



## **ACS Government Systems**

On Behalf of the City of Memphis Information Services

**Request for Quote**

**Blade Server Vendor**

**Issue Date:** November 11, 2009

**Response Date:** November 20, 2009

**Response Accepted At:** ATTN: ACS Executive Office  
Blade Server Vendor  
5115 Covington Way, Suite 11  
Memphis, TN 38134

**E-Mail Inquiries and Responses Accepted At:** [requests@memphistn.gov](mailto:requests@memphistn.gov)

## Introduction

On the behalf of ACS and the City of Memphis (“the City”), Information Services invites Vendors to submit quotes for the Blade Server expansion project. The formal Request for Quote (RFQ) process will be used to determine the vendor of choice, by providing costs for the following: Two (2) blade chassis with fiber and Ethernet switching, housing an initial quantity four (4) blades per chassis, for a total of eight (8) blades. The chassis must have the ability to connect to the City’s existing network infrastructure including fiber channel SAN. More detailed configuration in the Requirements section. Costs should also include installation of equipment and any associated maintenance charges.

## Current environment is listed below

The City currently has 200-plus physical servers, including an existing Dell 1855 Blade Server environment. The storage infrastructure consists of two SAN frames: The primary frame is a midrange EMC CX700. A Hitachi NSC55 is employed as a secondary enterprise class frame. Currently the SAN fabric consists of a core-edge design with Brocade 4100 (core) and 3900 (edge) fiber channel switches. There are a total of 96 ports available in both fabrics; 64 at 2-Gigabit (edge) and 32 at 4-Gigabit (core). The new blade server’s infrastructures must be able to access storage on both frames; via HDLM and/or Power Path.

## Requirements

The following section details the specific high level requirements for the equipment and services that are a part of this RFQ process.

Quantity	Description
2	Blade Server Enclosures with the ability to house 16 half-height blades, 10-Gigabit backplane interconnect speed, embedded or optional onboard management, passive back plane.
2 minimum	Internal Gigabit Ethernet switches
2 minimum	Internal 4-Gigabit Fiber channel switches
8 (4 per chassis)	Blade servers with Dual socket Quad Core E5520 Xeon Processors, 96 GB RAM, 12 DIMM Slots, a Minimum of two (2) Ethernet, two (2) Fiber Channel Option Slots and one 146-Gigabyte RAID (1) container, externally accessible from the front of the blade.
1	Mission-Critical, 4-hour on-site 7x24x365 service for 3 years.

The installation services must consist of the following:

1. Installation and cabling of the new equipment in a standard Dell 42U rack enclosure provided by the City of Memphis.
2. Configuration and integration of the two (2) fiber channel switches into the existing fabric.
3. Configuration of the Ethernet switches and integration into our existing core routing/switching environment, which consists of two (2) Extreme Black Diamond 6816 routers.
4. Providing all the requisite documentation of all necessary processes required to setup and expand the configuration to new or existing equipment.

Installation services must be performed by manufacturer-authorized service personnel.

## Maintenance Requirements

Hardware and Software maintenance costs **must not** increase more than 10% on an annual basis from the amounts provided in the subsequent years after the initial maintenance period expires.

Maintenance services must be performed by manufacturer-authorized service personnel within the greater Memphis area.

## Schedule of Activities

Activity	Date
<b>Distribution of RFQ</b>	<b>November 11, 2009</b>
<b>Deadline for Questions</b>	<b>November 16, 2009</b>
<b>Answered Questions Posted</b>	<b>November 18, 2009</b>
<b>Proposal Due (Mandatory) by 2:00 CST</b>	<b>November 20, 2009</b>

## Questions

All questions pertaining to the Request for Quote (RFQ) should be e-mailed to [requests@memphistn.gov](mailto:requests@memphistn.gov). Response to inquiries will be posted on the City of Memphis Website at [www.memphistn.gov](http://www.memphistn.gov).

