

# PROPOSAL REQUEST

26- 20160712

For

Maintenance for Server Hardware & Software

For Sumner County Register of Deeds



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:  
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[vicky.currey@sumnerschools.org](mailto:vicky.currey@sumnerschools.org)

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. 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 Sumner County Board of Education.

# **Introduction**

Sumner County Government (hereinafter referred to as "Sumner County") is hereby requesting proposals) Maintenance for Server Hardware & Software for the Sumner County Register of Deeds for fiscal year 2016-2017, 355 N Belvedere Drive Room 201 Gallatin, TN 3706. In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

## **General Information**

### **I. Proposal Package**

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

### **NEW VENDORS**

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
  - Valid Tennessee driver license or photo ID issued by department of safety
  - Valid out-of-state driver license
  - U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad
  - Report of birth abroad of a U.S. citizen
  - Certificate of citizenship
  - Certificate of naturalization
  - U.S. citizen identification card
  - Valid alien registration documentation or proof of current immigration registration

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

## **II. Responses**

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

## **III. Clarification and Interpretation of RFP**

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at [vicky.currey@sumnerschools.org](mailto:vicky.currey@sumnerschools.org), of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “Invitation to Bid” and Sumner County website at [www.sumnertn.org](http://www.sumnertn.org).

## **IV. Proposal Guarantee**

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

## **V. Related Costs**

Sumner County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

## **VI. Insurance Requirements and Liability**

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

**VII. Payment Terms**

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System’s approval of conformance with specifications.

**VIII. Deadline**

Sealed proposals will be accepted until **Tuesday July 12, 2016 10:00 a.m.** local time. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

**IX. Withdrawal or Modification of Proposal**

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

**X. Package**

The package containing the proposal must be sealed and clearly marked **Maintenance for Server Hardware & Software for the Sumner County Register of Deeds Bid # 26-20160712**, on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education  
Attn: Purchasing Supervisor  
1500 Airport Road  
Gallatin, TN 37066

**XI. Right to Seek a New Proposal**

**The Sumner County reserves the right to accept or reject any and all proposals for any reason.** Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

**XII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

**XIII. Discussions**

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

**XIV. Open Records**

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> County Website [www.sumnertn.org](http://www.sumnertn.org) under the Bids" link.

**XV. Assignment**

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

**XVI. Liabilities**

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

**XVII. Tax Status**

Sumner County Government is tax exempt.

**XVIII. Invoicing**

Invoices are to be submitted to:

Sumner County Government  
Register of Deeds  
355 N Belvedere Drive Room 201  
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

**XIX. Contract Nullification**

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

**XX. Applicable Law**

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statues to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

**Specific Information**

**Proposals requirement details:**

Equal or Equivalent to

# SERVICE AGREEMENT BID SPECIFICATION

264

2016-2017 Computer Maintenance Bid Specification

Effective Term: 7/1/2016 thru 6/30/2017

Sumner County Register of Deeds  
 355 N Belvedere Drive  
 Room 201  
 Gallatin, TN 37066

