



January 20, 2010

Mr. Craig Bowen
Director of Purchasing
Louisville Metro
Department of Finance and Administration
Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Dear Mr. Bowen:

Insight Kentucky Partners II, L.P. ("Insight Communications" or "Insight") is pleased to provide a response to the Louisville Free Public Library Request for Proposal Number 1955 for Internet Service which is due by 3:00 P.M. on January 21, 2010. We believe that we have positioned ourselves to be the optimal partner with the Louisville Free Public Library to meet the Internet needs of your patrons.

We have included the following attachments to help reviewers fully understand the services being offered by Insight:

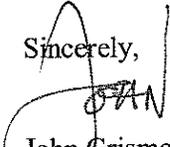
- Attachment A - Proposed Pricing
- Attachment B - Sample Reports
- Attachment C - Service Level Agreement
- Attachment D - Escalation Process
- Attachment E - Network Services Contract
- Attachment F - Notes/Exceptions/Comments
- Attachment G - W9 Form

The Notes/Exceptions/Comments are items we are asking to be addressed as a part of the negotiations regarding the contract in the event Insight is chosen as the vendor of choice.

We have the ability to provide the minimum bandwidth requested and can scale the bandwidth as needed with ten days notice. The Internet Services being offered are reliable and guaranteed to 99.995% uptime.

We appreciate the opportunity to respond to this Request for Proposal and look forward to the opportunity to discuss why Insight Communications is the best company to meet the Louisville Free Public Library's Internet Service needs.

Sincerely,


John Grismore
Vice President

cc: Gary Faulkner

Enclosure



Request For Proposal

Louisville/Jefferson Co Metro Government

Bid Number: 1955

Revision: 0
Date: 15-DEC-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 21-JAN-10

Description

- 1 Request for Proposal a price contract for Louisville Metro to provide a portion of their requirements for Internet Service for the Louisville Free Public Library for a twelve month period per the attached specifications.

DELIVERY TIME: 75
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Insight Kentucky Partners II, LP

OFFICIAL'S SIGNATURE: [Signature]

ADDRESS: 10200 Linn Station Rd.
Suite 310
Louisville, KY 40223

PHONE: 502-410-7300

DATE: 1/20/2010



Request For Proposal

Bid#: 1955

Louisville/Jefferson Co Metro Government

Standard Text**RENEWAL OPTION:**

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received writing.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark original) AND TWO COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-410-7001.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

hereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

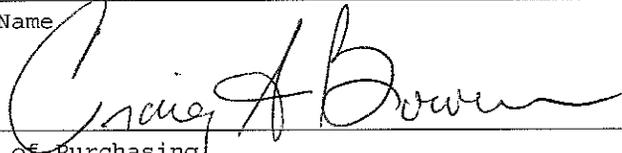
SIGNATURE PAGE



Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Insight Kentucky Partners II, L.P. (Insight)

Company Name



Director of Purchasing

Contract Term:

Effective: 2-1-2010

Expires: 1-31-2011

Items Covered:

All: _____

See Attached: _____

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Insight Kentucky Partners II, L.P.
Authorized Official(Print) John Grisamore
Signature of Authorized Official 
Title VP, Insight Business Services
Date 1/20/2010

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 2.5% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

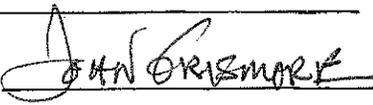
.....
Company: Insight Kentucky Partners II, L.P.

Address: Street 10200 Linn Station Road, Suite 310

City Louisville County Jefferson State KY Zip 40223

Revenue Commission Number:

Official: John Grismore

Signature:  Date: 1/20/2010

12/15/2009



Louisville Jefferson County
Metro Government

***LOUISVILLE FREE PUBLIC LIBRARY
INTERNET SERVICE***

Request for Proposal Number 1955

12/15/2009

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REQUEST FOR PROPOSALS

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- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals **for Internet Service for the Louisville Free Public Library**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM January 21, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on January 21, 2010 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Lee Burchfield, Information Technology Manager
Louisville Free Public Library
Lee.burchfield@lfpl.org
502-574-1691

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to

support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.

- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 2.19 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

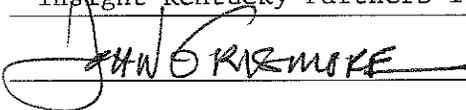
The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Insight Kentucky Partners II, L.P.

By: 

Title: Vice President, Insight Business

E-Mail Address: Grismore.j@insightcom.com

Address: 10200 Linn Station Road
Suite 310, Louisville, KY 40223

Telephone: 502-410-7300

Fax: 502-410-7001

Date: January 20, 2010

Louisville/Jefferson County Metro Revenue Commission Number: 

Federal ID Number: 

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

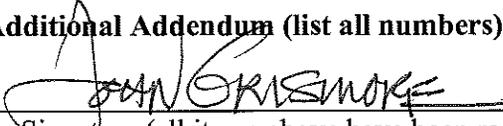
I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____



Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to

commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, \$2,000,000 aggregate including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. The Contractor shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of

Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

4. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION IV

GENERAL SPECIFICATIONS

Overview

The library seeks a vendor to provide at least 100 Mbps of Internet access, to be installed in the data center at the Main Library, 301 York Street. The initial term of the contract will be from July 1, 2010 to June 30, 2011. Subsequent renewals will be for the entire fiscal year from July 1 to June 30.

Response: Insight is offering the required 100 Mbps of Internet access to be installed in the data center at the Main Library, 301 York Street. The initial term of one year beginning July 1, 2010 with subsequent one year renewals is acceptable for this service.

1. General Specifications

Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder agrees to receive a portion of the payment for the provision of goods and services described herein directly from the Universal Service Fund ("USF"), and/or its agents, the National Exchange Carrier Association ("NECA"), and/or the Schools and Libraries Corporation ("SLC"). The Successful Bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C. F. R. #254, and any competitive bidding requirements contained in 47 C. F. R. #54.504. Loss of certification from the USF will result in the immediate termination of the contract.

The vendor's Universal Service Fund (USF) Service Provider Identification Number (SPIN) SHALL be included in the bid proposal.

Response: Insight will work out the details, to the satisfaction of the Library staff, on how the payment from the Universal Service Program and/or its agents, will be handled.

Insight's SPIN is 143029828.

2. Technical Specifications

a. The vendor shall be capable of initial deployment of services by **July 1, 2010**.

Response: Insight is capable of deploying the services by July 1, 2010 provided a decision is made on the contract by April 1, 2010.

b. Circuit(s) with a capacity of at least 100 Mbps shall provide initial Internet service, with provisions for that bandwidth to grow under future renewals of the contract.

Response: Insight will provide the requested 100Mbps with the ability to increase the bandwidth as needed up to 1Gbps with one week written notice.

c. Proposals shall also include pricing for incremental increases in available bandwidth, including but not limited to 650 Mbps.

Response: Insight has the ability to increase bandwidth up to any amount of bandwidth the Library needs. The pricing included in Attachment A provides for incremental increases up to 1Gbps.

d. A minimum of 32 IP addresses shall be supplied for use by the Library. *Please describe how IP addresses will be supplied.*

Response: Insight Business will supply up to 254 IP addresses for use by the Library.

e. The vendor shall provide Domain Name Services (DNS) if needed. *Indicate your ability to comply.*
Response: Insight will provide Domain Name Services for this service.

f. Circuits shall be installed and connected to the library WAN in the datacenter at the 301 York Street location.

Response: The proposed fiber service will be installed and connected to the library WAN in the datacenter at the 301 York Street location.

f. The library shall have the option of using its own routing or firewall hardware to connect to any vendor supplied csu/dsu or equivalent. Describe any on-site equipment owned by vendor, and detail the options for connecting the library's internet router. (I.e. serial connection, fiber, GB Ethernet, etc.)

Response: Insight will supply a Cisco ME 3400-2CS switch service demarcation handoff. The interface handoff may be either Electrical (100/1000 Copper RJ45) or Optical (1000 Multimode Fiber), depending on the Library's specific need.

g. It is desirable that network bandwidth be attached directly to a major Internet backbone. Include documentation of the number of connections between proposed circuit and network backbone.

Response: Insight is currently connected to two Tier 1 Internet providers in the Louisville, KY area. Insight's connections to these providers provide up to 60Gbps of redundant Internet access, with multiple failover circuits.