## Insurance Requirements

Vendor will be required to enter into a contract with ACS on Behalf of the City of Memphis and must be able to meet the following insurance requirement:

- 1. Indemnification:** Vendor shall indemnify, defend, and hold harmless ACS and the City, its respective agents, officers, employees and elected and appointed officials from and against any and all losses, claims, suits, actions, and costs of any kind, including all reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with, the (i) negligent or intentional acts or omissions of Vendor or Vendor personnel, or (ii) breach by Vendor of any term of this Agreement. In addition, Vendor shall indemnify, hold harmless and defend ACS and the City from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Vendor's work under this Agreement.
- 2. Insurance:** Vendor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to ACS's Risk Manager, and evidence of such programs satisfactory to ACS shall be delivered to ACS, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that ACS is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by ACS, and shall name ACS as additional insured on the Commercial General Liability Policy, Business Automobile liability, excess umbrella liability. Vendor shall include ACS as loss payees on the property and commercial crime insurance policies. All such insurance shall be issued by a company that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding A- from A.M. Best.

**The following coverages are the minimum amounts required:**

- i. **Commercial General Liability Insurance:** including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. This coverage will also include a waiver of subrogation clause in favor of ACS. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.
  - ii. **Business Automobile Liability Insurance:** endorsed for all owned, non-owned, borrowed, leased, and hired vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) each accident. If Vendor's employees use personal vehicles in the performance of work under this subcontract, the State Financial Responsibility Law must be complied with by the employee, and an "Employees as Insured" endorsement shall be required to Vendor's Business Auto Policy. This coverage will also include a waiver of subrogation clause in favor of ACS.
  - iii. **Worker's Compensation:** Vendor shall maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State of Tennessee, including employer's liability with a Five Hundred Thousand Dollar (\$500,000) limit, covering all persons performing work on behalf of Vendor and all risks to such persons under this Agreement.
  - iv. **Property Insurance:** against all risks of physical loss or damage to property in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.
  - v. **Professional Liability:** that will cover all acts, errors, or omissions by the Vendor in the amount of One Million Dollars (\$1,000,000) per claim with an annual aggregate of at least Two Million Dollars (\$2,000,000) inclusive of legal defense costs.
  - vi. **Excess Umbrella Liability Insurance:** in the amount of Five Million Dollars (\$5,000,000) per occurrence. ACS shall be included as additional insured.
  - vii. **Commercial Crime:** Vendor shall maintain a fidelity bond/commercial crime insurance policy, in the amount of not less than Five Million Dollars (\$5,000,000), to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such insurance shall be primary and name the ACS as loss payee as their interests may appear.
3. **Failure to Procure Insurance:** Failure on the part of Vendor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which ACS may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, ACS has the right to go out and purchase insurance. The Vendor will be responsible for all costs and deductibles associated with the purchased insurance.
  4. **Claims Procedure:** The Vendor agrees to notify ACS immediately of any claim that may involve ACS. Notification should be sent to the ACS Project Director.

**General Information**

**References**

Vendor must provide three references. Please provide company name, location, client contact, telephone number, and e-mail address for the references and dates that the work was performed.

**Cost**

Vendor must submit cost for the requested item(s) to be provided. It should be noted that the City's goal is to provide the best service possible with the best and lowest price.

**Response Format /Content**

Bids should be submitted to [requests@memphistn.gov](mailto:requests@memphistn.gov) or at the location specified on the front of this document at Response Accepted At. If e-mailing, please place in the subject line of the e-mail: Blade Server Vendor.

Content – As a minimum, response should contain the following:

- 1) Cover Letter – Including: The Company Name, RFQ Title and Date of Submission
- 2) Cost Sheet
- 3) Response to the Insurance Requirement
- 4) Any additional information Vendor considers pertinent to this RFQ

**Response Closing Date**

Responses to this RFQ must be received by ACS no later than 2:00 PM CENTRAL TIME on November 20, 2009.

**Protests**

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

**Right to Reject**

Notwithstanding any other provisions of this RFQ, the City reserves the right to reject any or all proposals, to waive any informality in proposals and to negotiate changes in the scope of services to be provided.

**M/WBE (Minority/Women Business Enterprise) Program**

The City has a Minority/Women Business Enterprise Program that is designed to increase the participation of minority and women-owned businesses in the City's purchasing activities. While this is not a requirement, it is a plus. More information is available on the City's M/WBE program at [www.memphistn.gov](http://www.memphistn.gov), "Doing Business".

