

Offsite hosting, maintenance, licensing, and support of iManage for the Law Department's legal document management system for a period of 36 months

SCOPE OF WORK

The CTA seeks to enter into a service agreement with a Contractor to provide offsite hosting, maintenance & support services, and license of iManage software as required by the Law Department for its legal document management system. As a repository of CTA documents that Law staff can easily and securely access, search, and share, the system should allow for licensing of up to 105 users.

- A. Hosting Services. The Contractor will use commercially reasonable efforts to provide hosting services, either directly or through a subcontractor.
 1. General hosting services provided by the Contractor shall consist of the following:
 - a. Hosting environment. The Contractor shall procure and provide the hardware and hosted software to make the content available to the CTA.
 - b. Hosting environment management. The Contractor shall provide all hardware, operating system management, and monitoring services for the Contractor's servers and the hosted software, and shall be fully responsible for maintenance and repair of the hosting environment. Provisions for such management shall include, at a minimum, uninterruptable power supply and appropriate backup facilities to meet the service level described herein.
 - c. Connectivity management. The Contractor shall ensure that connectivity from the hosting environment, whether via internet or cloud, is stable and contains sufficient bandwidth (or other appropriate metric) for the CTA's use of the hosting services.
 - d. Storage management. The Contractor shall configure and manage all internal and external storage devices included in this procurement, shall configure RAID level and system partitioning, and shall monitor partition utilization to prevent CTA data loss. The Contractor shall also manage any service issues, as needed.
 - e. Switch and firewall management. The Contractor shall provide management and monitoring services of its firewalls.
 - f. Backup management. The Contractor shall manage backup services and systems for all components relevant to the product(s) procured herewith, including restoration of service in the event of a disruption.
 2. iManage software support and other services the Contractor shall perform in connection with provision of hosting services include:
 - a. Installation. The Contractor shall install and configure all hosted software and services required to maintain the hosting environment.
 - b. Monitoring. The Contractor shall monitor the hosted software and provide for all servers and other devices to interface with its management tools.
 - c. Security. The Contractor shall implement physical, technical, and administrative security controls to protect the content of the product(s) procured herewith.
 - d. Root access. Unless otherwise stated, the Contractor shall maintain root access to all systems and shall perform root access tasks, and it shall provide the CTA with appropriate access levels to the CTA's system accounts for management of CTA data and/or applications. Should the Contractor require access to CTA equipment or premises, it shall coordinate with the CTA so as to minimize the impact on the CTA's business operations.

- B. Grant of Rights. The Contractor shall grant access to and use of the hosting services for up to 130 CTA designated licensees who will be subject to the terms and conditions of the Contractor's service agreement. The CTA shall recognize the Contractor's ownership of all right in and to the hosting services, whereas title and ownership of all proprietary rights in and to any content stored in the procured document management system shall be the property of the CTA.
- C. Maintenance. The Contractor shall perform regularly scheduled maintenance of the system, during which time the CTA shall typically be able to access and use the hosted services with no or minimal reduction or interruption of system performance. In the event of emergency maintenance service, the Contractor shall, to the best of its ability, provide notice to the CTA of the performance of the maintenance and of potential or actual interruptions of the CTA's access to and use of the system.
- D. Subcontractors. In all instances in which the Contractor uses subcontractors or third-party vendors in the performance of the services described herein, the Contractor shall ensure that those subcontractors and third-party vendors, whether as data centers or backup storage providers, will not have access to stored CTA content, but only to the physical equipment or the media storing the content. The CTA will not incur any additional fees, costs, or charges stemming from any subcontract.
- E. Retention of Content. The hosted services shall be able to retain and archive all CTA content indefinitely. The CTA may at any time provide the Contractor with written notice that it elects to discontinue extended archiving or to instruct the Contractor to delete or return any or all content. The Contractor shall comply with any such request, except where prohibited by applicable law. within 30 (thirty) days following termination of this contract, the CTA will provide written instruction to the Contractor to return and/or delete all content. In the absence of such instruction, the Contractor shall return all content to the CTA via appropriate medium and format.
- F. Data Privacy and Protection. The hosting services may be used to process information regulated by privacy or data protection laws, and the Contractor shall act only on the instructions of the CTA in processing any personal data, that is, information relating to identified or identifiable natural persons, as defined by applicable laws. Relevant to the processing of personal data, the Contractor shall take such steps as are reasonably necessary to the performance of its obligations under this agreement and in accordance with applicable privacy or data protection laws. The Contractor shall (1) not use personal data save for the purposes of delivering the services specified by this contract, (2) return personal data to the CTA, or destroy such data, upon termination of this contract and as instructed by the CTA, (3) implement security measures reasonably designed to safeguard personal data against unauthorized access, loss, destruction, damage, or disclosure, and (4) provide reasonable support to the CTA in complying with any legally mandated request or demand made by any court or government authority responsible for enforcing privacy or data protection laws.
- G. Upgrades and Retirements. The Contractor shall notify the CTA of the release of any new version of the hosted services or patch of its software and shall make the software upgrade or patch available to the CTA for download, along with all relevant or necessary release notes, installation instructions, and user guides, and shall provide support and assistance, as needed, with the installation of the upgrade. Similarly, the Contractor shall notify the CTA in advance of the retirement of software or legacy process that would affect the CTA's use of the hosted services. The Contractor shall provide assistance in development of an upgrade plan to a supported version of the software, as well as assistance with the actual upgrade to the supported version or functionality.
- H. Disaster Recovery. The system must provide daily off-site back-up, and the Contractor must have a comprehensive disaster recovery plan in place at all times to address such issues as event notification, assessment and management of the event, communication of the recovery plan, and a recovery point objective. The Contractor shall provide the CTA with proof of its ability

to implement the plan and ensure continuity of service.

- I. Customer Support. At a minimum, the Contractor shall provide the CTA with telephone and online access to customer support during but not limited to weekday business hours from 8:00 a.m. to 6:00p.m. Central Standard/Daylight Time, excluding holidays observed by the Contractor, and shall make every effort to adhere to commercially reasonable response times according to levels of severity. The Contractor may also offer customer support to the CTA on a "24/7" basis.