3. Service Specifications

a. The vendor shall have local staff for maintenance, service and support. *Reliability and performance of the circuit will be mission-critical to all library branches. Describe how the local networking facility will be maintained and staffed. Do you have local operations and service staff in Louisville? If not, how are operations and service handled? How many staff are located in Louisville, and where are they located?*

Response: Insight maintains the following field staff in Kentucky:

- **Six fiber-dedicated fiber technicians provide installation and support for fiber customers (three in Louisville)**
- **Four fiber-dedicated engineers provide network design and support (Two in Louisville)**
- **Dedicated Project Management team oversees project planning and installation coordination (three in Louisville)**
- **In house fiber splicing/maintenance crews managed and employed by Insight (four in Louisville, with additional contractor resources for construction)**

The majority of the Louisville staff are located at 10200 Linn Station Rd, 40223, with the balance located at 4701 Commerce Crossings, 40229.

The Insight switching facilities are managed 24 X 7 X 365 by the Insight Regional NOC, which monitors network performance and facility environmental and dispatches technicians as necessary. Each network device is monitored via SNMP and all data is aggregated and reported by a combination of SolarWinds and NetCool. In the case of a network event such as loss of power to the switch, loss of connectivity to customer equipment, attempted login failures, port status down / unplugged cable, Insight's network engineers and technicians are notified to investigate and correct the issue immediately.

b. The service provider shall have a network operations center that functions 24 hours per day, seven days per week, 365 days a year. *Please describe your Network Operations Center schedule. Where is it located? How many staff are there? What are the procedures for opening support tickets?*

Response: Insight maintains a 24 X 7 X 365 staffed Network Operations Center in Louisville, which is located at 10200 Linn Station Rd, 40223

- ***Operates with 83 fulltime, in-house engineers and technicians, with 12 after hours personnel***
- ***Entire network is SNMP monitored via NetCool and Solarwinds***
- ***Dedicated change management team approves all Remedy-based maintenance tickets, provides MOP review and schedules maintenance within a 10-day advance window***
- ***Established trouble reporting process with automatic escalations***

Customer service tickets may be opened by calling the Insight NOC 24 hours a day.

c. Usage reports shall be provided (at least monthly) which show peak and average usage on the circuit(s). *Describe any online reporting interface and specify what options for customizing reports are available. Include screen captures if possible. Are reports available on demand? Response: Insight uses 10Gbps and 1Gbps network testers during circuit installation to ensure network throughput and performance. Additionally, we utilize the SolarWinds management suite to monitor performance and uptimes of each link. Initially, usage reports will be available monthly, with on demand reports available by contacting Insight Fiber Support. Early in the 3rd Quarter of 2010, a web-based portal will be made available to the appropriate library staff to view the performance statistics. Sample reports are included in Attachment B.*

d. Advance notice shall be given at least three days before any scheduled outage. *Please indicate your ability to comply. Please detail any scheduled outages experienced in the past 24 months, including the reason for the outage and the length.*

Response: Insight provides at least ten days notice for any scheduled outage. Insight has experienced two scheduled core network outages in the last 24 months, both of which were a result of firmware upgrades and resulted in 15 minutes of downtime. Insight additionally has had eight scheduled single customer scheduled maintenances in the past 24 months, with an average downtime of 20 minutes. Of these eight maintenances, two were optic (laser) related, three were fiber jumper related, two were firmware related, and two were Uninterruptible Power Supply related.

e. Scheduled network outages shall occur outside of the normal business day (7:00 a.m. - 9:00 p.m.). *What scheduled service outages can be expected and at what frequency? Are preventative maintenance periods scheduled?*

Response: Routine Network Maintenance is performed Monday through Friday from 2:00 am - 6:00 am, Local time. If routine maintenance is necessary during these specified times, the library will be notified via email with a "Planned Maintenance Notification". This notification will inform the Library staff the exact time, duration and reason for the network maintenance. The Library staff will be notified at least ten days prior to a scheduled maintenance.

Traditionally, there are very few scheduled service outages that potentially affect customers. Examples of such scheduled service outages include necessary firmware upgrades to network

devices (typically two short events <1 hour every 12 months), forced fiber network relocations (when poles are being removed or conduits are being rerouted - rare), or when service performance has degraded due to potentially faulty equipment (very rare). We currently provide guaranteed service levels of 99.995% for our fiber-based Metro Ethernet services.

f. In cases where an unplanned outage occurs, the Library's Computer Services Department shall be contacted by the vendor's Network Operation Center within an hour. *Indicate your ability to comply. Please detail any unscheduled outages experienced in the past 24 months, including the reason for the outage and the length.*

Response: In the case of an unplanned outage, Insight will comply with the requirement to contact the Library's Computer Services Department within one hour of the outage start.

Insight has experienced one unscheduled core network outage in the last 24 months, which resulted in a five hour outage for four fiber-based customers. This outage was the result of a train pulling down a series of electrical poles. There have been 18 unscheduled single customer outages in the past 24 months, with an average downtime of one hour. Of these 18 outages, six were fiber damage related to the ice storm in early 2009, six were fiber damage related to damage to electrical poles, three were optic (laser) related, two were fiber jumper related, and one was Uninterruptible Power Supply related.

g. Describe how the point of presence will be implemented. *Identify any transition issues when moving from the existing service.*

Response: The proposed fiber will be installed and tested as an overlay to the existing services. Once the new service has been certified and accepted by the Library's Information Technology staff, Insight will activate the service and turn it over to the appropriate Library staff. Insight will provide the Library with a new block of IP addresses, so with a new interface and new IP addresses, the Library will be free to transition from the existing service to the new Insight service on the Library's own schedule.

h. Identify the minimum time frame to add or modify deployment of services.

Response: The initial installation can occur in less than 75 days. Modifying the bandwidth requires only 10 days after receiving written notice of the change.

i. How is problem resolution handled? *What escalation procedures are available?*

Response: A support incident is reported by calling the toll-free NOC number. The following outlines the support and escalation process with the associated timelines for each level of the process.

Support and Escalation Process			
Support Levels	Task	Timeframe	Escalated to
1st Level Insight Enterprise Support	Initial Notification and Ticket Creation	Within 30 minutes of initial notification, ticket is escalated to Enterprise Techs/NOC	On Call Enterprise Technician
2nd Level, Enterprise Engineering	Ticket is worked by Enterprise Technicians/NOC Engineering	After 2 hours from initial notification, the ticket is escalated to Enterprise Engineering	Ed Tarter, Sales Engineer
3rd Level, Manager of Network Engineering	Project Management Manager is notified of the ticket status	After three hours from initial notification, the ticket is escalated to the Manager of Network Engineering	Chris Hibbs, Sr. Manager, Engineering
4th Level, Director of Operations		After four hours from initial notification, the ticket is escalated to the VP of Insight Business	John Grismore, Vice President

j. If provision of service will require new construction, vendor shall include costs and timeline for completion of construction.

Response: Insight can guarantee a construction timeline of 75 days or less. The cost of the implementation will be absorbed by Insight. The only cost to the Library is the monthly service fee included in Attachment A.

k. Describe any additional services that may be available in conjunction with internet access: for example: leasing of customer premise equipment, or security features and services.

Response: Insight will provide a fully-managed Ethernet switch as a demarcation of the Internet service. Any additional equipment required (router, firewall, etc.) is the responsibility of the Library.

4. Agreement Specifications

a. The service provider shall sign a service level agreement as part of the contract for service. *Please include a copy of your proposed service level agreement with your response. Service Level Agreements are subject to review by Metro Louisville Risk Management prior to award of contract, and some negotiation may be required.*

Response: Our Service Level Agreement is included in Attachment C. We understand that there may be an adjustment needed to the Service Level Agreement following the Metro Louisville Risk Management review.

b. What percentage uptime is guaranteed overall? What percentage uptime is guaranteed for prime time (8:00 a.m. - 10:00 p.m. daily)?

Response: Insight guarantees 99.995% network uptime.

c. What time frame is proposed for response to problems? What response guarantees and problem escalation processes are proposed?

Response: Insight has a guaranteed phone response time of 30 minutes or less. Attachment D is a visual of the escalation process.

d. The successful bidder shall be an Internet provider which has demonstrated experience providing high capacity Internet service to comparable organizations and networks. Proposals that include subcontracting Internet access to a third party will not be considered. *Please describe your strength and experience as a vendor in the telecommunications market.*

Response: Insight has been an Internet Service Provider for over ten years. Insight provides high-capacity, fiber-based Internet services to over a hundred customers in the Kentucky area, including governments, hospital groups, school districts, data and disaster recovery centers, etc.

e. Describe the financial and technical resources that could be devoted to this project.

