

REQUEST FOR PROPOSAL

NUMBER 06-33



Department of General Services

CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM

David Friedlander
Division of Purchasing & Contract Management

Any alterations to this document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

NOTICE

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at *Jan.Wiles@Nashville.gov* **Metro will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number	06-33
Company name	_____
Mailing address	_____

Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Send amendments by (check one): fax e-mail

Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

Amendments also will be posted on the Metro Government Purchasing web site (http://www.nashville.gov/finance/Support_Services/purchasing/bob_letter.htm) in a PDF format. Check the Expanded Information page for the particular proposal solicitation for any posted amendments.

**Customer Relationship Management System RFP
for Metro Nashville, Davidson County
Request For Proposal # 06-33**

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1 Request for Proposal

1.1 Introduction

The Metropolitan Government of Nashville and Davidson County (“Metro”) seeks a comprehensive Customer Relationship Management (CRM) System. Metro invites all qualified Service Providers (SP) to submit written proposals that clearly explain how their combination of professional services, software and equipment offered will best satisfy Metro’s requirements and operational objectives as described in this Request for Proposal (RFP).

It is Metro’s intent to expand the existing Customer Call Center to a Metro-wide 311 Center, based on findings and recommendations from an assessment completed by Gartner in September 2003. The *311 Call Center Strategy Preliminary Analysis* assisted Metro in understanding CRM and Customer Support Services concepts; identified objectives and how 311 Metro could be implemented; defined high-level operational and technical environment for handling service calls from the public; and identified relevant operational and technical alternatives for implementing 311. The Gartner report outlines the business case for 311 and can be found at http://www.nashville.gov/finance/dept_reports.htm. Interested SPs are encouraged to review this assessment.

Metro intends to award this contract to the SP offering the best overall solution. Metro will consider proposals for both purchased solutions (to reside behind Metro’s firewall) and outsourced (hosted) solutions. For either solution, Metro requires a single SP to act as prime contractor and provide a comprehensive solution. The SP must assume all legal, project management and financial responsibility for all hardware (purchased for this project), software and professional services including integration, implementation and support, necessary to satisfy the requirements described in this RFP. The SP will be responsible for all aspects offered in their proposal whether performed by the prime SP’s own employees or through the use of subcontractors. The SP must submit one consolidated response that contains all cost items, including those of any third-parties or subcontractors. The SP shall be the sole point of contact for Metro with regard to all project and contractual matters. Adherence to the rules set forth in this RFP is mandatory to ensure a fair and objective analysis of all proposals. All responses must be submitted on the forms provided or exact copies of such forms. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a submitted proposal. Receipt of a proposal by Metro or a submission of a proposal to Metro confers no rights upon the SP nor obligates Metro in any manner.

1.2 Project Objectives

Metro seeks a CRM solution that will meet the ever-changing needs of Metro and its citizens and visitors. Metro has identified the following primary operational objectives for this system:

- Enhance services and information provided to Nashville and Davidson County residents and visitors through the existing customer call center
- Improve Metro’s capability to manage services through better data and increased accountability
- Position the customer call center to expand its services to become a Metro-wide 311 call center

1.3 Project Scope

The selected SP will be expected to provide a fully automated CRM system. In addition to providing this new system, the Service Provider will be expected to integrate its solution with other systems that are

currently in place where data exchange is either necessary or beneficial to Metro's ongoing operation. The SP is expected to provide all hardware, software and services required to deliver a complete and integrated solution that best meets the requirements of this RFP.

The system must be capable of dealing with 2 primary kinds of customer interactions:

- **Inquiries:** The system must provide for maximum capability of the customer call center to handle any general inquiry quickly, completely, consistently, and accurately.
- **Service Requests:** The system must enable the customer call center to delegate, track, and report on service requests to various Metro agencies. This requires interfaces to existing and upgraded Metro information systems.

1.4 RFP Inquiries

All questions must be sent by fax or e-mail to **David Friedlander** at the Division of Purchases. The fax number for the Division of Purchases is (615) 862-6179, and the e-mail for David Friedlander is david.friedlander@nashville.gov. Please include as reference the RFP, page, and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Metro is not obligated to respond to requests for clarification or interpretations, especially those that are not received in a timely manner. Inquiries received within ten (10) business days of the due date set for receipt of proposals will not be considered. Metro, in its judgment, may issue written addenda if it determines the answer to a question is relevant to all proposing SPs. Any interpretations made by Metro will be expressed in the form of a written addendum and conveyed to all proposing SPs no later than five (5) days prior to the date set for receipt of proposals.

To ensure fair consideration for all potential SPs, Metro prohibits communication to or with any department, bureau or employee during the RFP process, except as described above. Additionally, Metro prohibits communication initiated by the SP to any official or employee evaluating or considering the proposals prior to the time an award decision has been made. **Any such communications initiated by a Service Provider may be grounds for disqualification from consideration for award of this proposal and/or any future proposal.**

The SP must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, call David Friedlander at (615) 880-2783.

1.5 Method of Source Selection

Metro is using the Competitive Sealed Proposals method of source selection, as authorized by § 4.12.040 of the Metropolitan Procurement Code, for this procurement.

An award, if made, will be made to the responsive and responsible SP whose proposal response(s) is most advantageous to Metro, taking into consideration cost and the other factors set forth in this RFP. Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro will, as it deems necessary, conduct discussions with responsible SPs determined to be reasonably susceptible of being selected forward for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.6 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on **Friday, April 28, 2006** commencing promptly at **10AM** and will be held at the Division of Purchasing & Contract Management Training Room located at 222 Third Avenue North, Suite 601.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning regarding the RFP with all prospective Proposers having an equal opportunity to hear and participate. Verbal questions will receive verbal responses, neither of which will be official, nor become part of the RFP.

Only written responses to written questions will be considered official. Written responses to all written questions will be e-mailed, faxed, or mailed to the prospective Proposers who requests copies of the amendment. Additionally, this same information will be available for view and/or download from the following Metro website and be located on the Bidding Opportunities Bulletin (“BOB”). This will be included in the RFP thereby as an addendum:

http://www.nashville.gov/finance/Support_Services/purchasing/bob_letter.htm

All prospective Proposers are encouraged to attend. This will be the only pre-proposal conference for this solicitation.

1.7 Estimated Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Release RFP	April 14, 2006
Pre-Proposal Conference	April 28, 2006
Deadline for Receipt of Written Questions	April 26, 2006
Issuance of RFP Amendment addressing questions received	May 2, 2006
Proposal Close Date	May 12, 2006
Complete Evaluation of Proposals	ASAP
Contract Effective Date	July 1, 2006

1.8 Submission of Proposals

Metro will not accept any proposal responses received after the stated date and time, and shall return such late proposal responses to the Proposer, or file the response unopened.

Proposers must submit one (1) original hard-copy of the proposal response. In addition, Proposers must submit seven (7) electronic copies of the proposal on separate CD-ROM's. The CD-ROM copies must contain all information submitted in the hard-copy and be in the same order as the hard-copy proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note “Request for Proposal enclosed.” Metro will not assume responsibility for proposals delivered to the Division of Purchases past the time/date stated herein by third-party carriers.

Proposals shall be sealed and be received no later than **3:00 P.M. CST on May 12, 2006** Proposals received after this time will not be accepted and will be returned unopened. All proposals shall be submitted sealed and plainly marked with the proposal title, Service Provider name, and time and date of the proposal deadline. All proposals shall be submitted to:

**Metropolitan Government of Nashville and Davidson County
Division of Purchasing & Contract Management
222 Third Avenue, North, Suite 610
Nashville, TN 37201**

Each SP is responsible for the entire content of its proposal, including completeness and accuracy. Careful and complete preparation is essential to ensure the objective and timely evaluation of each proposal. Incomplete or unspecified information will hinder the evaluation process and may negatively influence a SP's score. The quality of the SP's proposal will be viewed as an indicator of the SP's business capability and interest in this project.

Each SP response must follow the format described in this RFP and include all requested information. Responses that do not follow the prescribed format or that do not include all required forms and information may be deemed unresponsive and may not be considered. Upon receipt of proposal, Metro will presume that the submitting SP is thoroughly familiar with all specifications and requirements set forth in this RFP. The failure to examine or omission of any form, instrument or document shall in no way relieve Service Providers from any obligation in respect to this RFP.

1.9 Supplemental Instructions or Changes

Any supplemental instructions or changes made by Metro will be in the form of written addenda to this solicitation. Any addenda will be made available to all prospective SPs that have submitted the Notice of Proposal, prior to the due date for submittal of proposals. Metro presumes that each SP has received any addenda so issued and such addenda shall become a part of the proposal submittal.

Those who have not obtained this proposal solicitation document directly from Metro are responsible for immediately notifying Metro to receive all written addenda on a timely basis. Any SP who submits a proposal without receipt of all addenda issued may be deemed to have submitted a proposal that is not responsive.

1.10 Taxes

The Metropolitan Government of Nashville Davidson County is exempt from all taxes. A copy of the tax-exempt certification is available upon request.

1.11 Cost of Preparation of Proposal

Metro is under no obligation to pay those submitting proposals for the information received. Metro will not pay costs incurred during the proposal preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing SP, with the exception of costs associated with Metro personnel visits to other sites.

1.12 Reserved Rights

All proposal material submitted becomes the property of Metro. Metro reserves the following rights, at its sole discretion to:

- Amend, waive, modify, or withdraw (in whole or part) the RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate.
- Waive minor irregularities in proposals, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining RFP requirements or excuse the SP from full compliance with the RFP specifications and other contract requirements if the SP is awarded the Contract.
- Reject any or all proposals for any reason, or to make no award.
- Require modifications to initial proposals.
- Make partial or multiple awards.
- Extend the deadline for submission of proposals.
- Accept a proposal other than the lowest price proposal.
- Purchase any and all available equipment (both hardware and software), per the specifications identified in the SP's response, outside of this procurement, if doing so is of significant financial advantage to Metro.
- Negotiate or hold discussions with any company submitting a proposal.
- Use without limitation any or all of the ideas from submitted proposals.
- Inspect any facility or project site where the services under the resultant contract are performed.
- Inspect and approve any equipment used by the contractor to perform services.
- Interview, (in person for program management personnel in Metro offices within Nashville, or by phone for others), any SP personnel prior to their assignment to this project at the expense of the SP, and with no additional cost to the Metro. Metro reserves the right, exercising good-faith, to accept or reject the assignment, or require the subsequent removal, of any SP candidate, or person assigned to the project, including the Program Manager and Project Manager if such rejection or removal is reasonably related to Metro good-faith concerns with the candidate's negative impact on the project, including without limitation an inability to work cooperatively in a professional manner with Metro personnel when required to accomplish tasks under this Agreement.

1.13 Presentation, Scripted Demonstration and Interview

Selected SPs may be invited to make presentations to Metro personnel. SP representative(s) attending these presentations must be qualified to respond to questions related to any component of the proposal, including the systems and their components. The SP should be prepared to fully demonstrate any of the system functionality that has been characterized in the response as being currently operating in a production environment.

Presentations, scripted demonstrations and/or interviews will be held at a yet to be determined location within Nashville. Software demonstrations will follow a scripted format to ensure a fair evaluation of each proposed solution. The SP will be provided with the demonstration scripts in advance of the actual demonstration to ensure ample preparation time. The SP should be prepared to provide user documentation (e.g., manuals, training material) as part of the demonstration.

Metro may also require finalists to facilitate site visits to other agencies where a similar system is in operation. Metro will pay all Metro related travel expenses associated with these visits. The key project team members, specifically the proposed Project Manager, must be available to attend these presentations and be able to answer questions.

1.14 Use of Subcontractors/Constraints on Contractor

While there must be a single Service Provider in the role of prime contractor responsible for the entire effort, the SP may include the use of subcontractors (“Subcontractors”). The prime SP will be responsible for delivery of the entire system and performance of all subcontractors. Proposed subcontractors are subject to approval by Metro, which reserves the right to refuse or reject a subcontractor, or following approval, the right to have a subcontractor removed from the scope of work contemplated in this RFP. SP shall promptly comply with any request to remove a subcontractor.

The proposal must include all required company information for each subcontractor. The prime SP must ensure that the subcontractors sign all required non-disclosure and proprietary rights agreements pertaining to this procurement.

The successful Proposer shall provide to Metro that design services, as well as any construction, repair, or other infrastructure improvements made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act (“ADA”) and Architectural and Transportation Barriers Compliance Board, Federal Register 36CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA); Accessibility Guidelines, proposed rule, November 16,1999, as has been adopted by Metro.

1.15 Evaluation

Metro will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, the SP should exercise particular care in reviewing the Proposal Format required for this RFP. Any response that takes exception to any mandatory items in the proposal process may be rejected and not considered.

Metro will then use an evaluation panel appointed by the Metropolitan Government Purchasing Agent that is comprised of project stakeholders and other Metro personnel and/or consultants to evaluate the remaining proposals. Each proposal will be evaluated on a variety of quantitative and qualitative criteria. The selected proposal will represent the **Best Value**: highest level of desired deliverables in the most cost-effective manner that most closely meets Metro’s requirements. The lowest price proposal will not

necessarily be selected. Metro may award based on initial proposals received, without discussion of such proposals.

Metro will evaluate the proposals in detail. This detailed evaluation may result in one or more finalists. Metro may request presentations by finalists and may carry out contract negotiations for the purpose of obtaining best and final offers.

Metro will use a pre-determined weighting process to evaluate all proposals that are submitted in accordance with this RFP. The specific evaluation criteria reflect the priorities and factors that Metro believes most important to selecting a service provider for the scope of work contemplated herein. **The following general criteria will be used to evaluate each proposal:**

1.15.1 Overall Completeness – 5%

Is the proposal complete and does it contain all of the required information in the specified order and format? How well has the SP conveyed their understanding of the project purpose, scope and objectives? Is the SP proposing a sound, reasonable, high-quality approach to this project that is indicative of a SP that has a history of solid experience and success with similar projects? Has the SP identified any unique or unforeseen challenges with the project and what is its plan to address them?

1.15.2 Risk Management – 5%

Does SP offer a sufficient risk mitigation strategy? How well has the SP conveyed their understanding of the level of risk involved in this project and their willingness to share responsibility for that risk? Is the SP offering terms and conditions sufficient to adequately protect Metro's interests and mutually ensure a successful project.

1.15.3 Ability to Execute – 5%

Does the SP have the experience, expertise and financial stability to execute this project? Is the SP capable of acting as the prime contractor? What has been the experience of other customers that are of similar size and complexity? Has the SP described a service organization that can support Metro's ongoing needs after implementation?

