



ACS Government Systems

On Behalf of the City of Memphis Information Services

Request for Quote

**Park Services Liberty Bowl Replacement Telephone System Project
PID# - 179435445**

Quote #:02252010-01

Issue Date: 02/25/2010

Response Date: 03/12/2010

Response Accepted At: ATTN: ACS Executive Office
Quote#: 02252010-01
Park Services Liberty Bowl Telephone Project
5115 Covington Way, Suite 11
Memphis, TN 38134

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

Introduction

ACS on behalf of the City of Memphis ("City") Information Services invites Ayava/Nortel authorized vendors to submit quotes for the purchase and installation of a Nortel Business Communications Manager (BCM) 450 telephone system to replace the existing NEC Pro II telephone system for Memphis Parks Services Liberty Bowl Stadium Telephone Project. RFQ pricing should include the following:

- Purchase and installation of required hardware and software Nortel components
- Provision Meridian Customer Defined Networking (MCDN) to enable 4-digit dialing to other Nortel systems via the existing VoIP network infrastructure.

The Liberty Bowl Stadium is located at 335 S. Hollywood, Memphis TN. 38104. The new telephone system will be a standalone system configured with networking to allow internal 4-digit dialing to the City of Memphis City Hall Nortel PBX system located at 125 N. Main. All existing voice station and feeder cabling will be re-used for the new telephone system.

The City is requesting an installation and completion date of June 1, 2010.

Proposed site changes:

- Liberty Bowl Stadium – 335 S. Hollywood
 - Hardware / Software Components
 - (1) BCM 450 RIs 5 Standard System and NA Bundle with rack mount kit and miscellaneous cables
 - (1) DSM Digital Station Module
 - (3) GASM8 Analog Station Modules
 - (9) Digital Telephone Sets – model T7316E Charcoal (8 installed plus 1 spare)
 - (2) Key Expansion Modules
 - (8) CallPilot Voicemail Mailboxes
 - (1) CallPilot Menu – Auto Attendant
 - (1) DTM-Digital Trunk Module for new PRI voice circuit
 - (1) CSU/DSU for new PRI voice circuit
 - MCDN to provide 4-digit dialing to and from the City Hall Nortel PBX and other remote locations with Nortel telephone systems.
 - Installation Requirements
 - New BCM 450 hardware, software components, and miscellaneous cables. The BCM 450 will be rack mounted in a customer provided 19" equipment rack.
 - Program (8) digital TN(s) based on the information provided by ACS Telecommunications.
 - Program (21) analog ports based on the information provided by ACS Telecommunications
 - Program MCDN routing. Complete 4-digit test calls to City Hall and Parks Administration Nortel systems.
 - Cross connect digital and analog ports
 - Place and test set new digital phones.
 - Test existing analog phones located throughout the Stadium Complex.
 - Provide customer training for the new telephone sets and voicemail operations.
- City Hall – 125 N. Main St – CS1000M/MG Serial Number Z03408 Rel 5.5
 - Software Components
 - Program MCDN routing. Complete 4-digit test calls from City Hall and Parks Administration to the new Liberty Bowl Stadium system.

Vendor Responsibilities

- Provide the amount of rack units required to install new components.
- Provide the power requirements needed for the new hardware.
- Enable SNMP traps for all telephony components.
- Clearly identify any hardware components the City will be responsible for providing.

ACS / City of Memphis Responsibilities

- Providing ample space to store and stage new hardware.
- Provide RU space in an existing equipment rack for new hardware installations.
- Providing the required electrical power connectivity for all new devices.
- All Network Switches Infrastructure changes.
- Coordinating Local Carrier services as needed.
- Provide the database configuration information in a timely manner.
- Provide end-user training for all Liberty Bowl personnel for telephone and voicemail operations.
- The City reserves the right to modify the quantities for any quoted items.

Other Vendor Requirements:

1. Only Nortel certified personnel will be allowed login access to the City Hall Nortel PBX system.
2. Respondent must provide proof of Nortel certifications for CS1000 and BCM 450 systems for each person that will require access to these systems in the RFQ response.
3. All work is to take place during City business hours 8am – 5pm. No overtime is to be included for any work performed.
4. The City reserves the right to modify the quantity for any quoted item.
5. The project completion date for the new system installation and cutovers is June 1, 2010.

Schedule of Activities

Activity	Date
Distribution of RFQ	02/25/2010
Deadline for Questions	03/03/2010
Answered Questions Posted	03/05/2010
Proposal Due (Mandatory) by 2:00 CST	03/12/2010

Questions

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.

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 a loss payee on the property and commercial crime insurance policies. All such insurances 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 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: Public Works Environmental Maintenance VoIP Project – Quote #.

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

- 1) Cover Letter – Including: The Company Name, RFQ Title, Quote # 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 Friday, March 12, 2010.

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, "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