Response: Insight is a financially sound corporation with the necessary resources to employ almost 3,000 employees and to maintain a customer base of over 775,000 customer relationships. Insight has an Engineering and Project Management team of 10 people who can be devoted to the completion of this project.

f. Are there any plans in the next 12 months that could materially affect the ability to provide the services proposed in this RFP? Please identify any contracts (for similar services as requested in this RFP) that have been cancelled or lawsuits (involving your ability or performance under such a contract) in which you have been involved during the last two years.

Response: While Insight has a number of opportunities underway there is nothing currently planned that would hinder our ability to complete this project.

We have not had any contracts cancelled or lawsuits in the last two years involving our ability or performance under a contract.

g. Cancellation or non-renewal of contract will require 60 days notice by vendor.

Response: Insight agrees that cancellation or non-renewal of the contract requires 60 days notice from Insight.

h. Please provide a copy of any standard Internet Service agreement or attachments that would be included as part of a contract resulting from an award of this RFP.

Response: Our standard Network Services Contract is included in Attachment E.

i. Provide any additional information or background that may be helpful to the persons reviewing your response.

Response: Insight Communications is a full service communications company providing high-speed Internet access, phone and video services. Insight started as a cable company, founded in 1985 by entrepreneurs with the vision to build a company that could continually incorporate complex technological advances. These advances have enabled us to provide the fastest Internet services available in the states we serve, reliable and cost effective phone service, and enhanced digital video services, including a huge array of On Demand programming and High Definition programming.

We have approximately 3,000 employees. We provide our services to more than 750,000 residential customers in the Midwest and a rapidly growing number of commercial entities. The majority of our customers are in Kentucky. Louisville is our single largest service area, but we also serve areas in and around Lexington, Covington and Bowling Green, as well as communities in southern Indiana including Evansville and neighborhoods in Columbus, Ohio.

***Insight has a proven track record in providing fiber services to the Louisville Metro Government.
We currently provide fiber services for the Fire Departments' WAN and to Metro Safe.***

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this RFP will be evaluated on the following selection criteria:

- 40% Price**
- 20% Technical Specifications**
- 20% Service Specifications**
- 20% Agreement Specifications**

Proposals will be reviewed by a committee consisting of representatives from:
The Louisville Free Public Library.

The award of the RFP may be on the basis of the initial proposals received or negotiations may be conducted with all responsible proposers reasonably susceptible of award.

Listing of Attachments

Attachment A	_____	Proposed Pricing
Attachment B	_____	Sample Reports
Attachment C	_____	Service Level Agreement
Attachment D	_____	Escalation Process
Attachment E	_____	Network Services Contract
Attachment F	_____	Notes/Exceptions/Comments
Attachment G	_____	W9 Form

Attachment A
Proposed Pricing

Louisville Free Public Library Internet Service Proposed Pricing

The following is the proposed pricing based on the incremental approach requested in the Request for Proposal Number 1955 for direct Internet Access:

Bandwidth	Monthly Recurring Cost	Annual Recurring Cost
100 Mbps	\$2,500	\$30,000
200 Mbps	\$4,300	\$51,600
300 Mbps	\$5,600	\$67,200
400 Mbps	\$6,600	\$79,200
500 Mbps	\$7,300	\$87,600
650 Mbps	\$8,300	\$99,600
800 Mbps	\$9,200	\$110,400
1000 Mbps	\$10,000	\$120,000

Additional incremental pricing is available upon request.

Notes:

1. The above pricing includes ongoing support and maintenance of the Internet Services being provided by Insight.
2. The Internet Services are covered by the Service Level Agreement included in Attachment B subject to any negotiated changes following review by Metro Louisville Risk Management.

Attachment B
Sample Reports

Node Details - UnDP Enhanced - IsnkyIBSnrt16



Average Response Time & Packet Loss

HELP

Average Response Time & Packet Loss

LAST 24 HOURS

View Options

HELP

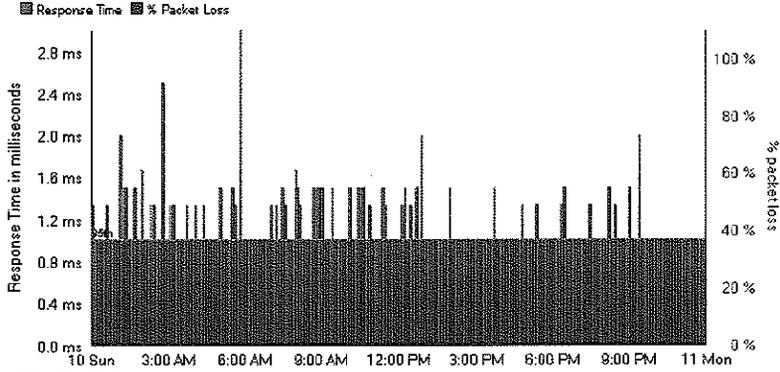


Avg Resp Time



Packet Loss

IsnkyIBSnrt16 Average Response Time & Packet Loss LAST 24 HOURS



Node Details

HELP

Node Status	Node status is Up.
IP Address	172.25.1.106
Dynamic IP	No
Machine Type	Cisco ME3400-2CS
DNS	
System Name	IsnkyIBSnrt16.insightbusiness.com
Description	Cisco IOS Software, ME3400 Software (ME3400-METROIPACCESSK9-M), Version 12.2(44)SE, RELEASE SOFTWARE (fc1) Copyright (c) 1986-2008 by Cisco Systems, Inc. Compiled Sat 05-Jan-08 01:49 by wellku
Location	
Contact	IBS Regional Enterprise Tech 502-410-7513 IBEngineering@insightcom.com
Last Boot	Monday, November 24, 2008 12:09 AM
Operating System	12.2(44)SE, RELEASE SOFTWARE (fc1)
IOS Image	ME3400-METROIPACCESSK9-M
Hardware	Physical

14 Thu Jan 2010
95th Percentile: Response Time is 3.0 ms
SolarWinds Orion Network Performance Monitor 3.1 SP3

Min/Max Average CPU Load

LAST 24 HOURS

View Options

HELP

No Data for Selected Time Period

Cisco Buffer Failures - Today

TODAY

View Options

HELP

No Data for Selected Time Period

Event Summary

LAST MONTHS	
+	Interface Added
-	2 Interface Removed
+	8 Interface Changed

Current Percent Utilization of each Interface

HELP

STATUS	INTERFACE	TRANSMIT	RECEIVE
Up	GigabitEthernet0/1 - Customer_Handoff	0 %	0 %
Up	GigabitEthernet0/4 - Uplink_Isnky001hu8_0/0/3	0 %	0 %

Polling Details

HELP

Polling Engine	SOLARAPP8 (172.31.246.128)
Polling Interval	120 seconds
Next Poll	02:18 PM
Statistics Collection	10 minutes
Enable 64 bit Counters	Yes
Rediscovery Interval	30 minutes
Next Rediscovery	02:48 PM
Last Database Update	15-Jan-10 02:18 PM

Active Alerts

ALL TRIGGERED ALERTS

HELP

Universal Device Poller Status

HELP

POLLER NAME	CURRENT STATUS	LAST POLLED

Availability Statistics

HELP

PERIOD	AVAILABILITY
Today	100.000 %
Yesterday	100.000 %
Last 7 Days	100.000 %
Last 30 Days	100.000 %
This Month	100.000 %
Last Month	100.000 %
This Year	100.000 %

Current Cisco Buffer Misses

HELP

	This Hour	Today
Memory Errors		
Small Buffer Misses		
Medium Buffer Misses		
Big Buffer Misses		
Large Buffer Misses		

Attachment C

Service Level Agreement

Service Level Agreement Dedicated Access Service

Network Owner shall provide Customer with Service Credit if Network Owner fails to meet its stated Network Availability Guarantee, Latency Guarantee as defined in this Service Level Agreement (“SLA”). This SLA is part of Network Owner’s commitment to Customer to stand behind its internal processes, network and quality of service.

Section 1: Definitions

“Average Monthly Recurring Charges” shall mean the average of the MRC for Network Services charged by Network Owner, for the three (3) months (or such shorter period during which Customer has been receiving Network Service) immediately preceding the month in which the Network Service Unavailability occurs.

“Customer” shall have the same meaning given to it in the Network Services Contract.

"Insight Network" shall mean the Customer Network and Network Services as defined in the Network Services Contract. The Insight Network does not include Customer Premises Equipment, or other Customer Network equipment not owned or controlled by Insight.

“Network Services Unavailability” shall mean a failure of the Insight Network resulting in Network Services not being delivered to the Customer Premises demarcations point. Network Services Unavailability shall not include failure as a result of Network Owner planned maintenance, other planned outages, packet loss, problems with Customer’s applications, Customer Premises Equipment or facilities, acts or omissions of Customer, any use or user of the Network Services, Force Majeure or local access provider outages or service interruptions.