1.15.4 Functional Requirements – 20%

How well does the proposed solution address the functional requirements? What level of customization is required and at what cost?

1.15.5 Technology and Integration – 20%

Is the overall technical design sound? Has the proposed system been proven to work in environments similar to Metro's? Has the SP demonstrated experience with similar system interfaces and integration challenges?

1.15.6 Implementation Plan – 10%

Is the project plan and schedule realistic? Has the SP clearly articulated the project roles and responsibilities? Has the SP clearly described the potential project risks and how they plan to control scope, cost and schedule?

1.15.7 Cost – 30%

Has the SP established the best value? Is the project cost within the anticipated budget? How does the total cost of ownership (implementation and maintenance) cost compare to the other proposals?

1.15.8 Small Business Participation – Up to 5%

Based on amount of Small Business Participation as compared to Service Providers total cost. See Section 1.18 Small Business.

1.16 Exceptions to the RFP

The format of the RFP must be followed and all requested information must be submitted as indicated. However, Metro is receptive to any additional suggestions pertaining to services and/or system capabilities in addition to those contained in the RFP that the SP believes would be beneficial to Metro. Any exceptions to any portion of this RFP must be clearly specified in your proposal.

1.17 Confidentiality of Documents

All documents submitted, as part of the SP proposal will be deemed confidential during the evaluation process. SP proposals will not be available for review by anyone other than the Metro Evaluation Team. Pricing cannot be considered proprietary information. Following award of contract, all proposals become public documents and are available for public view through Metro purchasing upon request.

1.18 Small Business

1.18.1 Incentive for Small Business Participation

Metro provides an incentive to each respondent to this RFP to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, it rewards a SP for committing to use small businesses as subcontractors by considering the minimum dollar value of committed small business subcontractor participation. In addition, if the respondent is a small business, it also rewards the respondent for the amount of work it commits to self-perform. The relative percentage of total committed small business participation in a particular SP's proposal will determine how many points it receives in the small business participation category.

SPs who desire assistance in locating potential Small Business Subcontractors and suppliers are encouraged to contact Ms. Roxanne Bethune, Metro's Small Business Liaison Officer, at (615) 862-5461 or via e-mail at roxianne.bethune@nashville.gov.

1.18.2 Definition of Small Business

A "small business" means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth on the "*Affidavit for Claiming Status as a Small Business*" included as part of this RFP (Appendix F).

1.18.3 Documentation Requirements

If SP proposes to utilize subcontractors that are Small Businesses, and/or if the SP intends to claim small business status for itself, SP must list small businesses' names, the committed percentage of work each will perform, and the area of work in the *List of Proposed Small Businesses* form included as part of this RFP (Appendix E).

Metro will not permit changes to the list of proposed small businesses after the proposals are received and opened except as authorized by law. Submission of a proposal shall constitute SP's representation that neither SP nor an officer, agent or employee of SP, or the spouse, parent or child of an officer, agent or employee of SP, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Contract. Further, submission of a proposal shall constitute SP's representation that every subcontractor claiming status as a small Business for purposes of this Contract has been doing business under its current name and ownership for at least one year prior to proposal date in the trade in which it will be employed by SP in the performance of Contract work. SP shall collect and submit with its Proposal an "AFFIDAVIT FOR CLAIMING STATUS AS A SMALL BUSINESS" from each proposed Small Business. A blank copy of this Affidavit form is included as an attachment to this RFP. As a condition of progress payments to the contractor, Owner will require that Contractor submit evidence of participation of and Contractor's payment to all Small Businesses participating in the Project.

This evidence shall be submitted monthly and consist of Copies of Subcontracts, Subcontractors' Applications for Payment, Subcontractors' Certified Payrolls, and proof of payment for Small Business Subcontractors; and Purchase Orders, Invoices, and Proof of Payment for Small Business Suppliers.

If, during the course of the Contract, Contractor fails to submit monthly reports, maintain the level of small business participation shown in Contractor's Proposal, or if any material representation made in Contractor's Proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business is shown to be false to the satisfaction of Owner's designated representative acting in good faith, Owner may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, withhold payments and/or terminate the Contract.

Whether or not Owner terminates the Contract, immediately upon demand, Contractor shall refund to Owner the difference between Contractor's total base proposal and the total base amount of the next lowest responsive and responsible offer submitted, or any lesser portion thereof that Owner, in its sole discretion, deems appropriate. Further, in the event that Owner terminates the Contract, Contractor shall pay Owner's full procurement costs, including, without limitation, any costs associated with procurement delays. Owner will institute debarment proceedings against any SP that misrepresents in a proposal any material fact concerning the Small Business status of any Subcontractor or SP's involvement in the ownership, operation or management of any Subcontractor claiming status as a Small Business.

1.19 Terms and Conditions

All proposals shall be valid for a period of not less than one hundred and twenty (120) days from the proposal close date. Any contract resulting from this RFP shall be subject to the terms and conditions set forth in Appendix B, "*Licensing of Software Products and Services*"

1.20 Ambiguity, Conflict, or Other Errors in the RFP

If a SP discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify Metro of such error in writing and request modification or clarification of the document. Metro will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from Metro. The SP is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

2 Current Environment

2.1 Metro Customer Call Center

The Metro Customer Service Call Center is the central point of contact for inquiries regarding Metro Nashville Government. The Call Center began serving customers in 2002 and is located in the Department of General Services. The hours of operation are from 7:00 AM to 7:00 PM Monday through Friday. There are nine call center representatives, including two bilingual representatives, and one manager. In 2005, the Call Center received over 288,249 phone calls and 4,821 e-mails. Calls and e-mails regarding Metro Public Works, primarily the trash collection and recycling programs, accounted for 53% percent of the total volume. General Metro Nashville Government inquiries accounted for 29% of the volume. Metro employee benefits and non-government related calls each totaled 18% of the contact volume.

2.2 Current Technical Environment

This section describes the technical environment in place within Metro Government.

2.2.1 Network Infrastructure

Metro maintains a comprehensive local and wide area network. SP should assume that Metro will provide network connectivity to user workstations using 100Mbps Ethernet connections.

The Metro network is an OC-48 SONET WAN that is sectorized with switches, routers, and firewalls. Metro-leased fiber connects 19 major SONET backbone locations, and provides service to a total of 239 Metro locations including fire stations, City Hall, courts, police headquarters, Public Works, Emergency Communications Center, and the Planning Commission. Other facilities, such as remote fire halls and Parks Department locations are connected via T1 or point-to-point wireless telecommunications. Microsoft servers running 2003 active directory, Microsoft file servers, database servers, application servers, web servers support Metro's technological needs.

2.2.2 Hardware and Software Infrastructure

- Over 7000 desk/laptop computers installed with Windows 2000 or XP are utilized by Metro employees. All desktop computers contain Microsoft Office 2003 or later office automation software and use Internet Explorer 6.0 to connect externally to the Internet and internally to intranets and other departmental specific software. Currently, client-server, web-based, and mainframe-based architecture support Metro-wide applications.
- Information Technology Services (ITS) supports most Metro computers and software and employs systems analysts, network analysts, and help desk support staff. ITS performs backups and maintains the servers, workstations, software, and network environment for most Metro agencies.
- ITS develops new software using Microsoft SQL and Microsoft.net. For new applications, ITS prefers to deploy a web-based model rather than thick-client or client-server. Both SQL Server and Oracle databases reside on Windows 2003 and UNIX servers respectively.
- Data Center: Metro maintains both a primary and a back-up data center for all mission critical servers.
- Servers: Metro supports primarily Windows 2003 Server. Metro also supports two redundant multi-LPAR IBM AS/400 model 825 i-series platforms with IBM O/S 5.x, using Vision software to maintain

currency. Metro prefers the configuration of separate individual servers for database, application and data/image storage.

- Database: Metro supports Microsoft SQL RDBMS and Oracle at the enterprise level. Other RDBMS platforms are not currently supported.
- Active Directory: Metro supports a Metro-wide Active Directory environment for pass-through authentication. To the extent possible, Metro prefers not to maintain separate user access lists and associated account administration for each application.
- Shared System Services: Metro maintains several shared system services such as Active Directory, shared file and print services, DHCP, DNS, WINS and Exchange.
- Metro maintains a centralized Storage Area Network (SAN). Servers connect to the SAN using Fiber Channel Host Bus Adapters (HBA) with fail-over. Metro servers are also required to use HBA for back-up.
- Metro currently provides full automated backup services using NetBackup and shared tape arrays.

3 Service Provider Response

3.1 Instructions

To facilitate a uniform response and to expedite the scoring process, the following response format must be used. Proposals that do not follow the required format may not be considered. Each response must consist of at least three parts; A, B & C. Each part must be clearly marked and separated.

Proposers may propose a purchased solution (to reside behind Metro’s firewall) **and/or** an outsourced (hosted) solution. Proposal Sections should be clearly labeled as to whether the solution proposed is “behind the firewall” or “hosted.”

Part A is a written narrative response and includes the following sections:

- Section 1—Executive Summary
- Section 2—Company Information
- Section 3—Qualifications
- Section 4—References
- Section 5—Technical Requirements
- Section 6—Implementation/Integration Approach
- Section 7—Training & Documentation
- Section 8—Warranty and Maintenance Requirements
- Section 9—Exceptions to RFP
- Section 10—Required Forms

Part B, is the completed Functional Requirements Matrix, Appendix A

Part C, is the completed Cost Proposal, Appendix C

Part D, (optional) is any additional marketing materials (e.g., demonstration CDs) and/or system documentation (e.g., user manuals)

3.2 Part A – Narrative Response

Part A is a narrative summary response. Service Providers are encouraged to answer all questions directly and to the point. Service Providers should limit the use of “boilerplate” responses that contain information that is not relevant to Metro. Service Providers may include additional marketing and/or supporting materials in separate and clearly marked appendices to their response, if necessary. This section must not include any pricing information. Pricing information should only be included in Part C, Cost Proposal.

3.2.1 Section 1: Executive Summary

This section should be clearly marked as Part A, Section 1 – Executive Summary.

In the Executive Summary, the Service Provider must clearly explain its understanding of the project, and how its solution is the best overall value for Metro. The Executive Summary should include a description of the overall solution and project approach. The Executive Summary should be no more than five pages.

3.2.2 Section 2: Company Information

This section should be clearly marked as Part A, Section 2 – Company Information.

In this section, please include the following information for the prime Service Provider and each subcontractor (if any) that will be involved in the delivery of this project.

1. Name and corporate address.
2. Primary contact and at least two secondary contacts. Please include all pertinent contact information (e.g., telephone, fax, e-mail).
3. Project role. Indicate specifically what part(s) of the solution the company will be providing and its specific role (e.g., prime or subcontractor).
4. Company history. Briefly describe the company's history, years in business, expertise and background.
5. Number of office locations, and the office location that will be handling this project.
6. Number of full time employees.
7. Company financials. Provide annual revenue and income for the past three fiscal years. Provide a copy of the company's last complete year's audited financial statement.
8. Bank reference. Provide at least one bank reference.
9. Dunn and Bradstreet. Provide company's D&B number, if applicable.

3.2.3 Section 3: Qualifications

This section should be clearly marked as Part A, Section 3 – Qualifications.

In this section, please describe what uniquely qualifies your company to successfully execute this project. Please include, at a minimum, the following information:

- Unique Qualifications. What unique qualifications does the Service Provider have that will ensure project success?
- Project team. Service Provider must demonstrate management and staff qualifications and capability to staff and supervise the development, installation, integration and testing of the proposed system. Include professional resumes for each of the proposed project team members to be assigned to this project. Include a description of *relevant* experience and expertise.
- Technical capability. Service Provider must clearly demonstrate its technical qualifications to deliver and support the installation and testing of the proposed system. The Service Provider should demonstrate extensive knowledge and experience in the technologies to be deployed.
- Vision. Service Provider should clearly explain its role in the CRM community and vision for CRM systems. What plans does the Service Provider have for the future and how should these plans impact Metro's decision? What technology changes are planned that will enhance the performance and longevity of the systems being proposed. What current or future initiatives are the Service Provider involved with that will enhance functionality over time?

3.2.4 Section 4: References

This section should be clearly marked as Part A, Section 4 – References.

In this section, please include at least five (5) references that represent a system that is similar to that which is being proposed. For each reference, please include the following information.

- Site Name and Location

- Name and contact information
- Date of installation
- Clear indication of size of installation
- Reference summary. Service Provider should describe specifically why this reference represents a system similar to what is being proposed.

3.2.5 Section 5: Technical Requirements

This section should be clearly marked as Part A, Section 5 – Technical Requirements.

In this section of your response, please address each of the following technical requirement subsections. Each subsection must be separated and clearly marked.

3.2.5.1 System Hardware

Metro requires a system that has been designed using a modern, state-of-the art technology platform that has been proven in an environment similar to Metro's. Metro requires that the system be easy to maintain and supported and that it has a useful life of at least ten (10) years.

In this subsection, please describe the overall system architecture being proposed. This section should contain sufficient detail to make clear the proposed architecture including the hardware, operating system and network environments. Only include items that are being proposed and do not include general or generic descriptions, if they do not apply specifically to the hardware / software configuration being proposed. At a minimum, this section should address the following areas:

- SP must provide detailed specifications of all required system hardware. *Metro retains the option to purchase any or all hardware separate from this procurement if it is in Metro's interest to do so.* If Metro elects to purchase hardware separately, Metro will rely on the SP to provide detailed specifications. If Metro elects to purchase hardware as a part of this procurement, SP will be required to provide all required hardware, unless it is specifically identified in the proposal that they intend to use something that already exists at Metro.
- SP can assume Metro has and will provide a high speed network infrastructure, file and print servers, e-mail systems, desktops and printers. SP must provide a detailed explanation and an itemized list of any special hardware and/or software that may be required.
- SP must describe the recommended minimum memory, disk storage, operating system and computing power required for user workstations. Any distinction between developer or end user workstations must be duly noted. The proposed hardware sizing must accommodate growth and be capable of handling additional work during weather-related emergencies.
- SP must describe the server architecture such as web, application, database, network, backup, and telephony servers and include the recommended memory, disk storage, operating system, etc.
- SP must include details on strategies needed for load balancing, data-backups, and long-term archival of request data.
- SP must describe how the system will store all data in a relational database. The system design must allow the operating system and database to run with little or no supervision with system administrator tools that are intuitive and easy to use. Functional and management features should include but not be limited to on-line backups, transaction control to include rollback and commit functionality, restore and roll forward to point of failure functionality, row level locking, unique and non-unique indexing, automatic enforcement of referential integrity, set of management tools, and ODBC compliance.
- The SP must describe the proposed telecom interface to Metro's existing Nortel CS 1000M phone system and Symposium Call Center. The SP must detail the maximum number of phone lines and/or simultaneous callers the system will support. The SP shall also include the process for monitoring and

expanding the system to accommodate an increased number of callers including communications interfaces, memory, and disk storage. The SP must detail all customer requirements for the system.

