

KANSAS CITY PUBLIC LIBRARY

**REQUEST FOR PROPOSALS
FOR DATA STORAGE BACKUP SYSTEM**

December 4, 2024



**Kansas City
Public Library**

14 West 10th Street
Kansas City, Missouri 64105

Proposals will be accepted until:

11:00 a.m. (Local Time)
Monday, January 13, 2025

REQUEST FOR PROPOSALS FOR DATA STORAGE BACKUP SYSTEM

Instructions to Vendors

General Instructions

The Kansas City Public Library (“Library”) invites qualified applicants to submit proposals for a data storage backup system.

Submission of Proposal

Proposals may be submitted in hard print copy and/or email, to be received no later than 11:00 a.m. (Local Time), Monday, January 13, 2025. All correspondence should be marked “**KCPL Data Storage Backup System**”. Please note that if you are submitting your proposal by email, the Library must receive the email no later than 11:00 a.m. (Local Time). If submitting a hard print copy of your proposal, copies may be mailed or delivered to the “Official Contact” address below.

Official Contact

Any questions concerning this Request for Proposal (“RFP”) should be submitted via email to:

Jessica Addo
Kansas City Public Library
14 West 10th Street
Kansas City, MO 64105
816-701-3563
jessicaaddo@kclibrary.org

All questions concerning this RFP must be received no later than Wednesday, December 18, 2024 by 5:00 p.m. (Local Time).

Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of the Library.

Confidentiality of Information

Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

RFP Awards

The Library reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of

the Library. The Library reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the Library.

Addenda/Cancellation

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library's RFP/RFQ website (currently: <https://www.kclibrary.org/public-notices>). Proposers should monitor the Library's RFP/RFQ website for updates/information/addenda/cancellations. Verbal modifications to the RFP specifications shall not be binding upon the Library.

Clarification of Proposals

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

Method of Selection

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: **price, qualifications, service approach, and the experience of the Proposer**. Per Library policy, a preference will be given to local vendors and minority/women business enterprises (M/WBE).

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals.

The Library will negotiate with the selected Proposer(s) for mutually agreeable terms for the Library's data storage backup system before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

Proposal Validity Period

Each proposal shall be valid for a period of sixty (60) days from the proposal due date.

Non-Collusion

Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless

The Proposer shall hold harmless, defend and indemnify the Library and the Library’s officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer’s failure to provide worker’s compensation coverage and liability coverage.

General Specifications

It is the purpose of this RFP to solicit proposals from qualified vendors to provide data storage backup equipment and/or services for the Kansas City Public Library. The Library is accepting proposals for equipment and/or services to meet the needs of the Library.

The Library seeks proposals that afford the Library the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, the Library recognizes that there may be arrangements different from those requested in the RFP that would afford additional benefits to the Library while satisfying the applicable requirements of this RFP. Accordingly, you may submit clearly-identified alternative proposals for consideration, which offer additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

The Library reserves the right to inspect the Proposer’s facility prior to award to assure that it meets the requirements and can provide the necessary support for the contract goods and services specified.

The Library may cancel a contract at any time by giving the vendor thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in proposal.

The selected service provider(s) will have been in operation at least three (3) years.

SCOPE OF WORK

The City Public Library is seeking proposals for off premise data backup and managed disaster recovery services. The Library currently utilizes a vendor who provides off-premise storage backup solution that would allow for disaster recovery and provision managed by the Library at the time of an incident.

The Library currently uses a NetApp Storage Area Network (“SAN”) with a capacity of forty terabytes (“40TB”) and several Synology RackStation Network-Attached Storage devices (“NAS”) with various capacities as listed below:

- RS1221+ 27TB purpose: air-gapped backup
- RS3621xs+ 30TB purpose: additional network storage
- RS4021xs+ 48TB purpose: on premise backup repository for MVSC special archive

The Library is currently using Veeam Backup and Replication software. Our intention is to continue to use this software. Additionally, the library contracts with a Managed Information Technology Service (MITS) vendor who monitors and configures backup jobs to the Library’s retention requirements. The chosen vendor for this RFP will need to be able to work and coordinate with another vendor on behalf of the Library to meet our overall backup, replication, and disaster recovery needs.