“Force Majeure” shall mean circumstances beyond Network Owner’s control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Insight Network, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Insight Network.

“Service Credit” shall mean:

One (1)-day Service Credit: one-thirtieth (1/30) of Customer’s Average Monthly Recurring Charges.

One (1)-week Service Credit: seven-thirtieths (7/30) of Customer’s Average Monthly Recurring Charges.

One (1)-month Service Credit: thirty-thirtieths (30/30) of Customer’s Average Monthly Recurring Charges.

Service credits shall not be available for any failure to comply with this SLA that are attributable to Customer’s or its agents actions or non-actions, including without limitation, Customer or its agents tampering with the Customer Network or any CPE.

Section 2: Network Availability Guarantee

Network Owner guarantees ninety-nine and nine hundred and ninety-five hundredths (99.995%) Customer Network uptime (“Network Availability Guarantee”). Any Customer who experiences Network Services

Unavailability in excess of twenty-five (25) consecutive minutes during a calendar month may receive Service Credit as follows:

Network Services Unavailability of greater than twenty-five (25) consecutive minutes, but less than eight (8) consecutive hours, in a calendar month: equals a one (1)-day Service Credit.

Network Services Unavailability of greater than eight (8) consecutive hours, but less than twelve (12) consecutive hours, in a calendar month: equals a one (1)-week Service Credit.

Network Services Unavailability of greater than twelve (12) consecutive hours, in a calendar month: equals a one (1)-month Service Credit.

This Service Credit applies only to the MRC applied to the Customer Premises site or location directly experiencing connectivity issues. Loss of Network Service at one Customer Premises location does not constitute a Service Credit for all Customer Premises locations even though they may all be billed under a single billing address.

Unless Customer has already been notified of Network Services Unavailability by Network Owner, Customer shall notify Network Owner of such Network Services Unavailability promptly during the periods of such Network Services Unavailability. The period for measuring Network Services Unavailability will begin on the earlier of the time at which Customer notifies Network Owner of such Network Services Unavailability or the time at which Network Owner independently discovers such Network Services Unavailability.

See Section 5 hereof for the Service Credit process.

Section 3: Latency Guarantee

Network Owner guarantees an average monthly transmission rate of 20 milliseconds or less on the Insight Network (“Latency Guarantee”). Network Owner measures Customer Network latency as the average round trip transmission on the Insight Network, at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Network Owner’s calculations will be dispositive for purposes of this Agreement. If Customer experiences average latency in excess of 20 milliseconds as so calculated for any calendar month, then the Customer may receive Service Credit as follows:

Average Customer Network latency in excess of 20 milliseconds for any calendar month: equals a one (1)-week Service Credit.

Average Customer Network latency in excess of 20 milliseconds in each of two (2) consecutive calendar months: equals a one (1)-month Service Credit.

See Section 5 hereof for the Service Credit process.

Section 4: Routine Maintenance Windows

Routine Customer Network maintenance is performed during Network Owner’s standard maintenance windows. Maintenance windows are currently Monday through Friday 00:00:01 – 06:00 local time (subject to changes). If routine maintenance is necessary during these specified times, Customer will be notified via email with a “Planned Maintenance Notification”. This notification will inform Customer of the scheduled time, estimated duration and reason for the Customer Network maintenance. The specified window is six (6) hours in length, but may vary in accordance with the maintenance to be performed.

Network Owner shall use commercially reasonable efforts to notify Customer of any planned maintenance no less than seven (7) days prior to the scheduled maintenance – provided Network Owner has at minimum that amount of time from scheduling to performing.

Section 5: Service Credit Process

To initiate a claim for Service Credit with respect to the Network Services Unavailability or Latency Guarantee, Customer shall submit to Network Owner, in writing, a request for Service Credit within seven (7) business days after the end of the month during which the Network Services Unavailability occurred. Network Owner shall acknowledge receipt of all Service Credit requests via email within twenty-four (24) business hours after such receipt and shall review all requests within ten (10) business days after such receipt. Customer shall be notified via email upon resolution of the request.

Section 6: Service Credit

Network Owner shall issue a Service Credit to Customer's account upon approval of a Service Credit Request Form. An eligible Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request Form was approved. The Service Credits referenced in this SLA shall be the Customer's sole and exclusive remedy for Network Owner's failure to provide the Network Services as described herein.

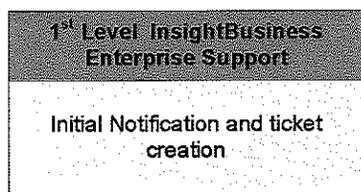
The Service Credit provided for in this SLA assumes compliance by Customer with the terms and conditions of its Network Services Contract with Network Owner, and the failure of Customer to comply therewith will invalidate this SLA. Furthermore, Network Owner shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's Network Services Contract with Network Owner or causes beyond Network Owner's reasonable control, including without limitation, events of Force Majeure.

Section 7: Policy Change

Network Owner in its sole discretion may change, amend or revise this policy at any time. Such changes or revisions shall be deemed effective upon emailing an updated Service Level Agreement to the involved parties.

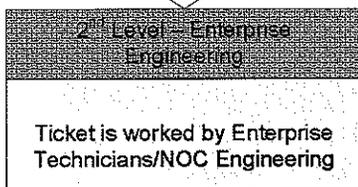
Attachment D
Escalation Process

Louisville Free Public Library Major Network Outage Escalation List



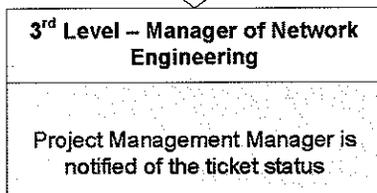
Enterprise Technician
502.410.7513

Within 1 hour from initial notification, the ticket is escalated to Enterprise Techs/NOC



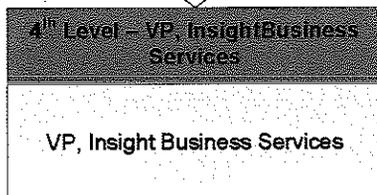
Ed Tarfer, Sales Engineer
502.664.1232

After 2 hours from initial notification, the ticket is escalated to Enterprise Engineering



Chris Hibbs, Sr. Manager of Network Engineering 502.376.4808

After 3 hours from initial notification, the ticket is escalated to the Manager of Network Engineering



John Grismore, VP, InsightBusiness Services
502.410.7205

After 4 hours from initial notification, the ticket is escalated to the VP of Insight Business Services

Attachment E

Network Services Contract



Insight Kentucky Partners II, LP.

NETWORK SERVICES CONTRACT

Summary Page

Parties:

("Customer")

P.O.C.

Voice:

Fax:

Email:

Insight Kentucky Partners II, LP.
("Network Owner")
10200 Linn Station Road
Suite 310
Louisville, KY 40223
POC: John Grismore, VP, Insight Business Services
Voice: (502) 410-7208
Fax: (502) 410-7001
Email: Grismore.J@insightcom.com

with a copy of all notices to:

Insight Communications
810 7th Avenue
New York, NY 10019
Attn: General Counsel
Voice: (917) 286-2300
Fax: (917) 286-2301
Email: brecher.e@insightcom.com

Initial Term: Months

Exhibits:	<u>Exhibit A</u>	Customer Premises, Network Services and Rates
	<u>Exhibit B</u>	Terms and Conditions
	<u>Exhibit C</u>	Circuit Acceptance Document
	<u>Exhibit D</u>	Network Acceptance Document
	<u>Exhibit E</u>	Service Level Agreement, Dedicated Access Service

NETWORK SERVICES CONTRACT

, a corporation and Insight Kentucky Partners II, LP, a Delaware limited partnership, enter into this Network Services Contract as of the Agreement Date.

UNDERSTANDING

- A. Insight owns and/or has access to networks, equipment, and services and is in the business of providing network services to customers.
- B. Customer desires to obtain certain network services from Insight, and Insight desires to provide the network services to Customer on the terms and conditions of this Agreement.