- The SP must describe how the administration module for logging and tracking problems will be executable from any workstation connected to the network.
- The SP must describe how the system management module should include statistical reports detailing the numbers of users, request counts and resolutions, and other management reports. The proposal should include an example of each standard report and describe the reporting tool or capabilities of generating a custom report.
- SP must describe the proposed method of interfacing to solutions created by Metro or devised by other SPs at Metro's request. This includes but is not necessarily limited to providing Metro with the information necessary for software interface creation (such as API or Application Programming Interface, database schematics, table descriptions, etc.) and being compatible with industry-standard database and networking technologies.

3.2.5.2 System Software

Metro requires a system that has been developed using modern, generally accepted standards-based development methods, tools and software. Metro requires adequate rights, protection and/or licensing to ensure their ability to continue to maintain the application software in the event that the SP is no longer willing or able to support it during the life of these systems.

In this subsection, please describe the application software, including the development environment, in sufficient detail to make clear how the software is developed and deployed. At a minimum, this section should address the following:

- The SP shall describe all software to be provided to implement the proposed system.
- The SP shall describe all licenses required to provide access to all authorized users of the system.
- Development Environment. SP must clearly explain development language(s) used to build each of the proposed systems and/or various system components. SP should include the development language, platform and version. SP should also include an explanation of the development process, how system components are designed, developed, tested and deployed. SP must clearly explain their position on source code, and whether or not the source code is made available to Metro and if so, under what circumstances.
- Operating System Environment. SP must clearly explain the computer operating system(s) used in the proposed solution. SP should explain the preferred, proposed and supported operating systems for both the client and server environments.
- SP must clearly identify all environments needed to support the implementation. Include each environment, its purpose and life expectancy. (i.e. development, conversion, test, training, production)
- Application Database. SP must clearly explain the database environment being proposed to support the system. SP should explain the preferred, proposed and supported database environments. SP should explain in detail the database administration processes required to support the proposed systems, including the data management, back-up, archiving and purge capabilities.
- Software Licensing. SP must clearly explain each software licensing schema for all proposed systems. SP must clearly identify all required licenses, including, but not limited to, application software

including all individual modules, operating system, database, third-party software, configuration or reporting tools and describe how each license is purchased (e.g., site license, concurrent user...) and administered (e.g., as part of maintenance). SP should explain what, if any, license implications there may be if Metro adds or changes the user count over time.

- System Administration. SP must clearly explain the level of system administration required to maintain each of the proposed systems. SP must describe the level of experience / expertise required. SP must suggest, based on past experience, the number and type (full or part time) of positions that Metro should plan for in order to best support the proposed systems.

3.2.5.3 Authentication

- SP must describe the authentication process to be used. Microsoft Active Directory (AD) is Metro's central authentication for access to email, printers, directories, files and many current applications. Maintaining the user IDs, passwords. Daily account maintenance with proper procedural checks and balances is needed to assure that AD is appropriately and timely synchronized with the changing status of the affected users and so that the risks of social engineering exploits are mitigated. This same effort and attention is needed for any list of accounts and access rights on the network. Therefore it is in the best interests of Metro from the perspectives of both cost and security, that "pass-through" authentication using the accounts and rights already listed in AD be strongly preferred for this system.

3.2.5.4 System Performance & Availability Requirements

All proposed systems must be designed and configured in such a manner to operate efficiently during peak periods and to have minimal or no downtime.

The following are the System Performance and Availability requirements:

- SP shall provide a system that has been configured so that no single component failure (hardware or software) would result in the entire system becoming unavailable.
- SP shall provide a system that has support 24x7 with a normal maintenance window and a 99% up time expectancy – without exception including system maintenance and upgrades.
- SP shall provide a means of continuing operations in the event of a total system failure.

In this subsection, please describe how the proposed system has been or will be designed to meet the system performance and high-availability requirements described above. At a minimum, this section should address the following:

- SP must clearly explain how high-availability and consistent system performance is achieved. SP should include system design diagrams, as appropriate.
- SP must clearly explain what, if any, additional network, environmental or building infrastructure items or site prep Metro should be prepared to provide in order to support the proposed solution.
- SP must clearly explain what, if any, conditions may influence or impact system availability and / or performance that Metro should take into consideration.
- SP must clearly detail recovery points within the application that would allow recovery after an availability interference with a minimum of lost data.

3.2.5.5 Data Management & Retention

The following are the Data Management & Retention requirements:

- All operational data must be immediately available via online query to properly authorized system users for a period of **36** months.
- System must be capable of backing up 100% of the databases and software to portable electronic media for off-site storage. Recovery and restore software procedures must be supplied to rebuild the system in part or in total, depending on the need at the time.
- Backup and restore capability must include both full backup and incremental backup.
- Data backup and other system administration functions for all Metro locations must be manageable from a central site.

In this subsection, please describe how the proposed system has been or will be designed to meet the data retention requirements described above. At a minimum, this section should address the following:

- SP must clearly explain how data is managed both on and off-line. SP should describe any differences between online, real-time data access and near or off-line data access.
- SP should clearly explain how additional storage capacity is / can be added over time as Metro's storage needs change.
- SP must clearly explain how the initial system back-ups will be created and tested to ensure that a full system restore can be successfully completed.
- SP must clearly explain the restoration process, from full or incremental back-ups.
- If the SP intends to utilize the Metro SAN and / or enterprise back-up capability, SP must explain requirements, expectations and assumptions about what they would expect Metro to provide.

3.2.5.6 Database Requirements

- SPs should acknowledge the following requirements and describe the method for complying with them.
 - The database security will use Windows Active Directory for user Authentication
 - The system must store all data in a relational database which must be ODBC accessible.
 - The database must be SQL2000 and above or Oracle 9.2.07 or above.
 - The system must provide a user security management interface.
 - Multiple levels of user security must be available that provide for read-only access, read-write access, and update access.
 - The database must have appropriate referential integrity to support transactional replication.
 - Complete technical documentation is required, including but not limited to: Data structure, data dictionary, table description, installation procedures, troubleshooting guides, program descriptions, screen descriptions, and data archival.
 - The application and all related software must be compatible with Trend antivirus software.
 - The application must interface with Exchange 2003 for any email services and must not require users to have elevated privileges in Exchange.

3.2.5.7 System Security

Metro requires a system that supports robust and flexible security. Since this system may contain sensitive information and will be shared and used by a variety of users from different departments, Metro must ensure that the system complies with all security regulations and guidelines required by law.

The following are the security compliance requirements:

- The system shall comply with, and be administered in accordance with all policies, regulations, and best practices that are applicable, including, but not limited to, the Metro Nashville Security Policy and Procedures, the FBI/TBI CJIS Security Policy, CISP, and HIPPA.
- Applications will not be expected to meet all security points; however, exceptions should be identified and alternative controls or procedures may need to be developed and approved in advance of production implementation.
- The requirements listed here serve only as a minimum; each application or type of data may pose a specific risk that might need special consideration to ensure protection commensurate with the sensitivity classification of the data.
- Metro ITS will participate with Metro agencies, employees, and SPs in analysis, testing, and implementation support with regard to information protection.
- Metro ITS reserves the right to periodically audit the SP's application/system infrastructure to ensure compliance with the Metro Security Policy and Procedures, the FBI/TBI CJIS Security Policy, HIPPA, CISP, and these Standards. Non-intrusive network audits may be done randomly, without prior notice. More intrusive audits may be conducted with prior notice to the SP.
- If Credit Card/Payment Card processing is a part of the services provided by this application/system, then the SP will certify and maintain that any SPs handling cardholder data on an Metro's behalf are CISP-compliant SPs.
- The SP must provide electronically a proposed architecture document that includes a full network Visio diagram of the SP's application/system environment, illustrating the relationship between the environment and any other relevant networks, systems, and databases, with a full data flowchart that details where the application data resides, the applications that manipulate it, and the security thereof.
- The SP must provide complete network traffic analysis of all communications from client software to server, from server to client, and/or from server to server, including traffic direction, protocols and ports used, and descriptions of their function.

In this subsection, please describe how security compliance is or would be addressed. At a minimum, this section should address the following:

- SP must clearly explain their overall approach to security, especially when the system is shared by a wide range of users and workstation configurations, each with various security levels.
- SP must clearly explain their approach for each specific security compliance requirement. SP must clearly explain any exceptions or deviations from any requirement.
- SP must clearly identify those security compliance requirements they are already familiar with and / or have specific experience implementing.
- SP must clearly identify how the system security is set-up and maintained. SP must clearly describe what role they expect Metro to play in both the initial security set-up and ongoing security management. SP should describe the resource level and anticipated number of hours per month that Metro should expect to commit to managing the system security after implementation.
- SP must clearly identify all available points of entry to the system. This includes any access that might be available that bypasses normal security channels (e.g. "back doors"). SP should explain how these other access points are controlled by Metro.
- SP must clearly identify any known security vulnerabilities and how they are being addressed. SP should explain how security vulnerabilities are found (e.g. random audits) and when found how they are disseminated to users and corrected (e.g. patches, releases).
- SP must clearly explain their approach to virus protection.

3.2.5.8 System Interfaces

To the extent possible, Metro desires a minimal number of unique interfaces and prefers an approach that utilizes specific implementations of a single robust interface specification. Metro realizes that this will not be possible in every case, and that some unique system interfaces may be required.

The SP shall provide a general interface specification that clearly describes how other Metro systems could connect and exchange data with the proposed system.

3.2.5.9 Data Conversion

Metro may require the conversion of existing data to the extent that it is practical. Metro is open to discussing with the SP which data is available; what is most commonly converted and what makes sense to re-enter starting new. In this section, the SP must clearly explain its approach to data conversion. Explain what records are typically converted and how the conversion processes is managed. SP should address how legacy records are accessed if they are not converted.

3.2.6 Section 6: Implementation and Project Management

This section should be clearly marked as Part A, Section 6 – Implementation and Project Management.

Metro requires a comprehensive, well organized project plan and implementation approach. In this section of your response, please explain your implementation plan and project management approach. The SP will follow Metro's project management methodology and produce weekly status reports during the project.

At a minimum, this section should address the following:

- SP must clearly explain the overall project plan. The project plan should include a complete description of each of the major project tasks with estimated time frames. The project plan should include a Gantt chart that lays out the major project tasks over time. The project plan should be of sufficient detail to identify major milestones, deliverables and dependencies between tasks.
- SP should identify each of its proposed key project team members and what specific role they will have during implementation. SP must specifically identify the Project Manager. SP should provide professional profiles for each key team member that indicates how they are uniquely qualified for this project. The SP should explain how communication is handled between Metro and key project team members and how / when they are available to Metro during the course of the project. SP should also identify any other projects that the key project team members will likely be working on at the same time as this project, if any. The Project Manager and key project team members should be prepared to participate in the demonstrations and interview process.
- If the SP intends to use Subcontractors to provide certain elements of the proposed system, SP must clearly explain each Subcontractor's role and responsibilities.
- SP must clearly explain Metro's role in the implementation processes. SP should specifically identify the resource commitments, by role and level in estimated hours over time that Metro should be prepared to make in order to successfully implement this project. SP must clearly identify any and all site preparation work that Metro will be expected to do.
- SP must clearly explain the system testing and acceptance procedures. Specifically, the SP should explain how system functionality and performance are tested and the acceptance procedures, including re-testing.
- SP must clearly explain the change management and version control procedures. Specifically, the SP should explain how new versions are communicated to users and released and what role Metro would play in these releases.

3.2.7 Section 7 Training & Documentation

This section should be clearly marked as Part A, Section 7 – Training & Documentation

Metro requires comprehensive training and documentation. In this section, the SP must clearly explain the proposed training plan and system documentation. At a minimum, this section should address the following:

- SP must clearly explain its approach to training. SP should include a description of the various ways in which training can be provided (e.g., train-the-trainer, direct) and where training is or can be provided. SP must clearly identify each of the recommended training courses, number of students per course, length of the course and recommended pre-requisites for each course. SP should describe any special training facility requirements that Metro will be expected to provide.
- SP should explain what level of system testing and/or acceptance will be completed before training begins. How does the SP ensure that the system being used for training is as close to the production system as possible?
- SP should explain any additional ongoing training typically provided. SP should describe any existing user groups, forums and/or continuing education opportunities.
- SP should explain what system(s) and/or system environment(s) are used for initial and ongoing training (e.g., training and/or test system). How is training accomplished after the system is live and in production?
- SP should describe the various levels and types of system documentation that are being proposed. SP should identify how documentation is customized for this specific project and how documentation is updated to reflect system changes throughout the life of the system. SP should describe how online help is provided and maintained.

3.2.8 Section 8 System Support (Warranty and Maintenance)

This section should be clearly marked as Part A, Section 8 – Warranty and Maintenance.

Metro requires that all equipment, software and workmanship be under warranty for a minimum of one year from the date of system performance acceptance. The SP is responsible for all cost of parts, labor, field service, and pick up and delivery related to repairs or corrections during the warranty period. During the warranty period, Metro expects that support will be available 24X7. During the warranty period, Metro expects that a live service support technician be immediately available to answer calls related to system downtime.

It is the SPs responsibility to ensure that any associated manufacture warranties (e.g., hardware, third-party software) coincide with and remain in full effect during the system warranty period.

Metro requires that the SP be able to continue to provide 24X7, ongoing system maintenance and support for a period of five years beyond the initial warranty period.

Metro requires that the SP provide on-call service during daily work hours of 7:00 A.M. until 5:00 P.M. CST, and evening hours if requested as such for any work contained in this RFP. There may be other constraints described in detail in the section discussing that particular service.

It is the contractor's responsibility to conform to the Metro's schedule in observing a scheduled workweek, holidays and other appropriate rules and regulations.

The Contractor's support staff shall be available during the same hours of service as that of Metro, between the hours of 7:00 A.M. and 5:00 P.M. (Central Standard Time), Monday through Friday. A person

shall be available to answer a published toll-free number during these hours. Pagers and recorders shall not be an acceptable substitute. A fax machine is required for contractor to receive written instructions, on-call orders, and notices. Also, the Contractor must provide a 7x24-hour hotline for any problems that may arise beyond Metro's control.