Item	Description	E.A.F.	Warranty Expires	Service Level	Amount	# of Days
1.00	Dell PowerEdge R810 (ESX11)			8X5		365
1.10	VMWare Managed Services			8X5		365
2.00	Dell PowerEdge R810 (ESX12)			8X5		365
2.10	VMWare Managed Services			8X5		365
20.00	Dell EqualLogic RS4100XV, 3.5TB			8X5		365
21.00	VMWare Virtual Server (DC1)			8X5		365
21.02	Windows Server NOS Support			NOS		365
21.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
22.00	VMWare Virtual Server (DC2)			8X5		365
22.02	Windows Server NOS Support			NOS		365
22.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
23.00	VMWare Virtual Server (VCENTER)			8X5		365
23.02	Windows Server NOS Support			NOS		365
23.82	Security Protection Plus Service (1 YEAR)			VIRUS		365
24.00	VMWare Virtual Server (DEESVR1)			8X5		365
24.01	Visual Recorder Server License Support			SSS		365
24.02	Windows Server NOS Support			NOS		365
24.03	Security Protection Plus Service (1 YEAR)			VIRUS		365
25.00	VMWare Maintenance Support Contract			3PARTYEST		365
101.00	Clerk Workstation (DEEWRK1)			NONE		365
101.10	Visual Recorder User License Support			SSS		365
101.20	Windows Workstation NOS Support			NOS		365
101.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
102.00	Clerk Workstation (DEEWRK2)			NONE		365
102.10	Visual Recorder User License Support			SSS		365
102.20	Windows Workstation NOS Support			NOS		365
102.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
103.00	Clerk Workstation (DEEWRK3)			NONE		365
103.10	Visual Recorder User License Support			SSS		365
103.20	Windows Workstation NOS Support			NOS		365
103.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
104.00	Clerk Workstation (DEEWRK4)			NONE		365
104.10	Visual Recorder User License Support			SSS		365
104.20	Windows Workstation NOS Support			NOS		365
104.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
105.00	Clerk Workstation (DEEWRK5)			NONE		365
105.10	Visual Recorder User License Support			SSS		365
105.20	Windows Workstation NOS Support			NOS		365
105.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
106.00	Clerk Workstation (DEEWRK6)			NONE		365
106.10	Visual Recorder User License Support			SSS		365
106.20	Windows Workstation NOS Support			NOS		365
106.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
107.00	Clerk Workstation (DEEWRK7)			NONE		365
107.10	Visual Recorder User License Support			SSS		365
107.20	Windows Workstation NOS Support			NOS		365
107.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
108.00	Clerk Workstation (DEEWRK8)			NONE		365
108.10	Visual Recorder User License Support			SSS		365

Item	Description	E.A.F.	Warranty Expires	Service Level	Amount	# of Days
108.20	Windows Workstation NOS Support			NOS		365
108.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
109.00	Clerk Workstation (DEEWRK9)			NONE		365
109.10	Visual Recorder User License Support			SSS		365
109.20	Windows Workstation NOS Support			NOS		365
109.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
110.00	Clerk Workstation (DEEWRK10)			NONE		365
110.10	Visual Recorder User License Support			SSS		365
110.20	Windows Workstation NOS Support			NOS		365
110.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
111.00	Clerk Workstation (DEEWRK11)			NONE		365
111.10	Visual Recorder User License Support			SSS		365
111.20	Windows Workstation NOS Support			NOS		365
111.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
112.00	Clerk Workstation (DEEWRK12)			NONE		365
112.10	Visual Recorder User License Support			SSS		365
112.20	Windows Workstation NOS Support			NOS		365
112.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
201.00	Public Workstation (DEEPUB1)			NONE		365
201.10	Visual Recorder Public License Support			SSS		365
201.20	Windows Workstation NOS Support			NOS		365
201.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
202.00	Public Workstation (DEEPUB2)			NONE		365
202.10	Visual Recorder Public License Support			SSS		365
202.20	Windows Workstation NOS Support			NOS		365
202.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
203.00	Public Workstation (DEEPUB3)			NONE		365
203.10	Visual Recorder Public License Support			SSS		365
203.20	Windows Workstation NOS Support			NOS		365
203.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
204.00	Public Workstation (DEEPUB4)			NONE		365
204.10	Visual Recorder Public License Support			SSS		365
204.20	Windows Workstation NOS Support			NOS		365
204.81	Security Protection Plus Service (1 YEAR)			VIRUS		365
900.00	Dell Rack Cabinet/KVM Switch			NONE		365
900.10	APC RM1500 UPS			8X5		365
900.20	APC RM1500 UPS			8X5		365
901.00	Dell PowerConnect 2724 Switch			8X5		365
902.00	Dell PowerConnect 2724 Switch			8X5		365
903.00	Dell PowerConnect 6248 Switch			8X5		365
904.00	Dell PowerConnect 6248 Switch			8X5		365

