



ACS Government Systems

On Behalf of the City of Memphis Information Services

Request for Quote

Internet for the Central Library

Issue Date: June 29, 2009

Response Date: July 6, 2009

Response Accepted At: ATTN: ACS Executive Office
Internet for the Central Library
5115 Covington Way, Suite 11
Memphis, TN 38134

E-Mail Inquiries and Responses Accepted At: requests@memphistn.gov

Introduction

ACS and the City of Memphis invite Vendors to submit quotes for Internet at the Central Library the City of Memphis as described below:

- (1) 100M internet pipe located at 3030 Poplar Avenue with an Ethernet cooper hand off.
- (2) List any installation charges separately.
- (3) This circuit will have an on-going monthly cost.

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

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 may be asked to provide references.

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 Closing Date

Responses to this RFQ must be received by ACS no later than 2:00 PM CENTRAL TIME on July 6, 2009.

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, “Doing Business”.

Response Format /Content

Bids should be submitted to requests@memphistn.gov. Please place in the subject line of the e-mail: Internet Central Library.

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