Based on the above understanding, the parties agree as follows:

AGREEMENT

1. Definitions.

- (a) "Agreement" means this Network Services Contract, all attachments, exhibits, and any permitted modifications or amendments.
- (b) "Agreement Date" means the date as indicated on the signature page.
- (c) "Circuit Acceptance" means the signed acceptance by the Customer for the use of each individual element of the Network Services, subject to Section 4 of this Agreement.
- (d) "Commencement Date" means the date all of the Network Services become available for Customer's use and the Network Acceptance is completed, subject to Section 4 of this Agreement.
- (e) "Customer" means the person or organization described on the Summary Page.
- (f) "Customer Network" means the necessary equipment and facilities required under this Agreement to provide Network Services to Customer as specified on Exhibit A.
- (g) "Customer Premises" means the buildings, property and locations to receive Network Services under this Agreement as specified on Exhibit A, which Customer represents it either owns or has full authority to include herein.
- (h) "Customer Premises Equipment" ("CPE") means equipment that is: (i) owned by Customer and located within Customer's Premises; (ii) related to the provision or use of Network Services and connected to the Network Owner's equipment; and (iii) not included within the equipment provided by Network Owner under this Agreement.
- (i) "Implementation Schedule" is a mutually agreed upon schedule of implementation activities and milestones associated with the construction, implementation, testing and deployment of the Network Services hereunder.
- (j) "Insight" and/or "Network Owner", the organization described on the Summary Page.
- (k) "Network Acceptance" means the signed acceptance by the Customer for the use of all of the contracted Network Services, subject to Section 4 of this Agreement.

- (l) "Network Services" means high-bandwidth connectivity, related equipment and services provided to Customer as specified on Exhibit A.
- (m) "Required Permit" means any permit, certificate, license, approval or franchise required by any governmental agency or other third party to provide Network Services.
- (n) "User" means anyone who uses or accesses the Network Services purchased by Customer under this Agreement.

2. Network Services Provided to Customer.

Insight shall provide Customer with the Network Services specified on Exhibit A in accordance with the terms and conditions of this Agreement (and any applicable tariffs).

3. Customer Network Provided to Customer.

- (a) **Design and Installation.** Insight shall prepare the basic design and perform the initial installation of the Customer Network according to the Customer Network specifications in Exhibit A.
- (b) **Customer Network Maintenance.** Insight shall perform basic maintenance of the Customer Network and shall repair or replace portions of the Customer Network that malfunction as necessary to provide the Network Services; except to the extent that any such repair or replacement arises from the negligent or willful acts or omissions of Customer, its agents, representatives, employees, licensees, invitees, and/or contractors, in which case Customer shall be responsible for and pay for the costs incurred for restoration of the damaged Customer Network facilities. Further, Insight may interrupt the Network Services for purposes of planned maintenance. Insight shall use reasonable efforts to schedule any such planned maintenance so as to minimize disruption to Customer's operation – provided, however, that Insight may schedule such interruptions during normal business hours.
- (c) **Customer Premises Equipment.** Under this Agreement, Insight will not be responsible for the provision, installation, repair or maintenance of Customer Premises Equipment connected to the Customer Network. Customer may contract for these services or equipment under a separate agreement.
- (d) **Compliance with Laws.** All installations by Insight shall comply with applicable local, state and federal laws, regulations and ordinances; and all network interfaces shall comply with applicable and commonly accepted industry standards. Network interfaces shall comply with Institute of Electrical and Electronics Engineers ("IEEE") standards.
- (e) **Ownership of Customer Network.** Except as otherwise provided on Exhibit A, Insight shall retain ownership of the Customer Network, including, but not limited to the optronics and physical fiber plant; notwithstanding any termination or expiration of this Agreement. Except as provided on Exhibit A, no portion of the Customer Network installed on the Customer Premises shall be considered a fixture or an addition to the property. Customer agrees that it will take no action that impairs Insight's title to the Customer Network, or exposes Insight to any claim, lien, encumbrance, or legal process. Insight may, from time to time, make changes, adjustments and extensions to the physical design of the network carrying Customer's bandwidth service to provide services to other customers, but only if such use does not affect the performance of the Network Services.

- (f) **Removal of Customer Network.** In the event of expiration or termination of this Agreement, Insight may remove any portion of the Customer Network or optronics located in or on the Customer Premises within 180 days of the cessation of Network Services. If Insight removes any portion of the Customer Network or optronics, it shall restore the Customer Premises to substantially its prior condition, as per photographic documentation, wear and tear excepted. Upon installation of the Customer Network in accordance with the terms hereof, Insight and Customer shall schedule a mutually convenient time for Customer to take photographs of that portion of the Customer Network located in or on the Customer Premises. Customer shall promptly provide to Insight copies of those photographs.
- (g) **Use of Contractors.** Insight may retain the use of contractors to install, maintain and repair the Customer Network or optronics.
- (h) **Customer Network Non-exclusive.** Portions of the Customer Network may be provided over shared transport facilities used to support the Network Owner's operations or those of its other customers. Consistent with the nondisclosure obligations contained in Section 7 of Exhibit B hereof, Insight agrees not to disclose any Customer records except as otherwise authorized herein.

4. **Commencement Date of Network Services.**

Following installation of the Customer Network and the connection of the necessary Customer Premises Equipment, Insight shall conduct industry standard and commonly accepted tests of the Customer Network to prove connectivity. Upon successful completion of the test(s) for an individual element of the Network Services, Insight will provide the Customer with a Circuit Acceptance Document (in the form of Exhibit C attached hereto) to sign, complete and return to Insight within no later than three (3) business days.

Upon completion of the launch of the Network Services, the Customer shall be provided by Insight with a Network Acceptance Document (in the form of Exhibit D attached hereto) informing the Customer that all Network Services are available for use. Customer shall complete, sign and return the Network Acceptance Document within no more than three (3) business days or provide Insight with written explanation of deficiency or identify any issues to be addressed prior to Customer's acceptance of the Network Services. Absent the return by Customer of the executed Network Acceptance Document or notice of deficiency within the referenced time frame, the Commencement Date shall automatically be the 4th business day after the Network Acceptance Document is provided to the Customer.

Timing will be based on contract award date. Uncontrollable factors such as weather and permitting may cause the time to be extended. In the event of such uncontrollable factors, at the time of the occurrence Customer shall be notified of the anticipated delay and duration in writing. In no event shall the Commencement Date occur later than the agreed upon Implementation Schedule (as detailed in Section 6 below) subject to any event of Force Majeure.

5. **Charges and Payment Terms.**

- (a) **Nonrecurring and Recurring Charges.** For the installation and maintenance of the Customer Network and for the use of Network Services, Customer shall pay Insight the recurring charges set forth in Exhibit A. All charges to Customer shall be subject to applicable state and federal taxes. Any assessments or other taxes, regulatory or franchise fees levied on the Network Services will be passed through by Insight to Customer.

- (b) **Payments.** Customer shall pay charges as follows:
- (i) Upon execution of this Agreement, Customer shall pay Insight the total nonrecurring charges specified in Exhibit A.
 - (ii) Upon Circuit Acceptance, Customer shall pay Insight the first month's recurring charges for all accepted circuits, pro rated.
 - (iii) Following the Circuit Acceptance, recurring charges shall be invoiced monthly to the Customer and due on the date indicated in the invoice.
- (c) **Late Payment.** In the event of any unpaid balance which becomes more than 30 days overdue, Insight may discontinue Network Services until full payment of any unpaid balance has been received. Upon receipt of such payment, full Network Services will be restored within 72 business hours. If any amount due hereunder is not paid in accordance with the terms hereof, Customer shall pay interest on such past due amounts at the lesser of (i) the rate of one and one-half percent (1-1/2%) per month or (ii) the maximum interest rate permitted by applicable law.

6. Term and Renewal.

This Agreement commences as of the Agreement Date (defined below) and shall continue for (#) months following the Commencement Date, unless terminated earlier in accordance with Section 6 of Exhibit B. At any time prior to the commencement of construction by Insight on the Customer Network, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Construction on the Customer Network shall commence on a date mutually agreeable to the Customer and Insight, but in no event later than agreed to in the Implementation Schedule. The Implementation Schedule shall be developed jointly by Insight and Customer no later than ten (10) business days following the execution of this Agreement, subject to delays beyond the parties' control.

7. Additional Terms and Conditions

This Agreement incorporates all of the terms and conditions described in Exhibit B hereto.

INSIGHT: INSIGHT KENTUCKY PARTNERS II, LP.

By: _____
 Name: John Grismore
 Title: VP, InsightBusiness Services
 "Agreement Date": _____

CUSTOMER:

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit A

1. PROPOSED SOLUTION

Customer Premises where Network Services are to be provisioned:

2. DESIGN OVERVIEW

Network Services Provided:

Network Owner will provide a _____ Mbps fiber circuit for Ethernet access at each of the following locations to aggregate at Insight's Headend location:

Network Owner shall provide connectivity at the Customer demarcation point which shall be an Ethernet handoff to the CPE.