At a minimum, this section should address the following.

- The SP must clearly explain the warranty and maintenance being proposed. SP should explain the warranty and maintenance periods and renewal process. SP should explain how warranty and maintenance is defined and the various service level and response time options.
- The SP must explain how services are delivered. SP should describe the service organization including service center location(s). SP should describe any user group or forums that the SP sponsors.
- To the greatest extent possible, Metro desires the ability to support and modify the system using Metro personnel. SP must clearly explain to what extent Metro personnel could be trained to maintain and modify the proposed systems. SP should explain what level of system modifications are possible, and how Metro can best support the system using in-house resources.

3.2.9 Section 9: Exceptions to the RFP

This section should be clearly marked as Part A, Section 9 – Exceptions to the RFP.

In this section of your response, please clearly explain any exceptions that you take to the RFP and any of its requirements. SP response must clearly explain your reasoning and proposed alternative for each exception.

3.2.10 Section 11: Required Forms

This section should be clearly marked as Part A, Section 11 – Required Forms.

The following forms must be filled out completely and included with your response. **Failure to complete any of the required forms may result in the rejection of the proposal.**

- By signing its proposal, SP acknowledges that it has read and understands the insurance requirements for the proposal. SP also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the Department may rescind its acceptance of the SP proposal. The insurance requirements are attached in Appendix D.

The following forms are required:

- List of Proposed Small Businesses, Appendix E
- Affidavit for Claiming Status as a Small Business, Appendix F

3.3 Part B – Functional Requirements Matrix

This section should be clearly marked as Part B, Functional Requirements Matrix

SP shall complete the Functional Requirements Matrix in Appendix A and include it in this section of its response. The following guidelines must be followed when completing this section:

- The spreadsheet must be completed as-is, and not modified in any way (e.g., adding columns or rows). Use the comments field to explain any items that require clarification, or to point the reader to an appropriate section of any vendor supplied supplemental materials (e.g., user, training manuals). Changes to the Requirements Matrix may result in the vendor's proposal being rejected.

- A valid response code must be included for each item. Only one response code can be entered for each item. The following response codes are to be used:

Y - Yes: The functionality will be implemented ‘out of the box’ without configuration, customizations or modifications (see definitions below) to the existing application or reports.

N - No: The functionality will not be provided.

CU - Customization – The requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code. Include the creation of a new report, query or workflow that does exist within the current application.

F- Future: The requirement will be provided by packaged software that is currently under development, in beta test, or not yet released. In the Comments column next to this response, indicate the date when requirement will be available for implementation.

3 - Supplied by 3rd party: The requirement will be met by third-party software package and is included in this Proposal for implementation.

Note: In the Comments column, indicate the name of the proposed 3rd party software package and indicate the interface/integration services being proposed.

3.4 Part C –Cost Proposal

This section should be clearly marked as Part C, Cost Proposal. SPs must submit cost proposals in the format provided in Appendix C. The cost proposal must clearly explain all project costs and include a five year total cost of ownership.

At a minimum, this section must include the following:

- Total Project Cost Summary. This single page worksheet must show the projects total cost of ownership over a five year period. The summary page must show both one-time and recurring support costs.
- The pricing worksheet must also clearly identify all optional pricing, such as pricing related to a specific enhancement or modification identified in the functional requirements matrix.
- The vendor must identify the proposed payment milestones.
- The vendor must provide a pricing provision for additional work that may be required throughout the duration of the project. The vendor should identify the various job levels that may work on this project and the corresponding hourly rates.

4 Table of Appendices

The following is a table of all included Appendices.

- Appendix A – Functional Requirements & SP Response Matrix
- Appendix B – Software Services Agreement
- Appendix C – Cost Proposal Template
- Appendix D – Insurance Requirements
- Appendix E – List of Proposed Small Businesses
- Appendix F – Affidavit for Claiming Status as a Small Business

Appendix A – Functional and Technical Requirements

Response Code	Definition
Y —Yes	Requirement will be implemented 'out of the box' without configuration, customizations, or modifications to the existing applications or reports.
N —No	Requirement will not be provided.
CU —Customization	Requirement will be met by changing existing software or through the use of software tools such as application report writer, query, etc. Note: In the Comments column next to this response, you must indicate the following: Description of customization Estimated level of complexity (High, Medium, Low)
F —Future	Requirement will be met by packaged software that is currently under development, in Beta test, or not yet released. Note: In the Comments column next to this response, indicate the date when requirement will be available for implementation. If possible, also indicate any additional costs.
3 —Supplied by 3 rd Party	Requirement will be met by 3 rd party software package and is included in this proposal. Note: In the Comments column, indicate the name of the proposed 3 rd party software package and indicate the interface/integration services being proposed.

Functional Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
0	Functional Requirements						
1	System allows entry of all service requests into a centralized CRM solution database with integrated intake, routing, resolution, and reporting modules						
2	A request for information can be researched using all appropriate resources						
3	System allows for duplicate request checking by location, type, and date range						
4	System can show progress of requests entered by call center staff						
5	System facilitates the process of follow-up with citizens and Metro agencies as appropriate						
6	System serves the departments in the best possible way by using proper codes, transferring information appropriately, and following up when questions arise						
7	System has ability to route service requests accurately to the responsible department for prompt action, to notify the department that the request is waiting to be handled, and to allow that department to forward the request to another department if appropriate						
8	System provides for departmental mass viewing or handling of requests						
9	System allows prioritization and re-prioritization of requests						
10	System captures key dates and times during the processing of the request						
11	System can handle both internally and externally generated requests and distinguish between the two						
12	System can interface with current request/work order software used in various Metro agencies						
13	System can handle multi-agency requests (those requests requiring action from several agencies),						
14	System can check for past due activities and give automatic notification via system and/or email to agencies						
16	System has ability to view service request location information on map						
17	System has ability to request queries and reports spatially						
18	System can automatically assign staff geographically if desired						
19	System can handle multiple jurisdictions with differing configurations for service request types						

Functional Requirements for Customer Relationship Management Solution

Line #		One Response Per Requirement					Comments
		Y	N	C	3	F	
20	System is scalable to allow for future growth of request types, internal and external users, number of requests, etc.						
21	System can facilitate communications between call center employees to ensure consistency of information						
22	System facilitates the setup and maintenance of a centralized knowledgebase of Metro information (including, but not limited to, services, locations/directions/maps, parking information, hours of access, key phone numbers) that can be used both by the call center staff and (via the Internet) the general public						
23	System allows for keeping the knowledgebase current in a decentralized fashion (agencies could update their own knowledgebase data where appropriate, with necessary security and approval capabilities)						
24	System setup allows knowledgebase data to be designated as internal, external, both (or similar settings) so that viewing may be restricted based on the viewer's setup						
25	System can provide reports by geographic breakdowns						
26	System contains a variety of standard management reports, charts, and graphs, as well as providing ability to create and configure additional reports via a standard reporting tool like Crystal Reports						
27	System is user configurable in terms of request scripting, options, workflow setups, responses, and other customer interaction areas						
28	System has the ability to limit input and viewing capabilities via user security setup						
29	System has ability to view history of edits and updates to a request, and to provide easily retrievable audit trail information						
30	System provides easily retrievable audit trail information						
31	System provides for seamless integration with Microsoft Outlook email						
32	System must be compatible with Nortel Symposium Call Center Server 5.0 and Call Pilot 4.0						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
0	General Specifications						
1	The system should provide for application modules that are fully integrated with one another to avoid redundant data entry.						
2	The system should have a consistent look and feel across all modules.						
3	The system should provide the ability to make any field a drop down box with no free form entry allowed						
4	The system should have a user-friendly, read-only data dictionary (for non-technical users).						
5	The system should include all support software, tools and utilities (e.g., compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation and management tasks.						
6	The system should provide the ability to support purging, with appropriate archival and audit trails, on individual or project specific data from all relevant system modules.						
7	The system should provide field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (I.e., warnings when entering existing address, etc.)						
8	The system should provide customizable online documentation and training materials such as context-specific help, search capability, city specific business process documentation and process maps.						
9	The system should include support software that includes:						
10	Application development tool kit						
11	Utilities and tools to monitor resource utilization						
12	Web development tool kit						
13	Tool kit manuals						
14	Requirement templates						
15	Report generation scripts						
16	Audit and system logging						
18	The system should support importing and exporting of standard desktop office application files, including but not limited to Microsoft Office suite.						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
19	The system should comply with all current government standards and web-based transaction encryption standards.						
20	The SP should support all modifications made to the system during the installation process in all future software upgrades.						
21	Software enhancements provided to other customers should be made available to Metro at no charge.						
22	The system should provide the ability to perform an online archive process.						
23	Development licenses for all system utilities and tools should be provided.						
24	The system should provide all date fields with a century indicator.						
25	The system should provide the ability to maintain and update test environments						
26	The system design must allow the system to run with little or no supervision with system administrator tools that are intuitive and easy to use						
27	Application Architecture (Technical)						
28	The system should provide all screens, reports and transactions through a web browser.						
29	The system should provide a graphical user interface (GUI).						
30	The system should provide easy deployment to desktops - either web based or provide deployment tools to push or pull software to the desktop.						
31	The system should provide customizable user interfaces.						
32	The system should provide data and transaction logic validation through the use of centralized or distributed business rules.						
33	The system should provide support for inter-process communication including, but not limited to, the following:						
34	Attachment of standard object types in an object library						
35	Cut and paste capability from data fields and screens to other applications						
36	The system should provide the ability to attach imaged documents.						
37	The system should provide the ability to attach scanned documents to database objects.						
38	The system should support mass changes to definable groupings of transactions.						
39	The system should accommodate separate instances of databases and database number keys.						

Technical Requirements for Customer Relationship Management Solution

Line #		One Response Per Requirement					Comments
		Y	N	C	3	F	
40	The system should support effective dating for transactions and table updates, including both future and retroactive changes.						
41	The system should provide the user with the ability to drill down from a transaction view to the respective and supporting source record view irrespective of the module containing information.						
42	System Administration & Customizations (Technical)						
43	The system should provide user-defined:						
44	Exits						
45	Tables						
46	Fields						
47	Screens						
48	Reports						
49	Forms						
50	Hot keys						
51	Menus						
52	Business rules and workflows						
53	System must include an administrative function to notify and log any problems						
54	The Administration module must be executable from any workstation connected to the network.						
55	Database Management System (Technical)						
56	The system should use a high level database as back end such as Oracle or MS SQL Server						
57	Database fields should default to spaces or zeroes, unless a user-defined value is present.						
58	The system should utilize appropriate database rules and constraints to enforce and maintain referential integrity.						
59	The system should include utilities for database performance monitoring and tuning, including but not limited to tools for table & file maintenance.						
61	The system should include application and system configuration tables accessible by all modules.						
62	The system should provide for simultaneous access to data by concurrent users.						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
63	The system should provide the ability to lock database records at a row and field level.						
64	The system should provide data modeling, data definition and data dictionary components.						
65	The system should provide a database that is integrated with all tools supplied for application development ad hoc database access and ad hoc reporting.						
66	The system should support online modifications to database structures without user downtime.						
67	The system should allow for data replication including but not limited to copying an instance of any database to a laptop or separate locations						
68	The system should provide utilities for making changes to layered software and hardware without user downtime.						
69	The system should provide transaction locking (commit process, enqueue/dequeue or database lock/unlock) for databases should be restricted to normal transaction entry and or several transactions in a batch process						
70	The system should provide standard structured query language (SQL) capabilities for database queries.						
71	The system should provide the ability to set up log event triggers to automatically notify administrator when a user defined database condition or set maximum/minimums are exceeded.						
72	The system should provide the ability for the administrator to track user behavior as well as database utilization.						
73	The system should provide documented best practices including but not limited to optimum database configuration and client maintenance.						
74	System must store all date in a relational database.						
75	Functional and management features should include but not be limited to: On-line backups						
76	Transaction control to include rollback and commit functionality						
77	Restore and roll forward to point of failure functionality						
78	Row level locking						

Technical Requirements for Customer Relationship Management Solution

Line #		One Response Per Requirement					Comments
		Y	N	C	3	F	
79	Unique and non-unique indexing						
80	Automatic enforcement of referential integrity						
81	Set of management tools						
82	ODBC Compliance						
83	Network and Operating Environment (Technical)						
84	The system should provide the ability to copy and/or archive data to external storage media (e.g., tape, CD-ROM) based on user-defined selection criteria and times.						
85	The system should provide the ability to maintain multiple operating environments for development, test, training and production.						
86	The system should provide the ability to define event triggers with an escalation path to be forwarded to a user-defined communication method, including but not limited to:						
87	Pagers						
88	PDA's						
89	Cell phones						
90	E-mail addresses						
91	Security (Technical)						
92	The system should use a single user sign-on for all modules with security configured for each module.						
93	The system should apply security at the database level vs. the application level.						
94	The system should display the last date and time the user logged onto the system at the time of logon.						
95	The system should allow the user to gain access to the database associated with the application without re-entering the userid and password.						
96	The system should display a security notice or banner at the start of the logon process that has to be accepted by a user's positive action. Failure to accept prohibits access to the system, whereas affirmation allows the logon to proceed.						
97	The system should not display or print passwords during user entry.						
98	The system should allow an administrator to suspend a user ID from further use.						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
99	The system should allow an administrator to suspend all user access when a user is terminated.						
100	The system should require users to periodically change their password based on a table-driven time parameter.						
101	The system should time-out or suspend users after a period of time of being idle. This time out requires the user to re-enter their password before continuing.						
102	The system should restrict access to the file containing security parameters.						
103	The system should define a system wide parameter to force all passwords to be changed upon demand.						
104	The system should set a minimum password length (i.e., six characters).						
105	Passwords should be stored encrypted without a means to unencrypt.						
106	The system should record the date and time the last password change occurred.						
107	The system should allow an administrator to reset passwords for subsequent change by the user.						
108	The system should require the use of passwords composed of letters, numbers and special characters						
109	The system should synchronize the application password to the server password						
110	The system should allow an administrator to add and modify user security information using online screens with immediate profile update.						
111	The system should record or capture information about each unauthorized access attempt such as: user ID, workstation, date, time, transaction (menu, screen, file, object), attempted type of access (read, modify, etc.).						
112	The system should allow an administrator to review and report on attempted violations by batch or online.						
113	The system should allow an administrator to generate online inquiry and batch reports to review access profiles and types given to the users defined to the system.						
114	The system should record and maintain past security profiles (history of security access for an employee) when changes are made to an employee's security profile.						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
115	The system should record in the system who changes security profiles and when changes are made (user name, date and time stamp).						
116	The system should assign application access rights across entire suite of applications at a single point of entry.						
117	The system should support a decentralized security administration function by component and business unit						
118	The system should set an invalid password threshold for the number of invalid logon attempts.						
119	The system should control access by level, which will apply to will apply to online activities, batch processing, report writer or retrieval software and system utilities, at the following levels:						
120	System						
121	Database						
122	Module						
123	Field						
124	Inquiry						
125	Record						
126	Report						
127	Approval						
128	Transaction						
129	Table						
130	Individual						
131	Work Unit						
132	Group						
133	Organization						
134	Department						
135	User roles (supervisor, data entry, review only) across all functional areas						
136	User site (location) across all functional areas						
137	Positions held across all functional areas						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
138	The system should provide the ability to group users into classes and to assign these classes rights that will be applied to each user in the group. When the user's explicit rights are in conflict with the rights granted by group membership, the user's settings prevail.						
139	The system should provide summarized and detailed reports on user access, usage and audit logs, etc.						
140	The system should provide a debugger or audit trace.						
141	The system should allow the capability to turn the debugger/trace on or off.						
142	Capacity and Performance (Technical)						
143	The system should complete an average of 80% of all online update transactions in under 1 second over any 60-minute period, during peak usage.						
144	The system should complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.						
145	The system should complete 100% of simple, single-screen online inquiry transactions in under 1 second, during peak usage.						
146	The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.						
147	Backup and Restore Capabilities (Technical)						
148	The system should provide full recovery and backup capabilities for all transactions.						
149	The system should provide the ability to restore transactions from the database transaction log.						
150	Reporting (Technical)						
151	The system should generate charts and graphs based on report data within the system.						
152	The system should generate reports directly to HTML or pdf formats.						
153	The system should provide the ability to view previously generated reports by all users or by specific users.						
154	The system should schedule reports to run automatically.						
155	The system should allow for reporting by exception.						
156	The system should allow print preview of all reports before printing and have print screen functionality.						