The Library desires proposals for Disaster Recovery as a Service (DRaaS) as well as proposals for offsite storage for the Library’s current off-premise data backup totaling approximately 45 TB.

At least one full copy of the library’s data offsite storage must be a minimum of 100 geographic miles away from the Library’s main address, 14 W 10th Street, Kansas City, MO 64105.

The DRaaS should provide failover to a cloud computing environment that can be utilized in the event of natural disaster or threat actors. The library would like to view pricing tiers at multiple desired recovery times for this RFP. Specifically the pricing for recovery objectives for 3 business days and 7 calendar days will be used to evaluate vendor proposals.

Additionally, the library would like a current pricing list of the costs to run the environment inside the vendor’s recovery environment based on a per day fee with the number of days that may be automatically included (if any) as part of the contracted service.

The Library desires DRaaS proposals where the vendor takes responsibility for handling the whole recovery process (“Managed DRaaS”).

The Library desires a minimum of forty-five terabytes (“45TB”) of storage, after RAID (“redundant array of inexpensive disks”) Level 10, to allow for backup of all current Library data and to keep a restore for each of its servers in case of failure (allowing backup and restore capabilities). The library would like to know the cost of additional storage and the units in which that would need to be purchased as well as how much notice (“lead time”) needs to be given for additional storage.

The proposed solution should:

- Be compatible with vSphere 6.5 and all subsequent updates
- Be compatible with the Library's current NetApp and Synology storage devices.
- Be compatible with the Library's mixed network hardware environment of Meraki and Cisco.
- Be compatible with Veeam.
- Provide a minimum of 45TB off-premise storage.
- Allow for the chosen vendor from this RFP to work with another Library vendor who manages the library's backup service configuration and monitoring.
- Include data storage and replication.
- Include compute resources to maintain a functioning environment during a disaster event.
- Include training for three (3) Library technicians for the Library to help the Library equip itself to provide the needed client requirements by the chosen vendor from this RFP.
- Include monthly reports to verify file level replication.
- Include an annual DR exercise with minimal to no business disruption anticipated.
- Include access to a real-time ticketing/issue tracking software that can be used by the Library and by its Managed IT vendor to track support requests.
- Should allow for a similar logical network configuration as the Library in order to reduce configuration changes during a disaster event.
- Ability for the Library to remotely configure and monitor assigned environments in the event of a disaster event.

The library is also willing to consider:

- Service model and pricing that tiers the Recovery Objective for different services/servers (i.e. 24 hours, 3 days, 7 days, longer than 7 days).
- The cost of additional DR exercises annually.
- Additional service add-ons that would enhance the request above and the expected costs of those services.

The following items, or equivalent, should be included in the proposed solution:

- All necessary hardware, installation, configuration, and servicing.
- All included software and the price to keep that software updated, such as recurring software costs during the term of the contract.
- Pricing for both three (3) and five (5) year support.
- The number of years the vendor has been providing DRaaS.
- Experience, if any, with Veeam replication tools.
- How the Library and their managed MITS vendor will interact with the chosen vendor on the needs in the DRaaS space for off-premise backup storage.

- The length of time identified for onboarding and when a first viable product will be demonstrated (that is, once disaster recovery will be fully onboarded and ready to deploy from the chosen vendor).
- Pricing model and detail that shows basic charges for connectivity, tools, storage, etc. and any other ala carte services that are part of the assumption of the services represented in the proposal.
- Provide documentation for the vendor’s own Disaster Recovery Procedures and what, if any, are the potential impacts to the Library’s proposed DRaaS service in the event of vendor service disruption.
- Identify the last (if any) data breach for the vendor.
- Identify the last date (if any) that the vendor ran their own internal Disaster Recovery exercise for their systems.
- Include the vendor’s standard SLA for new clients; include the standard SLA for established clients (if it differs).
- Include a sample of the vendor’s client confidentiality contract language.
- Identify what (if anything) the Library will be required to provide in order to use the vendor’s service. This may include--but is not limited to--bandwidth needs, the use of particular hardware or software.
- Clearly identify and document how the vendors DRaaS solution functions.
- Demonstrated scalability of the vendor’s provided services and what would be considered ‘excessive’ growth by a client and would not be covered under the proposed pricing.
- Describe sample procedures for the Library to unilaterally execute fail over to the DRaaS location.
- Identify the response time for the DRaaS support team and hours of accessibility.
- Provide details on the vendor’s role in managing operations failback from the cloud data center back to the customer’s production data center.