3. PRICING

Location	Service	Monthly Recurring Charges (MRC)	Non-Recurring Charges (NRC)
	100 Mbps Ethernet	\$	\$
	100 Mbps Ethernet	\$	\$
	100 Mbps Ethernet	\$	\$
	100 Mbps Ethernet	\$	\$
GRAND TOTAL		\$ *	\$

*Pricing excludes any applicable taxes, fees and assessments.

4. SUPPORT

Network Owner will provide 24 X 7 customer support consistent with terms outlined in Section 3 (b) of the Agreement.

5. CUSTOMER RESPONSIBILITIES

- Customer will provide all necessary rack space for the fiber termination shelf and Customer Network equipment being provided by Network Owner during the term hereof.
- Customer will provide appropriate AC power for the use of the Network Owner's UPS system.

- Customer will provide Network Owner with access to their site facilities and all locations referenced above.

Exhibit B

TERMS AND CONDITIONS

1. Additional obligations of Customer.

- (a) **Access to Customer Premises.** Customer shall secure any Required Permits, easements, leases or other agreements relating to use of the Customer Premises and/or the property on which the Customer Premises are located necessary to allow Insight, its contractors and authorized vendors to use existing pathways to access each Customer Premises at those times determined by Insight. If access to Customer Premises is not then available in accordance with Section 3(b) of the Agreement, Insight shall not be held in default of this Agreement.
- (b) **Access to Customer Network and records.** Customer shall provide Insight with reasonable and convenient access to the Customer Networks and related technical records, Customer records, and other records and information as reasonably requested by Insight to perform its obligations under this Agreement. In the event of any emergency, Insight shall be allowed immediate access to commence resolution of the problem.
- (c) **Protected space on Customer Premises.** At each Customer Premises, at no cost to Insight, Customer shall provide Insight adequate environmentally controlled space, electricity required for installation, operation, and maintenance of the Network Services, including the non-exclusive use of a secure facility as designated by Customer, as needed without interference to Customer's ongoing operations.
- (d) **Network malfunctions caused by Customer.** If a malfunction of the Customer Network results from Customer Premises Equipment or Customer's actions or omissions, or the equipment, acts or omissions of third parties, Customer shall compensate Insight for its reasonable and actual costs of the service calls and any repairs.
- (e) **Maintenance of Customer Premises.** Customer shall use reasonable efforts to maintain its property and the Customer Premises in a manner that preserves the integrity of the Customer Network and Network Services. Customer shall promptly notify Insight of any event that affects the Customer Network or Network Services.
- (f) **Removal of hazardous materials.** If asbestos or other hazardous materials exist on the Customer Premises, Customer must have the materials removed or notify Insight to install the applicable portion of the Customer Network in areas not containing such materials.
- (g) **Insight Broadband Commercial Enterprise Acceptable Use Policy.** Customer hereby agrees that its use of the Network Services shall comply with, and that it shall cause its Users' use of the Network Services to comply with, the terms of Insight's then current Acceptable Use Policy, which may be accessed at www.insightbusiness.com and is incorporated herein by this reference.
- (h) **Customer's end Users.** Insight will not provide support directly to nor interface with any person in his capacity as a User. Customer is responsible for (i) selecting the Users it permits to access the Network Services; (ii) implementing with its Users appropriate terms, conditions and measures to ensure that all Users comply with the applicable terms and conditions of this Agreement; and (iii) establishing Users rights to access the

Network Services. Customer must maintain with its Users an agreement that will establish and govern the legal relationship between Customer and its Users. That agreement must provide that Insight's liability to each User is limited to the same extent that Insight's liability to Customer is limited under this Agreement.

2. Additional obligations of Insight.

- (a) **Required Permits.** Insight shall provide Customer with commercially reasonable assistance in obtaining Required Permits.
- (b) **Insurance.** Insight shall maintain, during the term of this Agreement, the following insurance coverage of the types and in the minimum amounts and all on an occurrence basis:
 - (i) Worker's compensation insurance in compliance with the laws of the State where the Customer Premises are located.
 - (ii) General commercial liability insurance, including broad form property damage/hazard insurance, public liability insurance, premises/operations, aggregate products and completed operations, independent contractors, property and fire damage liability insurance, and contractual liability insurance all with minimum bodily injury and property damage coverage limits of \$500,000 thousand per person/per occurrence and \$1 million general aggregate.
 - (iii) Automobile insurance (covering all automobiles, whether owned, non-owned, scheduled and/or hired) for both bodily injury and property damage with minimum bodily injury and property damage coverage limits of \$500,000 thousand per person/per occurrence or \$1million single limit.

Insight shall not be required to directly insure its contractors but shall cause all of its contractors to maintain the types of insurance coverage and in the minimum amounts required of Insight above.

- (c) **Maintenance of Networks.** Insight shall maintain and repair its facilities as necessary to provide Network Services under this Agreement.
- (d) **Compliance with applicable law, regulations and industry standards.** Insight shall construct, operate and maintain facilities in material compliance with applicable law, FCC regulations, and all applicable industry standards including IEEE for the network interfaces.

3. Limitations on warranties and liability.

- (a) **WARRANTY DISCLAIMER. INSIGHT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO THE LIMITATIONS IN THIS AGREEMENT, INSIGHT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, EXCEPT FOR THOSE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF INSIGHT.**

(b) **LIMITATIONS ON DAMAGES.**

(i) **IN NO EVENT WILL ANY PARTY BE LIABLE TO THE ANOTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, OR LOSS OF PROFITS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATION, WHETHER ARISING OUT OF CONTRACT OR TORT; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST AMOUNTS PAYABLE TO THIRD PARTIES.**

(ii) The liability of Insight for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Network Services (individually or collectively, "Liability"), other than any Liability caused by force majeure or Customer, shall be solely the pro rata monthly charge of one day credit based on recurring monthly charge per site for such Network Services for each Liability that is not remedied within the committed resolution times specified in Exhibit A and is not coincident with any other Liability provided that the Liability is reported by Customer during the duration of the Liability.

(iii) Insight shall not be liable for any act or omission of any other company or companies furnishing any portion of the Network Services, or for damages associated with services, facilities, or equipment not furnished by Insight.

4. **Indemnification.**

(a) **By Insight.** Insight shall indemnify and hold Customer harmless from and against any and all third party claims and related liability, damages and judgments, arising from (i) damage to any person or property caused by the negligence or intentional misconduct of Network Owner, its employees, agents, contractors or representatives during the term of this Agreement; or (ii) any breach or nonperformance by Network Owner of any of its representations, warranties or obligations in this Agreement.

(b) **By Customer.** Customer shall indemnify and hold Insight harmless from and against any and all third party claims and related liability, damages and judgments, arising from (i) damage to any person or property caused by the negligence or intentional misconduct of Customer, its employees, agents, contractors or representatives during the term of this Agreement; or (ii) any breach or nonperformance by Customer of any of its representations, warranties or obligations in this Agreement.

(c) **Notice; defense of claims.** Promptly after receipt by an indemnified party of notice of any third party claim, liability, or expense to which indemnification obligations would apply, the indemnified party shall give written notice to the indemnifying party. The notice must state the information then available regarding the amount and nature of the claim, liability or expense. If within 20 days after receiving the notice, the indemnifying party gives written notice to the indemnified party stating that it disputes and intends to defend against the claim, liability or expense at its own cost and expense, then the indemnifying party shall select defense counsel. The indemnified party has the right to fully participate in the defense at its own expense. If the indemnifying party does not deliver notice of intent to dispute and defend, or does not conduct a diligent and good

faith defense, the indemnified party may, at the reasonable expense of the indemnifying party, undertake the defense of the claim, liability or expense, and may compromise or settle it.

5. Default and remedies.

- (a) **Monetary default.** A party is in default under this Agreement if it fails to make any required payment when due, and the failure continues for five days after the defaulting party has received written notice from the other party.
- (b) **Other default.** Except for monetary defaults under Section 5(a) above, a party is in default under this Agreement if it fails to perform any material provision of this Agreement and the failure remains uncured for 30 days following written notice from the non-defaulting party.
- (c) **Remedies upon default.** If a party fails to cure any default within the notice periods provided in this Section 5, the non-defaulting party may pursue all available legal remedies and may terminate this Agreement upon 15 days written notice.

6. Termination. This Agreement shall be terminated as follows:

- (a) by mutual agreement of the parties;
- (b) by written notice under Section 5(c) above; or
- (c) by Network Owner in the event that Network Owner (or its successor) no longer offers Network Services within its District serving the area where the Customer Premises are located.