Technical Requirements for Customer Relationship Management Solution

		One Response Per Requirement					
Line #		Y	N	C	3	F	Comments
157	The system should utilize electronic spreadsheets to:						
158	Download information from the application						
159	Upload information into the application						
160	The system should provide for the following types of custom report writing tools that will use the application established security at the database level:						
161	User-friendly end-user report-writer						
162	Graphical report-writer						
163	Reporting from multiple databases						
164	System Management module should include statistical reports detailing the numbers of users, request counts and resolutions, and other management reports.						
165	Workflow (Technical)						
166	The system should provide best practice workflow templates						
167	The system should provide multiple approval paths based on item to be routed.						
168	The system should provide automated approval notification.						
169	The system should provide workflow tools that integrate with GroupWise e-mail for automated notifications.						
170	The system should provide the ability for a designated user to override particular workflow step.						
171	The system should provide the ability for the approver to see only items that need their approval.						
172	The system should provide the ability for the secondary approver to see items needing approval when primary approver indicates he or she is unavailable (or system administrator indicates that approver is unavailable).						
173	The system should provide the ability to create custom workflows based on rules based tools.						
174	The system should provide an internal real-time message routing capability for broadcasting information to all or a selected portion of users.						
175	The system should provide the ability to track documents submitted for approval and review with a time/date stamp.						
176	The system should allow for workflow management and approval hierarchies.						

**APPENDIX B
SOFTWARE SERVICES AGREEMENT**

**AGREEMENT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE DAVIDSON
COUNTY
AND
[CONTRACTOR]
FOR
SOFTWARE PRODUCTS AND SERVICES**

This contract ("Contract") is entered into on this ____ day of _____, 20__, by and between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee ("Metro") and CONTRACTOR, a _____ (corp. partnership, LLC) registered and licensed to do business in the State of Tennessee whose business address is.

This Contract consists of the following documents:

- a) This Contract
- b) RFP
- c) Contractor's Proposal
- d) Contractor's Software End-User License Agreement
- e) Appendix 1 Source Code Escrow Agreement
- f) Certificate of Insurance
- g) Affidavit

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) Any properly executed amendment or change order to this Contract (most recent with first priority)
- b) this Contract
- c) RFP
- d) Contractor's Proposal
- e) Contractor's Software End-User License Agreement
- f) Appendix 1 Source Code Escrow Agreement
- g) Certificate of Insurance
- h) Affidavit

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this Contract, and workmanship in the performance of services) shall be subject to inspection and test by Metro at all times during the term of this Contract. Contractor shall provide adequate cooperation to any inspector assigned by Metro to permit him or her to determine Contractor's conformity with the specifications and the adequacy of the services being provided

under this Contract. All inspection by Metro shall be made in such a manner as not to unduly interfere with Contractor's performance.

1 Definition

The following terms are defined for the purpose of this Contract as follows:

1.1 "Software" means Contractor's software programs (i) which contain systematic manipulative compilations of industry data, (ii) which meet those requirements agreed upon by Contractor and Metro set forth in RFP, which is incorporated into and made a part of this Contract by this reference, and (iii) which will be specifically modified by Contractor to meet those requirements agreed upon by Contractor and Metro and set forth in Exhibit __, such Exhibit __ to be attached hereto upon such agreement and to be incorporated into and made a part of this Contract by this reference. Software includes software programs and all future versions of this program, regardless of the computer language used to write them, and documentation provided in direct machine executable for human-readable, printed or imprinted form.

The Software can be used in conjunction with Microsoft Access, Microsoft SQL Server and Oracle database products, but does not include those products, which must be purchased separately. This Contract provides appropriate licensing with SQL Server, via Client Access Licenses and Embedded Server Licenses to support the _____ application.

1.2 "Source Code" means that series of machine instructions in human-readable form from which Object Code may be generated.

1.3 "Object Code" means a series of instructions in direct machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order.

1.4 "Derivative Works" means a revision, modification, translation, abridgement, compilation, condensation or expansion of the applicable underlying work or any form in which that work may be recast, transformed or adapted, and which, if prepared without the consent of the copyright owner, would be a copyright infringement.

1.5 "Underlying Works" means all works of authorship fixed in any tangible medium of expression that: (a) had already been conceived, invented, created or acquired by Contractor or a third party prior to the effective date of this Contract and that were not conceived, invented or created for Metro's use or benefit in connection with this Contract; or (b) are conceived, invented, created or acquired by Contractor or a third party after such effective date, but only to the extent such works of authorship do not constitute Work Product. An Underlying Work includes all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, processes, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or otherwise protectable by law.

1.6 "Work Product" means all works of authorship fixed in any tangible medium of expression (including, without limitation, computer programs), and all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, process, algorithms,

designs, specifications, inventions, discoveries, concepts, improvements, ideas, know-how, techniques, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or subject to copyright, or otherwise protectable by law, that are created, invented or conceived for the use or benefit of Metro in connection with this Contract: 9a) by any of Contractor's personnel, any Metro personnel, where "personnel" includes employees, contractors (including, in the case of Contractor, its subcontractors), agents and the like; (b) any person who was an employee of Metro and then became an employee of Contractor or any of its contractors (including subcontractors) or agents, where, although creation or reduction-to-practice is completed while the person is an employee of Contractor or such contractors (including subcontractors) or agents, any portion of the same was created, invented or conceived by such person while an employee of Metro.

Further Contract and Service Agreement Definitions can be found in Exhibit B, "CONTRACT DEFINITIONS".

2 Duties and Responsibilities of Contractor

2.1 Upon execution of the Contract, Metro and Contractor shall begin work on the Developed Documents as defined in paragraph 2.3.1. The Developed Documents shall be completed within 90 days. When the Developed Documents are completed and agreed to by the parties, such Developed Documents shall become part of this Contract by amendment thereto.

In the event that Metro and Contractor cannot agree with the Developed Documents, Metro reserves the right to terminate the Contract within ten days written notice to Contractor after delivery of the Developed Documents to Metro. In the event that the Developed Documents materially modify Contractor's Proposal and the material modification is introduced by Contractor, Metro may reject the Developed Documents, at its sole option, and be relieved of any obligation in the Contract and Contractor shall refund to Metro any payments made to Contractor by Metro under this Contract.

2.2 Contractor shall provide Metro with a comprehensive system and software for an integrated, full-featured Electronic Procurement and Contract Management System (eProcurement).. Contractor shall provide the software set forth in Contractor's response to Request For Proposal, which is attached hereto and incorporated by reference herein. Contractor shall provide maintenance, support and services for this system software during delivery, installation and testing. Contractor shall provide maintenance, service and support for this system pursuant to the service and support agreements attached hereto.

2.3 This Contract shall have two phases:

2.3.1 Phase I shall include the development and completion of Developed Documents consisting of: project work plan; hardware and software schedule; functional specifications; customization specifications; training plan; set-up of a pilot/test environment for Metro, and Acceptance Test plan. These documents shall be known, collectively, as the "Developed Documents".

2.3.1.1 Metro and Contractor recognize the critical nature of system performance on the success of the system installation. During Phase 1 of this Contract, Contractor and Metro will develop specifications for hardware, software, and network configurations. With these configurations,

Contractor and Metro will agree to a range of expected system response times for critical system functions. Overall, the system shall be configured such that 95% of all transactions complete within 1 second and 99% of all transactions complete within 2 seconds. Transaction timing is from keyboard transmit to the start of screen response. These configurations and expected system response times will be a part of the Phase 1 deliverable and will represent a commitment from Contractor to deliver the response times specified. If during subsequent phases of this Contract, response times exceed the range specified, and Metro can demonstrate that it has deployed the hardware, software and network equipment as specified in the Phase 1 deliverable, then Contractor will be notified of the response time deficiency. Contractor will be given 10 (ten) days to cure the response time deficiency. If the response time deficiency is not cured in that timeframe, Contractor will be responsible for all cost related to additional equipment, software, or network infrastructure necessary to bring the response time to the specified level. If the response time deficiency is not cured within 30 (thirty) days, Metro will be entitled to liquidated damages in the amount of \$1,000 per day. Liquidated damages shall be calculated from the date of notification to Contractor, and will continue until the response times issue is resolved.

2.3.2 Phase II shall include the delivery and installation of the equipment and software as required by this Contract and the Developed Documents, the completion of the software customization and the implementation of network connectivity. Phase II shall include the provision of documentation, training and testing, in accordance with the Acceptance Test Plan within the Developed Documents. The date of acceptance of the system shall be the business day immediately following the successful acceptance testing of the system. The parties shall sign a document acknowledging the successful acceptance testing on the date of acceptance. Acceptance of the system activates the one year application warranty coverage and post implementation support.

2.3.2.1 System Acceptance of and Phase II shall be completed in accordance with the Developed Documents. Completion of the Project is dependent upon deliverables from both Contractor and Metro. Should Metro fail to meet its deliverable dates as defined in the Developed Documents, the resultant time delay will be added to the completion date.

2.4 Contractor warrants that the software provided pursuant to this Contract shall meet the requirements as specified in Metro's Request For Proposal and Contractor's response to Request For Proposal.

2.5 Contractor shall assume the overall responsibility for the work, including the application, and shall provide the project management and expertise necessary to complete Phases I and II in a professional and timely manner in accordance with the Contract and the Developed Documents.

2.6 Contractor will develop a project control system to control items which directly affect project progress, such as design change control, resource assignment and allocations, project schedules and problem/issue escalation and resolution.

3 Monitoring & Audit Rights

3.1 The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Metro Department of Finance/Division of Internal Audit, or their duly appointed representatives. All inspection by Metro shall be made in such a manner as not to unduly interfere with Contractor's performance.

3.2 Operational Audits. Metro, or its authorized representatives that are not competitors of Contractor or its Subcontractors in the IT markets with respect to the provision of services similar to the Services, shall have the right, at any time and with reasonable notice, to perform an operational and/or security audit with respect to Contractor's performance hereunder. Contractor shall grant Metro and its representatives full and complete access to Contractor's and its Subcontractors' facilities and all books, records and other documents of Contractor and its Subcontractors as they relate to this Contract [including any relevant information resulting from internal audits conducted by Contractor,], or as they may be required in order for Metro to ascertain any facts relative to Contractor's performance hereunder. Contractor shall provide Metro, or its authorized representatives, such information and assistance as requested in order to perform such audits; provided, however, that the Parties shall endeavor to arrange such assistance in such a way that it does not interfere with Contractor's performance of the Services. If any audit reveals a material inadequacy or deficiency in Contractor's performance, the cost of such audit shall be borne by Contractor. Contractor shall incorporate this paragraph verbatim into any Contract into which it enters with any Subcontractor providing Services under this Contract.

3.3 Financial Audits. Upon Metro's request, Contractor shall allow Metro and/or any independent third party selected by Metro to fully audit Contractor's and/or its Subcontractors' and their respective Affiliates' books and records to the extent necessary to verify any amounts paid or payable hereunder. Such auditors shall be provided with full access to such information, books and records as may be necessary to confirm the accuracy of Contractor's invoices, documents, and other information supporting such invoices, and any pricing adjustment computations. All such audits shall be conducted during business hours, with reasonable advance notice, and shall include access to all proprietary and confidential information of Contractor, its Subcontractors and/or their respective Affiliates to the extent necessary to comply with the provisions of this Section. If any such audit reveals that Contractor has overcharged Metro five percent (5%) or more during the period to which the audit relates (as determined prior to the commencement of the audit), then Contractor promptly shall refund such overcharges to Metro with interest at ten percent (10%) per annum, and the cost of such audit shall be borne by Contractor. Contractor shall incorporate this paragraph verbatim into any agreement into which it enters with any Subcontractor providing Services under this Contract.

4 Testing, Review and Acceptance.

4.1 General. Metro shall have the right to review and accept or reject all components, deliverables and systems to be provided by Contractor to Metro under this Contract, pursuant to the methodology set forth in this Section.

4.2 Acceptance Testing. Following Contractor's notification to Metro that Contractor has completed any component or deliverable identified in this Contract, including In Scope Service Requests and Out-of-Scope Work Orders, at a mutually agreed scheduled time thereafter, Metro shall begin testing the component or deliverable to determine whether such component or deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). After Metro has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), Metro shall notify Contractor in writing either that: (i) the component or deliverable meets the Acceptance Criteria and that acceptance of such component

or deliverable has occurred ("Acceptance"); or (ii) the Acceptance Criteria have not been met and, in accordance with subsection (c) below, the reasons therefore. If the component or deliverable is identified as being part of a larger, integrated system being developed hereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or deliverable shall be subject to Final Acceptance in accordance herein.