**TOTAL ANNUAL MAINTENANCE COST:**

**SERVICE LEVEL DESCRIPTIONS**

- 3PARTYEST** This item is an estimated amount for a 3rd party product and actual cost will not be known until invoiced by 3rd party provider. This estimate is subject to change.
- 8X5** Items covered under this service level receive maintenance response of 8 hours/day, 5 days/week, Monday-Friday, 8:00a-5:00p CST.
- NONE** Items are not covered for service and are being referenced for accounting purposes only.
- NOS** This level of support includes installation of new versions, releases and service packs of the appropriate operating system; device driver installation; printer queue installation and maintenance; installation of new versions, releases and service packs of Visual Recorder application software including database upgrades. Operating system and Visual Recorder license upgrade costs are the responsibility of the customer.
- SSS** Standard software support including state legislative changes, bug fixes, product enhancements and telephone support. Local legislative changes specific to a county are not included and required a separate software contract.
- VIRUS** Virus scanning engine and virus definition updates. Infection recovery services are not included and shall be billed at ProGRES's standard rates.

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**CONTRACT NOTES**

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<b>DAMAGE</b>	Damage caused by power, lightning or liquids or broken parts due to the negligence or misuse by customer is not covered by this agreement.
<b>INTERNET</b>	Unless otherwise stated, this service agreement does not cover any internet related support beyond a router that is covered under this agreement. All internet communication issues are between the customer and their internet service provider.
<b>MONITOR</b>	Monitor hardware maintenance does not include normal aging that occurs on CRT tubes such as brightness fade or blurring beyond it's third (3rd) year of service. Screen burned images are not covered by this maintenance agreement at any time.
<b>PRINTER</b>	Printer hardware maintenance includes the labor necessary to replace consumable items such as drums, fusers, maintenance kits and print heads, however parts are the responsibility of the customer. Also not included are consumable items such as toner cartridges, ribbons and paper products. Paper jams are the responsibility of the customer and are not covered under this agreement.
<b>REPLACE</b>	When an item under this agreement that is deemed unrepairable because of extensive failure or because of inability to acquire replacement parts is replaced with an different model of equal capabilities, ProGRES shall not be responsible for any consumable items such as ribbons, toner cartridges or other supplies that have been purchased.
<b>SCANNER</b>	Maintenance on scanners does not include consumables such as pads, rollers and normal wear of lamps or broken plastic pieces such as hinges or paper feed and drop trays. Return to ProGRES extensive cleaning of paper dust, whiteout or other foreign materials is covered under this plan, however, customer will be invoiced for all shipping costs related to service.
<b>SPECIAL</b>	Service rates have been reduced during contract years 1 thru 3. Beginning year 4 standard rates will apply.
<b>SVR</b>	Server hardware maintenance does not include keyboards, mice, power strips, uninterruptible power supplies, discs, tapes or other media. Failure due to customer relocation of equipment is not covered.
<b>TRIP</b>	Customer will be invoiced, at ProGRES's standard rates, for all services not covered under this services agreement including any services calls rendered and deemed not covered after service has been rendered.
<b>UPS</b>	Uninterruptible power supplies covered under this agreement include the labor necessary to replace batteries, however the costs of the batteries, being a consumable item, is the responsibility of the customer.
<b>WRK</b>	Workstation hardware maintenance does not include keyboards, mice, power strips, uninterruptible power supplies, discs, tapes or other media. Failure due to customer relocation of equipment is not covered.

**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### DRUG-FREE WORKPLACE

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Government must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Sumner County Government to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**ATTACHMENT 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

\_\_\_\_\_  
Name of Participant Agency

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative                      Date

\_\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.

**ATTACHMENT 4**

**CERTIFICATION BY CONTRACTOR**

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

\_\_\_\_\_ Title

\_\_\_\_\_ Name

\_\_\_\_\_ Date

\_\_\_\_\_ Witness