7. Confidentiality.

- (a) **Definition.** "Confidential Information" means all information concerning Insight or Customer disclosed to or acquired by the other party to this Agreement, other than publicly available information or information acquired through authorized third parties. Confidential Information shall include, without limitation, proprietary information, network designs and operations, service offerings, product plans, product designs, product costs, personnel, research and development activities, trade strategies, financial information, pricing, margins, customers, customer lists and related information, the terms of any agreement proposed by either party, and all memoranda, notes, reports and documents relating to any proposed agreement, personnel and student records, the terms of this Agreement and all memoranda, notes reports and documents relating to this Agreement.
- (b) **Nondisclosure.** Without the written consent of the disclosing party, no party may use or disclose Confidential Information for any purpose other than relating to the performance of their respective obligations under this Agreement. The receiving party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The receiving party may disclose Confidential Information received hereunder to (i) its affiliates who agree, to be bound by this Agreement, and (ii) its employees, officers, agents and independent contractors, and its affiliates' employees, officers, agents and independent contractors, who have a need to know, for the purpose of this Agreement. In any event, a party to this Agreement which makes Confidential Information available to any third party, including without limitation

as permitted pursuant to this Subsection (b), shall remain liable for the handling by the recipient of the received Confidential Information in conformity with the requirements of this Agreement and for the breach by any such recipient of such requirements. Neither party shall make copies of any Confidential Information or any part thereof except to the extent expressly permitted by this Agreement or by the disclosing party. For purposes of this Section, disclosure by a party of Confidential Information to the affiliate of the other party to this Agreement or to a third party authorized by the other party to receive such Confidential Information shall be deemed to be a disclosure to the other party to this Agreement. Upon termination of this Agreement, each party shall return to the other party all Confidential Information supplied to or possessed by that party and shall not retain any copies or other reproductions of Confidential Information.

- (c) **Exceptions to the Receiving Party's Responsibilities.** The receiving party may disclose the disclosing party's Confidential Information if obligated to produce same by law, regulation, court order or under order of a Regulatory Authority or where the receiving party reasonably determines that such disclosure is required to protect or assert its rights under applicable law; *provided that*, when the receiving party has notice of the pendency of any action which may result in a court order or other legal requirement to produce such Confidential Information, the receiving party shall notify the disclosing party of the facts pertaining to such action or other legal requirement as soon as practicable under the circumstances in order to give the disclosing party an opportunity to protect its interests and shall reasonably cooperate with the disclosing party in seeking a protective order or other appropriate remedy from the proper authority. If the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information or where the receiving party reasonably determines that such disclosure is required to protect or assert its rights under applicable law, the receiving party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- (d) **Remedies for unauthorized disclosure or use.** The parties acknowledge that money damages will be inadequate to compensate a disclosing party for unauthorized disclosure or use of Confidential Information by a receiving party. Consequently, in case of unauthorized disclosure of Confidential Information, the aggrieved party is entitled to seek immediate injunctive relief from a court of competent jurisdiction. Each party expressly waives the defense to such action that money damages are an inadequate remedy. The election to seek injunctive relief shall be in addition to all other rights and remedies under applicable law. The aggrieved party may, in addition to any other forms of relief, recover from the breaching party all costs and reasonable attorney fees related to enforcement the nondisclosure obligations this Agreement.
- (d) **Return of materials.** When and as directed by the disclosing party, the receiving party(ies) shall: (i) promptly return or destroy the originals and any copies of the disclosing party's Confidential Information; and (ii) return or destroy documents and other materials produced by the receiving party, or its agents or independent contractors, to the extent that the same contain the disclosing party's Confidential Information.
- (f) **Disclosure period.** This Section applies only to disclosures made during the term of this Agreement. Except to the extent otherwise expressly provided by this Agreement, disclosures are entirely voluntary, and neither party is obligated to disclose or receive any Confidential Information during the term of this Agreement.
- (g) **Term of obligation.** A receiving party's obligation with respect to each disclosure of Confidential Information under this Section shall continue for three (3) years following

the expiration or any earlier termination of this Agreement. A receiving party's obligation under this Section 7 with respect to a disclosure terminates at the end of the three (3) year period. Notwithstanding the foregoing, the receiving party's obligation to maintain the confidentiality of all Confidential Information disclosed relating to Confidential Information which contains any of the disclosing party's customers' personally identifiable information, shall continue perpetually.

8. **Notices.** Any notice, request, demand, waiver or other communication required or permitted under this Agreement must be in writing and will be deemed given if delivered to the appropriate address on the Summary Page of this Agreement by any of the following means: hand-delivery; first class, prepaid, registered or certified mail; overnight courier; or by telecopier with printed confirmation of receipt. A party may change its address for notice purposes by providing notice of such change in accordance with this section.

9. **Miscellaneous.**

- (a) **Entire agreement.** This Agreement sets forth the entire understanding of the parties pertaining to its subject matter and supersedes all prior representations, understandings and agreements.
- (b) **Relationship between the parties.** The parties intend this Agreement to establish an independent contractual relationship between the parties. The parties do not intend this Agreement, or its performance, to create any form of partnership or joint venture.
- (c) **Amendment.** This Agreement may be amended only in writing signed by all parties.
- (d) **Waiver.** The waiver by *any* party of any provision of this Agreement shall not be deemed a subsequent waiver of that provision or any other such provision.
- (e) **Assignment.** None of the parties may transfer or assign this Agreement or its rights or obligations under this Agreement without the prior written consent of the other party. A party shall not unreasonably withhold or delay such consent. Notwithstanding the foregoing, a party may assign this Agreement as collateral to secure indebtedness, to an affiliate controlling, controlled by, or under common ownership and control following written notice to the other party, or to any successor owner of such party's assets used in connection with the provision of the Network Services. Any collateral assignment or affiliate assignment will not relieve a party of its obligations under this Agreement.
- (f) **Governing law.** The law of the State where the Customer Premises are located shall govern the construction and enforcement of this Agreement. Any disputes will be handled in the State where the Customer Premises are located. Each party hereby consents to the jurisdiction of the federal and/or local courts located in the State where the Customer Premises are located in connection with any action violating this Agreement.
- (g) **Severability.** If a court of competent jurisdiction finds any part of this Agreement invalid, the remaining provisions shall remain in full force.
- (h) **Force majeure.** Delays or failures to perform resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes; failure of granting authority [ies] to issue permits; construction [not controlled by Insight]; strikes, suppliers delays, work stoppages or other job actions, or power outages shall not constitute a default under this Agreement.

- (i) **Counterparts.** The parties may execute this Agreement in counterparts. A signature delivered by facsimile shall constitute an original.

Exhibit C

Circuit Acceptance Document

Customer _____	Project _____
Account ID # _____	Address _____
Account Exec _____	City _____
Project Mgr _____	State _____
Activation Date _____	

This document acknowledges the completion of work as mutually defined in the Network Services Agreement – Exhibit A between Insight and the Customer. This signed Circuit Acceptance verifies the work has been completed in accordance with Exhibit A for the specific circuits listed below. Exceptions will be reconciled as mutually agreed upon by Insight and the Customer. Please send a copy of this signed Circuit Acceptance to the Insight Project Manager by fax or email.

Project Description

The Customer Network was supplied as a turnkey operation as specified in Exhibit A of the Network Services Agreement. Insight provided all fiber optic and splicing materials, labor, engineering, quality control, testing, and project management necessary to complete the following project.

Circuit IDs

ID _____	ID _____

A copy of individual test records have been provided to the Customer	<input checked="" type="checkbox"/>
The Customer has been provided with an escalation list and procedure	<input checked="" type="checkbox"/>
The Customer agrees that the above information is correct	<input type="checkbox"/>

Insight: _____
Print Name:

Date:

Customer: _____
Print Name:

Date:

Exhibit D

Network Acceptance Document

Customer _____ Project _____
Account ID # _____ Address _____
Account Exec _____ City _____
Project Mgr _____ State _____
Activation Date _____

This document acknowledges the completion of work as mutually defined in the Network Services Agreement – Exhibit A between Insight and the Customer. This signed Network Acceptance verifies that all of the work has been completed in accordance with Exhibit A. Exceptions will be reconciled as mutually agreed upon by Insight and the Customer. Please send a copy of this signed Network Acceptance to the Insight Project Manager by fax or email.

Project Description

The Customer Network was supplied as a turnkey operation as specified in Exhibit A of the Network Services Agreement. Insight provided all fiber optic and splicing materials, labor, engineering, quality control, testing, and project management necessary to complete the following project.