4.3 Cure. If Metro determines that a component or deliverable does not conform to the applicable Acceptance Criteria, Metro promptly shall deliver to Contractor an exception report describing the nonconformity (the "Exception Report"). Within thirty (30) calendar days following receipt of the Exception Report, Contractor shall: (i) perform a Root Cause Analysis to identify the cause of the nonconformity; (ii) provide Metro with a written report detailing the cause of, and procedure for correcting, such nonconformity; (iii) provide Metro with satisfactory evidence that such nonconformity will not recur; and (iv) cure the nonconformity; provided, however, that if the nonconformity is incapable of cure within such thirty (30) calendar day period then, within such thirty (30) calendar day period, Contractor shall present to Metro a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to Metro that Contractor has cured any such nonconformity, Metro shall re-test the defective component or deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (b) above shall be repeated.

4.4 Final Acceptance. Upon achievement of Conditional Acceptance for all identified components or deliverables, Metro shall begin testing the system that is comprised of such components or deliverables using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After Metro has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), Metro shall notify Contractor in writing that: (i) the system, and all components and deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such components and deliverables has occurred ("Final Acceptance"); or (ii) that the Acceptance Criteria have not been met and the reasons therefore. If Metro determines that the Acceptance Criteria have not been so met, the process described herein above shall be initiated, with all references to "component or deliverable" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance, nor Final Acceptance by Metro shall constitute a waiver by Metro of any right to assert claims based upon defects not discernable through conduct of the applicable test procedures and subsequently discovered in a component or deliverable or the system following Metro's Final Acceptance thereof. Nothing else, including Metro's use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to Metro and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.

5 Term

The term of this Contract is five (5) years. This Contract may be / may not be extended.

6 Compensation

6.1 Contractor shall be paid as due in accordance with Contractor's response to Metro's Request For Proposal as described below. No invoice shall be considered "received" until said service is successfully completed and approved of by Metro.

Software License Fees For 5 Years	\$
Software Maintenance Fees For 5 Years	\$
Estimated fees for Phase I, based upon hourly rates	\$
Estimated fees for Implementation Services	\$

Hourly Rates for Implementation Services, and the hourly rate for each discipline as follows:

Discipline	Hourly Rate On-Site	Hourly Rate (Off-Site)

6.2 The total cost for this Contract will not exceed \$_____, unless properly amended upon completion of Phase I of this Contract. Reimbursements to Contractor for travel and expenses shall be in accordance with Metro's travel regulations. There will be no other charges or fees for the performance of this Contract without a properly executed amendment to the Contract. All payments by Metro shall be made within thirty (30) days of receipt and approval of invoice.

6.3 Subject to and in accordance with the provisions of this Section, Metro may withhold payment of any invoice from Contractor (or part thereof) that it in good faith disputes as due or owing. In such case, Metro shall pay any undisputed amounts and provide a written explanation to Contractor of the reason it disputes the amount. The failure of Metro to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by Metro. All of Contractor's obligations under this Contract shall continue unabated during the resolution of the dispute.

7 Taxes

Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

8 Warranty

8.1 Warranty of Title - Contractor represents and warrants to Metro that Contractor ("Developer") is the owner of the System Software ("the Software") and that Contractor has the right to grant to Metro the license and rights set forth in this Contract. In the event of breach or threatened breach of the foregoing representation and warranty, Metro may, at its option, require that Contractor i.) procure, at Contractor's expense, the right to use the Software, ii.) replace the Software, or any part thereof that is in breach, with software of comparable functionality that does not cause any breach, or iii.) refund to Metro the full amount of the license fee upon the return of the Software and all copies thereof to Contractor.

8.2 Warranty of Functionality - Contractor represents and warrants that during the term of the Contract that (1) the Software licensed in this Contract constitute all the software, applications required to operate the system as specified in the RFP; (2) the Software shall perform according to Developer's published software manuals operate as per specifications provided by the user documentation provided with the system including any updated Software, as per the specifications in the RFP; (3) the Software as delivered to User, will meet these specifications, without the need for customization or modification, or the delivery of any additional services; (4) the Software will be free of any defect in material of the medium in which the programs are delivered, or any virus, other program routine designed to erase or otherwise harm User's hardware, data, or their programs.

8.3 Performance of the Services – Contractor represents and warrants to Metro that it has the skills, resources and expertise to provide all services in accordance with the terms of this Contract. Without limiting the generality of the foregoing, Contractor represents and warrants to Metro that all services provided under this Contract shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided, however, that where this Contract specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

8.4 Viruses and Disabling Devices. Contractor shall implement and use industry best practices to identify, screen, and prevent, and shall not introduce, and Disabling Device in hardware, software or other resources utilized by Contractor, Metro or any third party in connection with the services. A "Disabling Device" is any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, boot sector infectors or other limiting design, instruction or routine and surveillance software or routines or data gathering or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the services, cause the hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used, or that collect data or information. At no cost or expense to Metro and without adversely a impacting the services, Contractor shall reduce and/or eliminate the effects of any Disabling Device including, without limitation, by restoring and/or bearing the cost to re-create any lost data and/or software programming.

9 Subcontractors

9.1 **Approval; Key Subcontractors.** Contractor shall not perform or provide the Services through Subcontractors, including providers of hardware and software, without the prior written consent of the Metro as to the selection of the Subcontractor, which consent may be withheld by Metro in its sole discretion. Any such consent shall be contingent on the execution by such Subcontractor(s) of any confidentiality agreement required by Metro before providing any Services to Contractor or

Metro. Contractor shall ensure that each Subcontractor has obtained and maintains all licenses required in connection with the Services for which such Subcontractor is responsible. Contractor agrees that it shall continue throughout the Term to retain the Subcontractors identified as "**Key Subcontractors**" in Attachment ___ and that such Persons shall continue to provide the Services initially provided, unless Contractor has obtained Metro's prior written consent to any changes, which consent may be withheld in Metro's sole discretion.

9.2 Liability and Replacement. In no event shall Contractor be relieved of its obligations under this Contract as a result of its use of any Subcontractors. Contractor shall supervise the activities and performance of each Subcontractor and shall be jointly and severally liable with each such Subcontractor for any act or failure to act by such Subcontractor. If Metro determines that the performance or conduct of any Subcontractor is unsatisfactory, Metro may notify Contractor of its determination in writing, indicating the reasons therefore, in which event Contractor promptly shall take all necessary actions to remedy the performance or conduct of such Subcontractor or, subject to the terms of this Section, replace such Subcontractor by another Third Party or by Contractor personnel.

10 Change Management

10.1 Change Management/In Scope Service Requests. If Metro requires the performance of work that is not being performed at a particular time but that is within the scope of the Services, Metro shall deliver to the Contractor Project Executive an "In Scope Service Request" in the form set forth in Attachment ___, specifying the proposed work with sufficient detail in which to enable evaluation by Contractor. With respect to In Scope Service Requests that are in the nature of a longer-term project, unless the Parties mutually agree in writing to proceed otherwise, within five (5) Business Days following the date of Contractor's receipt of such In Scope Service Request, Contractor shall provide Metro with a written proposal in response to the In Scope Service Request that contains the following: (a) a detailed description of the Services to be performed; (b) specifications (if applicable); and/or (c) an implementation plan, with implementation to commence not later than thirty (30) calendar days after approval thereof, unless otherwise mutually agreed. All services requested in an In Scope Service Request shall constitute Services for purposes of this Contract. All In Scope Service Requests shall be governed by the terms and conditions of this Contract. Metro shall notify Contractor in writing whether to proceed with the In Scope Service Request, and Contractor shall take no further action with respect to the In Scope Service Request until it receives approval from Metro. In Scope Service Requests must be executed by the Purchasing Agent, or his or her designee, in order to be effective.

10.2 Change Management/Out of Scope Work Orders.

10.2.1 Requirements and Process. From time-to-time, Metro may solicit a response from prospective providers to perform services that are outside the scope of the Services ("Out of Scope Service(s)"). At Metro's request, Contractor shall submit a response ("Out of Scope Work Order") to any such Out of Scope Services request that complies with the terms of this Section within ten (10) Business Days after Contractor's receipt of Metro's request, or, if the scope of the Out of Scope Services is such that ten (10) Business Days would be insufficient, within a mutually agreeable period of time.

10.2.2 Fees. Contractor's proposed fees for performing each Out of Scope Work Order shall be at a fixed price (to the extent the Out of Scope Service consists of design, build or other development

services) or at a fixed rate per unit of performance or other benefit to be received by Metro (to the extent the Out of Scope Service consists of operational or other ongoing services), in either case based upon the lower of: the Service Rates or such other best rates, terms and conditions Contractor is offering or has offered to other customers for services of a similar nature and scope. Each such response shall be in writing and shall contain the following requirements and be in conformance with the process set forth herein: (a) Contractor's response to Metro's description and specifications for the Out of Scope Services, including all services to be performed, categories of personnel (and number of personnel within each category) required to complete the Out of Scope Services, and an implementation plan; (b) the amount, schedule, and method of payment; (c) the timeframe for performance; (d) completion and acceptance criteria; and (e) any proposed service level requirement for new services that would result from the Out of Scope Services. If Metro selects Contractor as its provider with respect to, or the Parties otherwise reach agreement on the terms and conditions of the Out-of-Scope Work Order, the obligations of Contractor with respect to the Out of Scope Services shall be deemed "Other Services" (as defined herein) under this Contract, and the Out of Scope Services and the Out-of-Scope Work Order shall be governed by all the terms and conditions of this Contract

11 License

11.1 Contractor has the right to grant to Metro the rights set forth in this Contract.

11.2 Contractor hereby grants to Metro a perpetual, non-exclusive license to use the Software in Davidson County and the Nashville MSA as set forth in this Contract.

11.3 Metro understands the confidential nature of the Software licensed by Contractor and agrees to use all reasonable controls to protect the confidential nature of all Software licensed by Contractor or licensed to Contractor by a third party which shall in no event be less than the same standard of care which User uses to protect its own most proprietary, confidential information. Contractor understands and recognizes that Metro is a government entity and as such is subject to the Tennessee Open Records Act. Contractor understands and recognizes that Metro will comply with the Tennessee Open Records Act even if it conflicts with the terms of this Contract. Therefore, Contractor agrees that compliance with the Tennessee Open Records Act is not a breach of this Contract and Contractor will not be entitled to: terminate the License granted herein, a cause of action against Metro, and/or any damages for Metro's complying with the Tennessee Open Records Act.

11.4 Metro as Sole Owner. Metro shall be the sole and exclusive owner of all Work Product, and of all copyright, patent, trademark, trade secret, and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of Metro from the date of conception, creation, or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Contractor expressly assigns to Metro all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and other proprietary rights therein, whether in the United States or any other country, territory or jurisdiction, that Contractor may have or obtain,

without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Contractor. Contractor shall obtain similar written undertakings from all subcontractors, employees and consultants who will perform any services for this Contract, so as to ensure Metro's ownership of the Work Product as provided herein, and shall not commence the deployment of any such subcontractor, employee or consultant until such a written undertaking has been obtained from any such subcontractor, employee or consultant and delivered to Contractor. Contractor acknowledges that the parties do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976, as amended, and that Contractor shall in no event be deemed the joint author or any Work Product. Metro shall have unrestricted access to all Contractor materials, premises and computer files containing the Work Product. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.

11.5 Contractor License to Use. Metro hereby grants to Contractor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Metro and/or any other department of Metro. Except as provided in this Section, neither Contractor nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers with the prior written consent of Metro, which consent may be withheld or given in Metro's sole discretion.

11.6 Intellectual Property. Contractor promptly and fully shall disclose in writing and deliver to Metro all Work Product, which delivery, in the case of computer programs, shall include both source code and object code and all available user manuals and other documentation, including any documentation specifically requested by Metro. Contractor shall execute and deliver any and all patent, copyright or other applications, assignments, and other documents that Metro requests for protecting the Work Product, whether in the United States or any other country, territory or jurisdiction. Metro shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Contractor shall cooperate, at Metro's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product. Contractor shall provide to Metro's Department of Law, on a quarterly basis, a written report with information to enable Metro to pursue all intellectual property registrations or protections for Metro's interests in the Work Product.

11.7 Contractor's Underlying and Derivative Works. Notwithstanding anything to the contrary contained in this Contract, including this Section, Contractor shall be the sole and exclusive owner of all of Contractor's Underlying Works and all Derivative Works thereof that do not contain Work Product.

11.8 Third-Party Underlying and Derivative Works. Notwithstanding anything to the contrary contained in this Contract, including this Section, the sole and exclusive owner of any third party's Underlying Works and of all Derivative Works thereof that are created, invented, conceived, and fixed in a tangible medium of expression by such third party shall be the applicable third party; provided, however, that Contractor shall not implement or utilize any third-party Works in the provision of any services unless the third-party Works are commercially available or Contractor has obtained from such third parties all rights and licenses required to perform the services under this Contract. The terms and conditions of all such rights and licenses shall be subject to the review and approval of Metro prior to their implementation by Contractor under this Contract. With respect to all technology used and to be used by Contractor to perform the services hereunder, whether proprietary to Contractor or known to be proprietary to any other person, Contractor hereby grants

and agrees to grant to Metro, or shall cause to be granted by the licensor thereof, as the case may be, without additional charge, such licenses and sublicenses as may be necessary in order for Metro, and its authorized representatives (including third party SPs), to use, or receive the benefit of the use by Contractor of, such technology in connection with the services under this Contract.

11.9 Advance Consents. Contractor shall obtain advance consents from Contractor's licensors and lessors to the conveyance or assignment, at no cost to Metro, for all licenses and leases related to the services under this Contract upon Disengagement. If such advance consents cannot be obtained, Contractor shall promptly notify Metro so that Metro shall have the option to enter into the applicable license or lease in its own name.

11.10 Metro Data. Metro shall permit Contractor to have access to Metro data solely to the extent that Contractor requires access to such data to provide the services in accordance with the terms of this Contract. Contractor may only access and process Metro data in connection herewith or as directed by Metro in writing and may not otherwise modify Metro data, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as specifically permitted herein or as directed by Metro in writing. Contractor understands and agrees that Metro owns all right, title, and interest in and to the Metro data and in and to any modification, compilation or Derivative Works therefrom.

11.11 Cooperation. If at any time Metro brings or investigates the possibility of bringing, any claim against any person for infringement of any patent, trademark, copyright or similar proprietary right of Metro, including misappropriation of trade secrets and misuse of confidential information, then Contractor, upon the request and at the expense of Metro, shall cooperate with and assist Metro in the investigation or pursuit of such claim, and provide Metro with any information, in Contractor's possession that may be of use to Metro in the investigation or pursuit of such claim.