**Living Wage Ordinance**

In accordance with Ordinance No. 5185, Amendment No. 5257, commonly referenced as the Living Wage Ordinance, any contractor or subcontractor holding a service agreement with the City of Memphis must pay a living wage to each of its employees in the amount of \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. Proof of such compensation must be evidenced by payroll reports which shall include information required by City (Please see Exhibit A).

**EXHIBIT A  
LIVING WAGE ORDINANCE**

ORDINANCE NO: 5257

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE XI, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ADD AN ANNUAL ADJUSTMENT TO THE LIVING WAGE**

**WHEREAS**, the Memphis City Council along with the Administration recognizes that the living wage should be adjusted annually in accordance with the Poverty Level Index.

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, That Chapter 2, Article XI, Code of Ordinances, City of Memphis be amended as follows:

**Sec. 2-416. Annual adjustment of living wage.**

- (a) The living wage rate shall be modified July 1, 2008 to incorporate the update, if any, made to the federal poverty level income for a household size of four (4) by the Secretary of the Department of Health and Human Services.
- (b) The living wage rate for employees of service contractors shall be modified in accordance with the date the RFP is issued, and such RFP will contain the actual rate (in dollars per hour, with and without benefits) which applies for that RFP.
- (c) In the case of contract renewals, the living wage rate applicable as of the date of the renewal shall be the effective living wage rate.
- (d) The Director of the Division of Finance shall report to the Memphis City Council no later than the first meeting in April 2009 the impact, if any, to the City's FY 2009 O&M budget.

**SECTION 2. BE IT FURTHER ORDAINED**, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 3. BE IT FURTHER ORDAINED**, That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the office of the mayor in writing by the comptroller and become effective as otherwise provided by law.

BILL MORRISON

JANIS FULLILOVE  
MYRON LOWERY  
Council Members

SCOTT MCCORMICK  
Chairman of the Council

Attest:

Patrice Thomas, Comptroller.

THE FOREGOING ORDINANCE  
# 5257 PASSED  
1st Reading 3-18-08  
2nd Reading 4-1-08  
3rd Reading 4-15-08

Approved: *Scott McCormick*  
Chairman of Council

Date Signed: 05-06-2008

Approved: *[Signature]*  
Mayor, City of Memphis

Date Signed: 5/14/08

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

*Valerie C. Snipes*  
Comptroller

**AN ORDINANCE TO AMEND CHAPTER 2, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ESTABLISH A LIVING WAGE**

**WHEREAS**, under the leadership of Councilman Joe Brown the Living Wage issue was introduced to the Memphis City Council and as it is important to the health and welfare of all residents of the City of Memphis that working people are paid a wage that enables them to lift their families out of poverty; and

**WHEREAS**, the City awards taxpayer-funded contracts to businesses to provide services to the public and to City government; and

**WHEREAS**, the purpose of this ordinance is to ensure that businesses receiving service contracts from the City pay a living wage.

NOW, THEREFORE,

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, That Chapter 2, Code of Ordinances, City of Memphis, be amended so as to create the following:

**Chapter 2  
Administration**

**Art. XI Living Wage**

**2-407 --- 2-425**

**ARTICLE XI – Living Wage**

**Section 2-407. Definitions:**

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**City** - means the City of Memphis, including those city departments which exercise independent control over their expenditure of funds.

**Contractor** - means any person that enters into a service contract with the city.

**Employee** - means any person who is employed full-time, part-time or on a temporary basis as a service employee of a contractor or subcontractor on a city service contract.

**Employer** - means any person, company or corporation that employs two or more employees at any one time within a calendar year and who is a contractor or subcontractor provided, however, that corporations organized under Section 501 (C)(3) of the Internal Revenue Code of 1954, 226 U.S.C. 501 (C)(3) shall be exempted as to all employees other than child care workers.

**Person** – means any individual, business entity, corporation, partnership or joint venture.

**Service Contract** - means a contract awarded to a contractor by the city primarily for the furnishing of services to or for the city (as opposed to the purchase of goods or other property or the leasing of property). Service contract includes subcontracts but does not include any contract, whether or not a subcontract, which: (1) involves only the purchase of goods; (2) involves services provided by student interns; (3) is a contract in existence prior to the effective date of this article; or (4) is a contract with a school district, municipality or other unit of government.

**Subcontractor** – means any person not an employee that enters into a contract (and that employs employees for such purpose) with a contractor to assist the contractor in performing service contracts.