-
- | | |
|--|--|
| <input type="checkbox"/> Point to Point Circuit | <input type="checkbox"/> Point to Point Video Feed |
| <input type="checkbox"/> Shared Circuit | <input type="checkbox"/> Coaxial Feed |
| <input type="checkbox"/> Point to Multipoint Circuit | <input type="checkbox"/> Dedicated Internet Access |

- Customer has received all test results for accepted circuits.
- The Customer has been provided with an escalation list and procedure for all circuits.
- The Customer agrees that the above information is correct

Insight Signature: _____ Date _____

Print Name: _____

Customer Signature: _____ Date _____

Print Name: _____

Exhibit E

Service Level Agreement Dedicated Access Service

Network Owner shall provide Customer with Service Credit if Network Owner fails to meet its stated Network Availability Guarantee, Latency Guarantee as defined in this Service Level Agreement (“SLA”). This SLA is part of Network Owner’s commitment to Customer to stand behind its internal processes, network and quality of service.

Section 1: Definitions

“Average Monthly Recurring Charges” shall mean the average of the MRC for Network Services charged by Network Owner, for the three (3) months (or such shorter period during which Customer has been receiving Network Service) immediately preceding the month in which the Network Service Unavailability occurs.

“Customer” shall have the same meaning given to it in the Network Services Contract.

“Insight Network” shall mean the Customer Network and Network Services as defined in the Network Services Contract. The Insight Network does not include Customer Premises Equipment, or other Customer Network equipment not owned or controlled by Insight.

“Network Services Unavailability” shall mean a failure of the Insight Network resulting in Network Services not being delivered to the Customer Premises demarcations point. Network Services Unavailability shall not include failure as a result of Network Owner planned maintenance, other planned outages, packet loss, problems with Customer’s applications, Customer Premises Equipment or facilities, acts or omissions of Customer, any use or user of the Network Services, Force Majeure or local access provider outages or service interruptions.

“Force Majeure” shall mean circumstances beyond Network Owner’s control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Insight Network, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Insight Network.

“Service Credit” shall mean:

One (1)-day Service Credit: one-thirtieth (1/30) of Customer’s Average Monthly Recurring Charges.

One (1)-week Service Credit: seven-thirtieths (7/30) of Customer’s Average Monthly Recurring Charges.

One (1)-month Service Credit: thirty-thirtieths (30/30) of Customer’s Average Monthly Recurring Charges.

Service credits shall not be available for any failure to comply with this SLA that are attributable to Customer’s or its agents actions or non-actions, including without limitation, Customer or its agents tampering with the Customer Network or any CPE.

Section 2: Network Availability Guarantee

Network Owner guarantees ninety-nine and nine hundred and ninety-five hundredths (99.995%) Customer Network uptime (“Network Availability Guarantee”). Any Customer who experiences Network Services Unavailability in excess of twenty-five (25) consecutive minutes during a calendar month may receive Service Credit as follows:

Network Services Unavailability of greater than twenty-five (25) consecutive minutes, but less than eight (8) consecutive hours, in a calendar month: equals a one (1)-day Service Credit.

Network Services Unavailability of greater than eight (8) consecutive hours, but less than twelve (12) consecutive hours, in a calendar month: equals a one (1)-week Service Credit.

Network Services Unavailability of greater than twelve (12) consecutive hours, in a calendar month: equals a one (1)-month Service Credit.

This Service Credit applies only to the MRC applied to the Customer Premises site or location directly experiencing connectivity issues. Loss of Network Service at one Customer Premises location does not constitute a Service Credit for all Customer Premises locations even though they may all be billed under a single billing address.

Unless Customer has already been notified of Network Services Unavailability by Network Owner, Customer shall notify Network Owner of such Network Services Unavailability promptly during the periods of such Network Services Unavailability. The period for measuring Network Services Unavailability will begin on the earlier of the time at which Customer notifies Network Owner of such Network Services Unavailability or the time at which Network Owner independently discovers such Network Services Unavailability.

See Section 5 hereof for the Service Credit process.

Section 3: Latency Guarantee

Network Owner guarantees an average monthly transmission rate of 20 milliseconds or less on the Insight Network (“Latency Guarantee”). Network Owner measures Customer Network latency as the average round trip transmission on the Insight Network, at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Network Owner’s calculations will be dispositive for purposes of this Agreement. If Customer experiences average latency in excess of 20 milliseconds as so calculated for any calendar month, then the Customer may receive Service Credit as follows:

Average Customer Network latency in excess of 20 milliseconds for any calendar month: equals a one (1)-week Service Credit.

Average Customer Network latency in excess of 20 milliseconds in each of two (2) consecutive calendar months: equals a one (1)-month Service Credit.

See Section 5 hereof for the Service Credit process.

Section 4: Routine Maintenance Windows

Routine Customer Network maintenance is performed during Network Owner’s standard maintenance windows. Maintenance windows are currently Monday through Friday 00:00:01 – 06:00 local time (subject to changes). If routine maintenance is necessary during these specified times, Customer will be notified via email with a “Planned Maintenance Notification”. This notification will inform Customer of the scheduled time, estimated duration and reason for the Customer Network maintenance. The specified window is six (6) hours in length, but may vary in accordance with the maintenance to be performed.

Network Owner shall use commercially reasonable efforts to notify Customer of any planned maintenance no less than seven (7) days prior to the scheduled maintenance – provided Network Owner has at minimum that amount of time from scheduling to performing.

Section 5: Service Credit Process

To initiate a claim for Service Credit with respect to the Network Services Unavailability or Latency Guarantee, Customer shall submit to Network Owner, in writing, a request for Service Credit within seven (7) business days after the end of the month during which the Network Services Unavailability occurred. Network Owner shall acknowledge receipt of all Service Credit requests via email within twenty-four (24) business hours after such receipt and shall review all requests within ten (10) business days after such receipt. Customer shall be notified via email upon resolution of the request.

Section 6: Service Credit

Network Owner shall issue a Service Credit to Customer's account upon approval of a Service Credit Request Form. An eligible Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request Form was approved. The Service Credits referenced in this SLA shall be the Customer's sole and exclusive remedy for Network Owner's failure to provide the Network Services as described herein.

The Service Credit provided for in this SLA assumes compliance by Customer with the terms and conditions of its Network Services Contract with Network Owner, and the failure of Customer to comply therewith will invalidate this SLA. Furthermore, Network Owner shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's Network Services Contract with Network Owner or causes beyond Network Owner's reasonable control, including without limitation, events of Force Majeure.

Section 7: Policy Change

Network Owner in its sole discretion may change, amend or revise this policy at any time. Such changes or revisions shall be deemed effective upon emailing an updated Service Level Agreement to the involved parties.

Attachment F

Notes/Exceptions/Comments

Notes/Exceptions/Comments

Section 2 General Provisions

Subsection 2.15 – Assignment of Contract

Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

Response: Insight requests the ability to assign the contract to a successor/owner/franchise.

2. The Contractor shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

Response: Insight will stand behind any indemnity so that if there is a claim involving these types of damages we will cover out of pocket as required. If that is not acceptable Insight would be willing to offer a security bond to satisfy this requirement.

3. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

Response: Insight provides Louisville Metro with additional insured status for general /auto liability under our insurance coverage as part of our franchise agreement.



Subject: RE: Bid 1955- Internet Service for LFPL

The assignment thing is OK. On the insurance exceptions, you'll need to have the Library talk to Carolyn Hagan in Risk Management.



Subject: RE: Bid 1955- Internet Service for LFPL

First attachment was incorrect. Exception are attached. Thanks.



Louisville Metro Government
Division of Purchasing
611 W. Jefferson Street
Louisville, Ky 40202

[REDACTED]

Subject: FW: Bid 1955- Insurnace Exceptions
Attachments: _0202164048_001.pdf; _0202164639_001.pdf

The exceptions are okay with Risk Management. A surety bond will not be required.

Thanks,

[REDACTED]
Contract Risk Analyst
Risk Management Division
(502) 574-1388 phone
(502) 574-4384 fax
[REDACTED]

[REDACTED]

Subject: Bid 1955- Insurnace Exceptions

Carolyn,

Could you please review the exceptions taken for the above bid by Insight Communications? LFPL has recommended awarding to them, but we need to get these exceptions approved first before awarding. LFPL sent this recommendation yesterday but needs to have this awarded in 8 days to keep Federal Erate funding.

I have attached the exception only #2 and #3 pertain to you. A copy of the insurance requirements is attached too; the bid was basically for internet service for LFPL. If you need the entire specs let me know. Thanks.

[REDACTED]

Louisville Metro Government
Division of Purchasing
611 W. Jefferson Street
Louisville, Ky 40202