of Information Technology



## Request for Proposal

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### Air Pollution Software Solution

An emissions inventory solution, hosted and managed, that will provide all needed functions and services for Air Pollution Control Bureau to report data to the EPA.

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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” and the Air Pollution Control Bureau, with an Air Pollution Software solution, hereinafter referred to as “An emissions inventory solution that will provide all needed functions and services for Air Pollution Control Bureau to report data to the EPA.”. Specifications describing the functional and technical requirements of the Air Pollution 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 (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

## Section II: Administrative and Contractual Information

### Introduction

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

### General Instructions

Sealed Proposals must be in a **clearly labelled package** and submitted as otherwise specified to the Purchasing Department, City of Chattanooga, for time-stamping by no later than 4:00 p.m., e.s.t. on June 5, 2018, to the attention of:

City of Chattanooga Purchasing Department  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402

**Late or misdirected proposals shall be rejected and offered for return at the expense of the vendor, unopened, without exception. Postmarks are not accepted.**

### Quantity and Format

Proposer shall submit complete versions as follows: one (1) unbound original with wet (original) signatures, one (1) bound copy; and one (1) electronic copy in PDF format on a flash drive, not a disc (no disk reader). All proposals shall be submitted in a sealed non-transparent envelope or box clearly labelled with the issuer's name and address and "**RFP No. 169427- Air Pollution Software Solution**".

### 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.

### Inquiries

Questions concerning this RFP must be sent in writing and with the subject line "**QUESTION FOR RFP 169427 Air Pollution Software Solution**" by no later than May 15, 2018, 4:00 pm, est, preferably by e-mail to [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov) or labelled as described above by mail or fax to the attention of:

Purchasing Department  
City of Chattanooga  
Municipal Building  
101 E. 11th Street, Suite G13  
Chattanooga, TN 37402  
Fax: (423) 643-7244

Questions will be answered by Addendum posted at [www.chattanooga.gov](http://www.chattanooga.gov) as soon as possible after the deadline for questions.

### **Exceptions to RFP Specifications**

This RFP is intended to describe The City and Air Pollution Control Bureau'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 and the APCB.

### **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 Air Pollution Software solution and will not pay for information solicited or obtained.

### **Vendor Proposals**

The vendor proposal must follow the format and respond to the request, including submissions of all signed/dated forms and addenda, as defined in this document.



### **Economy of Preparation**

Proposals must be prepared simply and economically, with the maximum number of pages. They should provide a straightforward and concise description of the Air Pollution 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 and APCB that will result in a formal purchase agreement between the parties.

### **Duration of Contract**

This shall be for an initial twelve (12) month term with two to four optional twelve (12) month renewal terms available at the mutual agreement of both 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 at or before the time and date specified in 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/dated cover page;
- Signed/dated Affirmative Action Plan;
- Signed/dated Iran Divestment Act form;
- Signed/dated/Notarized No Contact/No Advocacy form
- Complete proposal
- Pricing
- Correct number of copies in specified formats
- A statement of alternative terms required if vendor does not agree with the City of Chattanooga Standard Terms and Conditions posted at <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>.
- Current vendor preferred contract form (if vendor has a Pro Forma contract)

### 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**

Vendors may be requested by The City to demonstrate the Air Pollution 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 affected departments and administration.

### **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 may be modified by provision of a contract. If standard practice for any vendor, that vendor is required to submit current contract forms (pro-forma) 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 and The Air Pollution Control Bureau. The vendor may propose additional features and options to be considered for the Air Pollution Software. The sequence in which the following items appear in this document does not represent 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 out of support and cannot be upgraded to current technology standards. The new solution will be supported by the chosen vendor and will be maintained by the chosen vendor 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 on what the average upgrade and implementation of Air Pollution Software 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 Air Pollution Software solutions, should demonstrate a thorough knowledge of the differences associated with municipal government Air Pollution Software solutions 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 Air Pollution Software solution.

## Training

Proposals must include all training plans and costs. Training must be provided for each City and Air Pollution Control Bureau role required for implementation and for future sustainability of the proposed Air Pollution 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:

- Creation of an emissions inventory system containing multiple forms, fields for data entry and navigation tools identified by APCB.
- Assign the reports to users similar to a workflow
- Needs to be able to search any of the fields for data that has been inputted

- Needs the ability to run reports on the data and export (csv, xlsx, other standard formats)
- Needs to be able to snapshot database at current state and edit saved snapshot data. During that time we will need to continue updating the current (non-snapshot) database or other satisfactory method.
- Needs to be able to freeze snapshot of database after a certain deadline discontinuing further editing or other satisfactory method.
- It will need to have a gasoline station emissions module
- Fields will need to have default values (drop list) for faster accurate entry and the ability to alter those values.
- Store all data indefinitely
- APCB profile user role types examples: bookkeeper, engineer, inquiry, admin, etc.
- APCB needs to be able to access administrative privileges and assign roles
- Empty field notifications for once an entry has been started but not completed with modifiable date range and user contact
- Required fields not allowing submission until those fields are completed and ability to choose which fields.
- Need to be able to run customized reports, label and save report to run again.
- Need to be able to search on multiple data fields simultaneously and pull data that can create customized ad hoc query.
- Monthly invoice reports and manually pulled reports - automatically populates invoice number
- Large report export that goes to EPA - over 6,000 fields csv.
- Accommodates 15 plus users.
- Thorough onsite training for all staff using services
- Mobility, able to input data offsite.
- Export should format to EPA's technical criteria for accepting data from that database and be flexible to update to future EPA requirements.
- Vendor to keep software up to date with EPA's requirements and standards.
- Ability for 3rd party sources to report data to APCB directly.

## Technical Requirements

- The solution should be web based and preferably in a managed and hosted environment.

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

## Section V: Evaluation Criteria and Scoring

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

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

### CRITERIA

1. Vendor will be awarded up to 40% of the total weighted score for Competence to Perform the Scope of Work (*Software - capacity for scope of work; Teams' Demonstrated Ability to Perform Scope of Work, for example: expertise, roles and responsibilities of specific staff to be assigned,*) and for the Approach to the Scope of Work (*for example: goals, measurement points, steps, time frame, communication plan*).
2. Vendor will be awarded up to 30% of the total weighted score for Technical Quality (*Software - presentation, ease of use, other functionality, compatibility, etc. ).*
3. Vendor will be awarded up to 15% of the total weighted score for Qualifications and Team Experience (*For example: combination of education, work experience, certification, and other background that makes individuals and team uniquely qualified to succeed in the Scope of Work*).
4. Vendor will be awarded up to 5% of the total weighted score for Reference Projects, for example: past work of similar nature in scope, size, outcome.
5. Vendor will be awarded up to 10% of the total weighted score for Price/Value/Total Cost.



## Appendix A: Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for an Air Pollution Software solution, proposes to furnish products and services to The City and The Air Pollution Control Bureau in accordance with that request.

The summary below reflects projected cost for The City and The Air Pollution Control Bureau for the Air Pollution Software 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. : 169427/Air Pollution  
Software Solution

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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: Iran Divestment Act

### 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 D: No Contact/No Advocacy Affidavit (continued on next page)**

**No Contact/No Advocacy Affidavit**  
City of Chattanooga, Purchasing Division

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ (agent name), being first duly sworn, deposes and says that:

He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_  
\_\_\_\_\_ (business name), the Submitter of the attached sealed solicitation response to Solicitation #\_169427/Air Pollution Software Solution\_;

\_\_\_\_\_ (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Appendix E: 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 F: 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.

## 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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