12 Copyright, Trademark, Service Mark, or Patent Infringement.

12.1 Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a United States copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.

12.2 If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

12.2.1 Procure for Metro the right to continue using the products or services.

12.2.2 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.

12.2.3 Remove the products or discontinue the services and cancel any future charges pertaining thereto.

12.3 Provided, however, that Contractor will not exercise option 12.2.3 until Contractor and Metro have determined that options 12.2.1 and 12.2.2 are impractical.

12.4 Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:

12.4.1 The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.

12.4.2 The use of the products or services in a manner for which the products or services were neither designated nor contemplated.

12.5 The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.

12.6 Contractor is not liable if any infringement claim is based upon (i) the interconnection, operation or use of the equipment or software product in combination with equipment, software or other devices not made or supplied by Contractor, (ii) use of operation of the equipment or software product in a manner for which it was not designed or recommended by Contractor or (iii) alteration, adaptation or modification of the equipment or software Subject to the limitation of liability provision herein, Contractor shall pay damages finally awarded for any settlement made with Contractor's prior written authorization.

13 Continued Performance; No Tolling of Cure Periods

Except for the duration of a valid Force Majeure Event, the Parties agree to continue performing their obligations under this Contract while the Problem is being resolved, unless and until the Problem is resolved or until this Contract is terminated. The time frame for a Party to cure any breach of the terms of this Contract shall not be tolled by the pendency of any Problem resolution procedures.

14 Equitable Relief

Notwithstanding anything contained in this Contract to the contrary, either party shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction.

15 Termination

15.1 Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, Metro shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor. The foregoing notwithstanding, Metro shall provide Contractor written notice of the alleged violation or breach and Contractor shall have 30 days in which to cure said alleged violation or breach. If at the end of such 30 day period Contractor has failed to cure any such violation or breach, Metro may terminate this Contract. In the event that Contract is so terminated Metro shall not be liable for any

further payments under the Contract, and Contractor shall, within 30 days following termination, refund to Metro the system software and services by paying to Metro an amount equal to the sums theretofore paid by Metro. To the extent a Party elects to cure any failure by it to comply with its obligations under the Contract, all costs and expenses associated with such cure shall be borne solely by the curing party and shall in no event count toward satisfaction of either of the applicable Metro CAP or Contractor CAP

15.2 Termination-Funding. Should funding for this Contract be discontinued, Metro shall have the right to terminate the Contract immediately upon written notice to Contractor. In the event that Contract is so terminated Metro shall not be liable for any further payments under the Contract. In the event Metro terminates this Contract under this provision, Metro shall remain liable to Contractor for any accumulated payments due prior to the effective date of the written notice of termination for services performed under this Contract.

15.3 Termination-Notice. Metro may terminate this Contract at any time upon thirty (30) days written notice to Contractor. In the event that the Contract is so terminated, Metro shall not be liable for any further payments under the Contract. In the event Metro terminates this Contract under this provision, Metro shall remain liable to Contractor for any accumulated payments due prior to the effective date of the written notice of termination for services performed under this Contract.

16 Disentanglement

16.1 General Obligations. Upon any termination or expirations of this Contract, Contractor shall provide the Disentanglement (as defined herein) services as set forth in this Section. Contractor shall accomplish a complete transitions pf any terminated services from Contractor and its subcontractors to Metro, its departments and/or to any replacement provider(s) designated by Metro (collectively, the "Replacement Providers"), without causing any unnecessary interruption of, or causing and unnecessary adverse impact on, the services under this Contract and/or services provided by any third parties (the "Disentanglement"). Without limiting the generality of the foregoing, Contractor shall: (a) cooperate with Metro, its departments and/or the Replacement Providers, including promptly taking all steps required to assist Metro in effecting a complete Disentanglement; (b) provide to Metro, its departments and/or the Replacement Providers all information regarding the services as needed for disentanglement including, without limitation, data conversions, interface specifications and related professional services; (c) provide for the prompt and orderly conclusion of all work, as Metro may direct, including documentation of work in progress and other measures to provide an orderly transition to Metro, its departments and/or the Replacement Providers; and (d) accomplish the other specific obligations described in this Section 11. Contractor and Metro shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of services in process; provided, however, that Contractor's obligation under this Contract to provide all services necessary for Disentanglement shall not be lessened in any respect. All services related to disentanglement shall be deemed a part of the services and included within the fees; provided, however, that the parties shall reach agreement on, and set forth in a separate schedule, those Disentanglement services that will require no additional charges over and above those set forth in this Contract, and those Disentanglement services that are either new or require additional charges. Contractor's obligation to provide the services shall not cease until a Disentanglement that is satisfactory to Metro has been completed, including the performance by Contractor of all asset transfers, if any, and other obligations of Contractor set forth in this Section.

16.2 Disentanglement Period. The process to effectuate the Disentanglement shall begin on any of the following dates: (a) the date designated by Metro in connection with expiration of the term of this Contract, which shall not be earlier than one hundred eighty (180) calendar days prior to the end of the term; or (b) the termination date specified in any termination notice hereunder, and shall continue: (c) in the case of subsection (a), until expiration of the term; or (d) in all other cases, for a period of up to twelve (12) months thereafter, at Metro's option (with the applicable date on which Contractor's obligation to perform the services expires being referred to as the ("Expiration Date")). If requested by Metro, Contractor shall perform its Disentanglement obligations on an expedited basis if Metro terminates this Contract pursuant to Sections 16.

16.3 Specific Obligations. Disentanglement shall include, without limitations, the performance of the specific obligations described in this Section. In connection with subsections below, Contractor shall as soon as reasonable possible following its issuance or receipt of a termination notice, but in no event longer than ten (10) business days thereafter, provide to Metro a complete and accurate list of all items that will be subject to conveyance or re-conveyance to Metro as provided in such Sections. Contractor agrees that its agreements with all third parties relating to this Contract, including subcontractors, shall not include any terms that would prohibit or otherwise restrict such third parties, including subcontractors, from entering into agreements with Metro and/or the Replacement provider (whether directly or through an assignment) as provided herein.

16.3.1 Full Cooperation, Information and Knowledge Transfer. During disentanglement, the parties shall cooperate fully with one another to facilitate a smooth transition of the terminated services from Contractor and its subcontractors to Metro, its Departments and/or the Replacement Providers. Contractor shall provide such cooperation both before and after the expiration date, and such cooperation shall include, without limitation, provisions of full, complete, detailed, and sufficient information (including all information then being utilized by Contractor with respect to programs, tools, utilities and other resources used to provide the services) and knowledge transfer with respect to all such information in order to enable Metro's, its departments' and/or the Replacement Provider's personnel (or that of third parties) to fully assume, become self-reliant with respect to, and continue without interruption, the provisions of the services. Contractor shall cooperate with Metro and all of Metro's other SPs to provide a smooth transition at the time of Disentanglement, with no unnecessary interruption of services, no unnecessary adverse impact on the provision of services or Metro's activities and no unnecessary interruptions of, or unnecessary adverse impact on, any services provided by third parties.

16.3.2 Third Party Authorizations. Without limiting the obligations of Contractor under this Contract and subject to the terms of any third-party contracts, if requested by Metro as part of the Disentanglement, Contractor shall procure at no charge to Metro any third party authorizations necessary to grant Metro the use and benefit of any third party contracts between Contractor and third party contractors used to provide the services hereunder, pending their assignment to Metro pursuant to subsection 17.3.4.

16.3.3 Licenses to Software. Without limiting Metro's rights in and to the licenses previously granted to Metro pursuant to Section 11 , which licenses Metro shall have the right to retain following the Expirations Date, if and as requested by Metro as part of the Disentanglement, Contractor shall: (a) re-assign to Metro and/or the Replacement Provider(s) any licenses assigned to Contractor to provide the services under this Contract; and (b) grant to Metro and/or the Replacement Provider(s) a non-exclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty-free, worldwide license to use, copy and modify all Contractor-Owned Software and

Contractor-licensed third-party Software used to provide the services as identified in the list provided by Contractor pursuant to Section 17.3. Contractor shall provide Metro with a copy of each such program, in such media as requested by Metro, together with object code, source code and appropriate documentation. Contractor shall also offer to Metro maintenance (including all enhancements and upgrades) and support with respect to such Contractor-owned Software and Contractor-licensed third party Software for so long as Metro requires, at rates comparable to rates that Contractor is offering to other major customers for services of a similar nature and scope. In addition, although Metro acknowledges that Contractor does not control third-party software vendors (if any), if requested by Metro, Contractor shall assist Metro, its departments, and/or the Replacement Provider(s) in securing maintenance (including all enhancements and upgrades) and support with respect to any such software for so long as Metro requires at competitive rates.

16.3.4 Assignment of Contracts. If and as requested by Metro as part of the Disentanglement, Contractor shall assign to Metro and or the Replacement Provider(s), from among those leases, maintenance, support and other contracts used by Contractor, Metro or any other person in connection with the services provided under this Contract, such contracts as Metro might select from the list provided by Contractor pursuant to subsection 17.3. Contractor's obligation under this subsection shall include Contractor's performance of all obligations under such leases, maintenance, support and other contracts to be performed by it with respect to periods prior to the date of assignment, and Contractor shall reimburse Metro for any losses resulting from any claim that Contractor did not perform such obligations.

16.3.5 Delivery of Documentation and Data. If and as requested by Metro, Contractor shall deliver to Metro, and/or the Replacement Provider(s) all documentation and data related to Contractor's provision of the services under this Contract, including the Metro Data, as well as all procedures, standards and operating schedules, held by Contractor. Notwithstanding the foregoing, Contractor may retain one (1) copy of such documentation and data, excluding Metro data, for archival purposes or warranty support.

16.4 Preparation for Disentanglement.

16.4.1 Complete Documentation. Contractor shall provide to Metro complete information, including complete documentation, in accordance with the standards and methodologies to be implemented by Contractor, for all Software (including applications developed as part of the services under this Contract) and hardware, that is sufficient to enable Metro and/or the Replacement Provider(s), to fully assume the provision of such services to Metro.

16.4.2 Maintenance of Assets. Contractor shall maintain all of the hardware, Software, systems, networks, technologies, and other assets utilized in providing services under this Contract to Metro (including leased and licensed assets) in good condition and in such locations and configurations as to be readily identifiable and transferable back to Metro or its designees in accordance with the provisions of this Contract; in addition, Contractor shall insure such assets in accordance with the requirements of this Contract.

16.4.3 Advance Written Consents. In accordance with this Contract, at all times during the term hereof, Contractor shall obtain advance written consents from all licensors and lessors to the conveyance or assignment of licenses and leases to Metro and/or the Replacement Provider(s) upon Disentanglement. Contractor also shall obtain for Metro the right, upon Disentanglement, to obtain maintenance (including all enhancements and upgrades) and support with respect to the assets that

are subject of such leases and licenses at the price of which, and for so long as, such maintenance and support is made commercially available to other customers of such third parties.

16.4.4 All Necessary Cooperation and Actions. Contractor shall provide all cooperation, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this Section 11.

16.5 Payment for Disentanglement. If Metro terminates this Contract, or any portion thereof, for convenience, or if this Contract, or any portion thereof, is terminated due to a material default of Metro, then Metro shall pay any applicable fees associated with Disentanglement services that it has requested. If this Contract, or any portion thereof, is terminated for any other reason including, but not limited to, breach and Force Majeure, then Contractor shall pay the applicable fees associated with Disentanglement.

17 Compliance with laws

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

18 Security and Confidentiality

18.1 General. Contractor shall provide all services under this Contract utilizing security technologies and techniques and in accordance with industry best practices and Metro's security policies, procedures and requirements, including those relating to the prevention and detection of fraud or other inappropriate use of or access to systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detections and encryption technologies. In no event shall Contractor's action or inaction result in any situation that is less secure than: (a) the security Metro provided as of the Effective Date of this Contract; or (b) the security Contractor then provides for its own systems and data, whichever is greater,

18.2 Information Access. Prior to performing any services under this Contract, Contractor and its employees, agents and subcontractors who may access Metro data and software shall execute the parties' agreements and forms concerning access protection and data/software security consistent with the terms and conditions of this Contract. Contractor and its employees, agents and subcontractors shall comply with all policies and procedures of Metro regarding data access, privacy and security, include any that prohibit or restrict remote access to Metro systems and data. Metro may authorize, and Contractor shall issue, any necessary information-access mechanisms, including access Ids and passwords, and Contractor agrees that the same shall be used only by the personnel to whom they are issued. Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible. Contractor shall from time-to time, upon request from Metro but in the absence of any such request at least quarterly, provide Metro with an updated list of those Contractor personnel having access to Metro's systems, software, and data, and the level of such access. Computer data and software, including Metro data, provided by Metro or accessed (or accessible) by Contractor personnel or Contractor's subcontractors' personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited by Contractor or its subcontractors in any manner whatsoever. Failure of Contractor or its subcontractors to comply with the provisions of this Section 13 may, at Metro's sole discretion,

result in Metro restricting offending personnel from access to Metro's computer systems or Metro data or the termination of this Contract for material breach. It shall be Contractor's responsibility to maintain and ensure the confidentiality and security of Metro's data.

18.3 Background Checks. If Contractor assigns persons (whether employees, contractors, subcontractors and/or agents), other than employees specifically exempted in writing by Metro, to perform work at any Metro site, Contractor shall conduct a background check on all such persons and review the results of the background check of each person to verify that the person meets Contractor's standards for employment before presenting the results of the background check to Metro and requesting that Metro grant access to any such person to any Metro site. No person shall have access to any Metro site prior to delivery of the written background check to Metro and Metro's approval of such person. Metro shall be permitted, at its sole option, to refuse access to any person to any Metro site. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors (including subcontractors and/or agents) or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding twelve (12) month period and detail the individual's arrest record, credit history and employment history. Contractor shall obtain all releases, waivers, or permissions required for the release of such information to Metro. Prior to presenting any such person to Metro, with verifications on an annual basis, Contractor's human resources manager for this Contract shall certify that the background check required by this subsection 13.3 has been conducted with respect to all persons assigned by Contractor to perform work at any Metro site.

19 Notices and Designation of Agent for Service of Process.

Notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department:

Att'n:

Addr:

- a) Notices to Contractor shall be mailed or hand delivered to:

Contractor:

Att'n:

Addr:

- b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Att'n:

Addr:

20 Maintenance of Records

Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

21 Metro Property

Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Metro property, except as provided in Section 6 hereto and updates to the software referenced in that Section.

22 Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

23 Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

24 Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

25 Employment

Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

26 Insurance

During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Contract.