**Section 2-408. Payment of minimum compensation to employees.**

All employees employed and work performed as part of a service contract with the city shall receive an hourly wage no less than that set under the authority of this article. The minimum hourly wage shall be as defined by the University of Memphis Fogleman College of Business for the Memphis area, which today is at least \$10 per hour with health benefits for employees and their dependents or \$12 per hour without health benefits.

**Section 2-409. Monitoring and Enforcement.**

a. The comptroller shall monitor compliance with this law and may contract with non-governmental agencies to investigate possible violations.

b. The Mayor or his or her designee may promulgate rules to implement the provisions of this law and may delegate such authority to the comptroller.

c. The comptroller shall submit an annual report to the Mayor and the City Council summarizing and assessing the implementation of and compliance with this new law during the preceding year.

**Section 2-410. Required records – payroll reports.**

(a) Contractor to submit.

The service contractor shall submit 2 complete copies of the payroll reports and the payrolls of each subcontractor, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Comptroller where the same will be available for public inspection during regular business hours.

(b) Contents.

The payrolls shall contain:

- (1) the name of the prime service contractor and any subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) the classification in accordance with the classification fixed in the contract;
- (5) the number of hours worked daily by the service worker at straight time and overtime and the hourly wage rate for each;
- (6) the gross wages paid to the service worker per pay period; and
- (7) such other data as may be required by the Comptroller from time to time.

- (c) Prime contractor responsible for subcontractors.

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

- (d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by this ordinance as set forth in the contract;
- (3) that the classification set forth for each service worker conforms with the work that the service worker performed; and
- (4) that the service contractor has complied with the provisions of this article.

**Section 2-411. Article applicable to new service contracts.**

The provisions of this article shall apply to:

- (1) A service contract consummated after the effective date of this article.
- (2) A service contract amendment consummated after the effective date of this article.

**Section 2-412. Retaliation and Discrimination Barred.**

It shall be unlawful for any employer to retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of this law, for seeking or communicating information regarding rights conferred by this law, for exercising any other rights protected under this law, or for participating in any investigatory or court proceeding relating to this law. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of this law, or who seeks or communicates information regarding rights conferred by this law in circumstances where he or she in good faith believes this law applies. Taking adverse employment action against a covered employee(s) or his or her representative within sixty days of the covered employee engaging in any of the aforementioned activities shall raise a rebuttable presumption of having done so in retaliation for those activities. Any covered employee subjected to any action that violates the subsection may pursue administrative remedies or bring a civil action in a court of competent jurisdiction.

**Section 2-413. Penalties.**

- (a) Debarment for 2 years.

In the event the Comptroller determines, with approval from the full Council, that any service contractor has failed to pay the living wage rate or has otherwise violated the provisions of this article and that such failure was intentional, no contract shall be awarded to such service contractor, or to any person in which such service contractor has an interest until 2 years have elapsed from the date of such determination.

**Section 2-414. Collective Bargaining.**

Parties subject to this article may, by collective bargaining agreement, provide that such agreements shall supersede the requirements of this article.

**Section 2-415. Exemptions.**

The following are not covered employees for purposes of this article:

- (1) A person who provides solely volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; and
- (2) A person employed in construction work that is subject to the provisions pursuant to the Prevailing Wage ordinance; and
- (3) Any and all Employees in the Hospitality industry, including, but not limited to, any and all employees working for restaurants and limited and full-service hotels and lodging establishments within the city limits of Memphis and Shelby County.

**Sections 2-416 – 2-425. Reserved.**

**SECTION 2. BE IT FURTHER ORDAINED,** That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 3. BE IT FURTHER ORDAINED,** That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the office of the mayor in writing by the comptroller, and become effective as otherwise provided by law.

TAJUAN STOUT MITCHELL  
Chairman of the Council

Attest:  
Patrice Thomas, Comptroller.

**THE FOREGOING ORDINANCE**

# 5185 **PASSED**  
 1st Reading 10-03-2006  
 2nd Reading 11-01-2006  
 3rd Reading 11-21-2006

Approved *Tajuan Mitchell*  
Chairman of Council

Date Signed: 12-15-06

Approved: *[Signature]*  
Mayor, City of Memphis

Date Signed: 12-11-06

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

*[Signature]*  
Comptroller