26.1 Commercial General Liability Insurance. Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less

than one million dollars (\$1,000,000.00) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in the Agreement.

Such insurance shall:

26.1.1 Be written on ISO occurrence form CGL)) 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (included the tort liability of another assumed in a business contract).

26.1.2 Include the Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

26.2 *Automotive Liability Insurance*; including vehicles owned, hired, and non-owned, with a limit of not less than one million dollars (\$1,000,000.00) each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.

26.3 Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's Workers' Compensation insurance coverage.

26.4 Professional Liability. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions or negligent acts committed in the performance of professional services under this contract with limits of one million dollars (\$1,000,000).

26.5 Other Insurance Requirements. Contractor shall:

26.5.1 Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium.

26.5.2 Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

26.5.3 Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

26.5.4 Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of Contract.

26.5.5 Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.

26.5.6 Require all subcontractors to maintain during the term of the Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation and Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense prior to the commencement of subcontractors' work. The General Contractor's commercial general liability should not include CG 2294 or CGT 2295.

26.5.7 Any deductibles and/or self-insured retentions greater than \$50,000.00 must be disclosed to and approved by Metro prior to the commencement of services.

26.5.8 If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

26.5.9 The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.

27 Contingent Fees

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government Contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Contractor or subcontractor under Metropolitan Government contracts.

28 Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a Contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

29 Indemnification and Hold Harmless

29.1 Contractor shall defend indemnify and hold harmless Metro, its officers, agents and employees from:

29.2 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

29.3 Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

29.4 Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

29.5 Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

29.6 If Contractor declines to assume the defense of a claim as provided in this Section: (a) Metro may assume such defense and, if such defense is assumed, unless the parties otherwise agree in writing, Contractor thereafter shall be barred from assuming such defense at a later time; and (b) if it is later determined by a court of competent jurisdiction, without right of further appeal, that such claim was eligible for indemnifications by Contractor under this Section 22, within thirty (30) calendar days following such determination, Contractor shall reimburse Metro in full for all settlements, judgments, costs and expenses (including attorneys' fees) incurred by Metro in connection with such claim.

30 Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event Metro prevails, Contractor shall pay all expenses of such action including Metro's reasonable attorney fees and reasonable costs at all stages of the litigation.

31 Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for rights to money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TN 37201.

32 Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

33 Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

34 Governing Law

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee, exclusive of its provisions on conflicts of laws. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

35 Venue

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

36 Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

37 Escrow of Source Code

Contractor shall place in escrow the source code of software as implemented by Metro. Metro will have access to software source code, pursuant to the attached Escrow Agreement, Exhibit D, or proposed agreement acceptable to Metro.

38 Interpretation

4.1.1 THE PARTIES ACKNOWLEDGE AND AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN FREELY, FAIRLY AND THOROUGHLY NEGOTIATED. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE SUCH TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WAIVERS, ALLOCATIONS OF, RELEASES FROM, INDEMNITIES AGAINST AND LIMITATIONS OF LIABILITY, WHICH MAY REQUIRE CONSPICUOUS IDENTIFICATION, HAVE NOT BEEN SO IDENTIFIED BY MUTUAL AGREEMENT AND THE PARTIES HAVE ACTUAL KNOWLEDGE OF THE INTENT AND EFFECT OF SUCH TERMS AND CONDITIONS. EACH PARTY ACKNOWLEDGES THAT IN EXECUTING THIS AGREEMENT THEY RELY SOLELY ON THEIR OWN JUDGMENT, BELIEF, AND KNOWLEDGE, AND SUCH ADVICE AS THEY MAY HAVE RECEIVED

FROM THEIR OWN COUNSEL, AND THEY HAVE NOT BEEN INFLUENCED BY ANY REPRESENTATION OR STATEMENTS MADE BY ANY OTHER PARTY OR ITS COUNSEL. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR ITS COUNSEL DRAFTED SUCH PROVISION. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

39 Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

40 Effective Date.

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Purchasing Agent:

RECOMMENDED:

Department of General Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

CONTRACTOR:

BY: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, this ____ day of _____, 20__, by

_____, the

_____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires _____

Date: _____

APPENDIX 1

Escrow Agreement Between The Metropolitan Government Of Nashville And Davidson County And Contractor

Definition

“Source Code Escrow Package” shall mean:

- a) a complete copy in machine-readable form of the Source Code and Executable Code of the Licensed Program(s) and a Software Developer’s Package for any third party software;
- b) a complete copy of any existing Design Documentation and User Documentation; and
- c) complete instructions for compiling and linking every part of the Source Code into Executable Code, for purposes of enabling verification of the completeness of the Source Code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate Executable Code.

Agreement

Contractor agrees to provide the following services:

- a) Source Code. Upon completion of installation of the software in each department in which such are completed in connection with the contract entered into between Contractor and Metro, Contractor and/or any Licensor of software to Metro under this Contract, shall deliver a Source Code Escrow Package as defined herein, to Metro Information Systems pursuant to the following terms and conditions. As to any third-party software utilized by or made a part of the software provided under this Contract, the Contractor shall take such steps as necessary for the provision of a software developer’s kit for such third-party software in the Source Code Escrow Package.
- b) Delivery of Source Code into Escrow. Contractor shall deliver a Source Code Escrow Package to the Metro Information Systems Department. The Metro Information Systems Department shall place said Source Code Escrow Package into a Nashville bank safe deposit box and shall access such Source Code Escrow Package only under the terms and conditions listed herein.
- c) Delivery of New Source Code into Escrow. When and if, from time to time during the Contract Period, Contractor provides Metro with a Maintenance Release or Upgrade Version of the Licensed Software, Contractor shall within ten (10) days thereafter deposit with the Metro Information Systems Department, in accordance with this section, a Source Code Escrow Package for the Maintenance Release or Upgrade Version.
- d) Verification of Source Code Escrow Package. Metro, at its option and expense, may request that the completeness and accuracy of any Source Code Escrow Package be verified.
 - 1) Such verifications may be requested once per Source Code Escrow Package.
 - 2) Such verification will be conducted by another party (the “Verifier”) reasonably acceptable to the Contractor (after full disclosure to the Contractor of information reasonably requested by Contractor about the verifier).
 - 3) Prior to conducting the verification, the Verifier shall first execute a confidentiality agreement precluding the Verifier from disclosing any information about the Source Code Escrow Package except to notify Metro whether or not the Source Code

Escrow Package was found to be complete and accurate. Verifier shall also agree to provide Contractor with a copy of all information given to Metro.

- 4) Contractor may in its discretion designate a representative to accompany the Source Code Escrow Package at all times, and to be present at verification. The verifier will be Metro's sole representative at the verification.
 - 5) The responsibility for the completeness and accuracy of the verification will be solely that of the Verifier. Neither the Escrow Agent nor Contractor shall have the responsibility or liability to Metro for any incompleteness or inaccuracy of the verification. Nor shall Metro have any liability to Contractor for any incompleteness or inaccuracy of any verification.
- e) Escrow Fees. All fees and expenses charged in connection with the escrowing of the Source Code Escrow Package will be borne by the Contractor, including the cost of the software developer's package(s).
- f) Release Events for Source Code Escrow Package. The following shall each be deemed to be an "Escrow Release Event":
- 1) The occurrence and continuance of a material breach by Contractor of the License Agreement or this Agreement which remains uncured ninety (90) days after notice thereof.
 - 2) Any rejection or termination of the Software License Agreement or this Agreement by Contractor or its successors or representatives in breach of the provisions of the Software License Agreement or this Agreement, including in all events any rejection or termination of the License Agreement or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the "Bankruptcy Code"), or any other federal or state bankruptcy, insolvency, receivership, or similar law.
 - 3) Failure of a trustee, including Contractor as debtor in possession, in any bankruptcy case hereafter filed by or against Contractor either to assume the Software License Agreement and this Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the License Agreement and this Agreement within the meaning of Section 365 (a) (4) (i) of the Bankruptcy Code.
 - 4) The termination of substantially all of Contractor's ongoing business operations relating to the subject to the License Agreement and this Agreement.
 - 5) Any liquidation of Contractor, or any sale, assignment, or foreclosure of or upon assets that are necessary for the performance by Contractor of its responsibilities under the Software License Agreement and this Agreement.
 - 6) The termination by Contractor of support of any software derived from the Source Code.
- g) Release Event Procedures. If Metro desires to obtain the Source Code Escrow Package from the bank safe deposit box upon the occurrence of a Release Event, then:
- 1) Metro shall send notice to the Contractor of the occurrence of the Release Event;
 - 2) Metro shall maintain all materials and information comprising the Source Code Escrow Package in strict confidence and shall use and/or disclose such materials and information only in accordance with this Contract;
 - 3) Metro shall promptly respond, fully and completely, to any requests for information from Contractor concerning Metro's use or contemplated use of the Source Code

Escrow Package and the names, employment histories and affiliations of the individual(s) having access to the Source Code Escrow Package.

**APPENDIX C
COST PROPOSAL TEMPLATE**

Table 1 – Cost Summary

	Option 1 Behind the Firewall	Option 2 Hosted Solution
	Cost	Cost
One-Time Costs		
Hardware		
Software		
Implementation Services		
Subtotal		
Recurring Costs		
Hardware		
Software		
On-Going Implementation Services		
Monthly Fee per User		
Subtotal		
TOTAL		

Table 2 – Detailed Hardware, Software, and Implementation Services Costs (to support Table 1 figures)

Item Description	Quantity	Unit Cost	One Time Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost

Table 3 – Additional/Optional Functionality

(Additional/Optional Functionality may be purchased at the option of Metro. SPs may insert additional rows as necessary.)

Item	One-Time Cost	On-Going Cost (annual)
Total		

Table 4 – System Deliverables and Payment Schedule

Deliverable Name	Payment Percentage (subject to a 10% holdback to be made following system acceptance)
Total	100%

Table 5 – Labor Costs for Additional Services

Staff Position	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5

Affidavits

State of _____ County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ___ day of _____, 200__.

Notary Public

My commission expires: _____

The successful proposer shall comply with the following insurance requirements:

During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Contract.

40.1 *Commercial General Liability Insurance.* Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than one million dollars (\$1,000,000.00) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in the Agreement.

Such insurance shall:

40.1.1 Be written on ISO occurrence form CGL)) 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (included the tort liability of another assumed in a business contract).

26.1.2 Include the Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

40.2 *Automotive Liability Insurance;* including vehicles owned, hired, and non-owned, with a limit of not less than one million dollars (\$1,000,000.00) each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.

40.3 Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's Workers' Compensation insurance coverage.

40.4 Professional Liability. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions or negligent acts committed in the performance of professional services under this contract with limits of one million dollars (\$1,000,000).

40.5 Other Insurance Requirements. Contractor shall:

40.5.1 Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium.

40.5.2 Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

40.5.3 Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

40.5.4 Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of Contract.

40.5.5 Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.

40.5.6 Require all subcontractors to maintain during the term of the Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation and Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense prior to the commencement of subcontractors' work. The General Contractor's commercial general liability should not include CG 2294 or CGT 2295.

40.5.7 Any deductibles and/or self-insured retentions greater than \$50,000.00 must be disclosed to and approved by Metro prior to the commencement of services.

40.5.8 If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

40.5.9 The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.

APPENDIX E
LIST OF PROPOSED SMALL BUSINESSES
RFP # 06-33

Proposer Name: _____

	Small Business Name	Small Business Address and Phone Number	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.				
2.				
3.				
4.				
5.				
6.				

INSTRUCTIONS:

- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry
- If this RFP is for Construction Design and Build services, you are not required to submit small business names and addresses services/products **related to the build phase of this project**. However, you must identify the minimum percentage of total contract dollars to be spent with a small business (column 3) by industry of work (column 4).

Submission of a proposal shall constitute SP's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

Signature

Type/Print Name and Title

EXHIBIT F
AFFIDAVIT FOR CLAIMING STATUS AS A SMALL BUSINESS
RFP #06-33

STATE OF _____ COUNTY OF _____

PROPOSER OR PROPOSED SUBCONTRACTOR AFFIRMS THAT IT IS A SMALL BUSINESS AS DEFINED BY THE CODE OF LAWS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE REGULATIONS THERETO.

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

“Small Business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

FURTHER, REGULATION 4.44.010.02 STATES:

Small businesses are those businesses which meet the criteria established by [Section 4.44.010] and whose annual sales or number of employees does not exceed the per industry amounts set forth below. The amounts set forth below are an either/or requirement. For example, a Service Industry small business meets this portion of Metro’s requirements if the business has annual sales of \$600,000 and 9 employees OR if it has annual sales of \$400,000 and 10 employees.

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Mining	\$1,000,000	49
Construction	\$2,500,000	19
Manufacturing	\$1,000,000	99
Wholesale Trade	\$1,000,000	19
Retail Trade	\$500,000	9
Finance, Insurance, Real Estate	\$500,000	5
Transportation, Commerce, and Utilities	\$500,000	9
Service Industry	\$500,000	9

Definition of “Employee”: Employee means a person (or persons) employed on a full-time (or full-time equivalent), permanent basis. Full-time equivalent includes employees who work 30 hours per week of more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to a least a 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes.

Further, in order to be considered a small business, a business must:

- a) Have demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or Proposer, as specified by the Purchasing Agent;
- b) Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e.: a large business);
- c) Have performed independently and satisfactorily during each of the two most recent calendar years **and** performed a total of at least \$100,000.00 worth of work (during the two most recent calendar years) in the category of the work for which a contract or subcontract is sought
- d) Not be owned, controlled, or directed by individuals or groups on individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
- e) If a supplier, be an authorized regular distributor with normal wholesale agreements for the product or products to be supplied;

f) If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

Please provide the following information for the Proposer or Proposed Subcontractor:

Industry (specify one of the Industries from the table above) _____ AND

Sales volume for previous calendar year _____ AND

Average number of employees for previous calendar year _____

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

“Disadvantaged Business” means a **small business** which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage or disability.

Please check the appropriate box(es) below:

delete

Proposer or Proposed Subcontractor DOES NOT claim Disadvantaged Business status

OR

Proposer or Proposed Subcontractor claims Disadvantaged Business status as a:
(check all that apply)

Women-owned small business

Disabled-owned small business

Minority-owned small business (check only one box below)

African American-owned small business

Hispanic American-owned small business

Asian American-owned small business

Native American-owned small business

Other minority-owned small business (Please describe here _____)

Proposer /Subcontractor Name

Signature

Sworn to and Subscribed Before Me, a Notary Public, for the
above State and County, on this _____ Day of
_____, 2003.

Notary Public

My Commission Expires _____