Proposal Content & Format

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form

An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Proposal Response Form (**Attachment A**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the proposal response form. **Failure to submit Attachment A or an equivalent signed letter of transmittal may result in disqualification from consideration.**

Experience, Expertise and Capabilities

Give a background of the company's or contractor's experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. Give examples of experience for similar services to other entities. If the company or contractor is a local Kansas City business, or if the company or contractor is a minority/women business enterprise (M/WBE), this should be noted in order to utilize the Library's preference for local and M/WBE vendors.

Personnel

For Company proposals, provide the names of key personnel who would be directly involved in providing services to the Library. Describe their relationship in the company, the role they would play, their experience, qualifications and years of service with the company.

Use of Subcontractors

The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Indemnity, Licenses & Releases** in the **Terms and Conditions** section).

Service Approach

Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the Library's requirements as described in the Scope of Service. Include information about how the Library's staff will be trained to utilize the proposed solution and the timeline for solution implementation. This response should demonstrate an understanding of the Library's needs.

Cost/Charges

Submit a detailed breakdown of all costs and charges involved in completing the proposed scope of work. The cost breakdown should clearly list all charges associated with completing the desired Scope of Work. The Library relies on the Proposer to assure that all charges to complete the Scope of Work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library. An individual having full authority to submit the proposal and to execute any resulting contract for services ("authorized representative") must complete and submit the attached Proposal Cost/Charges Form (**Attachment C**) or submit a letter of transmittal that contains the same information and statements as indicated in the Proposal Cost/Charges Form.

Authorized Representative

Include the name, title and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

References

Submit information regarding three (3) comparable projects that the vendor has completed as the prime contractor within the last five (5) years. The projects shall indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Please provide contact information for each reference.

Terms and Conditions**Contract Term**

The term of this contract will begin upon actual date of award and run through the negotiated contract term.

Contract Components

This RFP, the successful Bidder's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected bid(s) and the Library.

Disclosure of Confidential Information

Proposer acknowledges that, in and as a result of the consulting hereunder, Contractor will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Contractor hereunder and to pay to Contractor the compensation referred to herein, Contractor covenants and agrees that Contractor shall not, at any time during or following the cessation of his engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Contractor. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements or correspondence, including copies thereof, relating to the business of the Library then in Contractor's possession or control, whether prepared by Contractor or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

Indemnity, Licenses & Releases

Contractor agrees to indemnify, defend, and hold harmless the Library, its representatives and customers from and against any and all suits, demands, liabilities,

claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of the Services under this Contract.

Contractor will obtain and pay for all permits and licenses required by law that are associated with the Contractor's performance of Services.

Waiver of Subrogation

For all coverages, Contractor's insurer shall waive subrogation rights against the Library and its insurers.

Termination

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. The Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; (2) Contractor's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws and Regulations

Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

Assignability

Neither this Contract nor any rights hereunder may be assigned by the Contractor without Library’s prior written consent.

Governing Law

It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance

Contractor shall purchase and maintain such insurance as will protect from the following: claims under Workers' Compensation laws, automobile liability, disability benefit laws or other similar employee benefit plans; claims or damages because of bodily injury, occupational sickness, disease or death of its employees; claims insured by usual personal injury liability coverage in amounts determined by applicable laws. All such insurance shall name the Library as an additional named insured and evidence of such insurance and renewals shall be provided to the Library.

Coverage Required	Limits per Occurrence
General Liability	\$1 million minimum coverage per occurrence and \$2 million aggregate, written on an occurrence basis.
Automobile Liability	\$1 million per occurrence, covering owned, hired and non-owned automobiles
Worker’s Compensation	Statutory

Contractor understands and agrees that the Library cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor’s employees related to the Contractor’s services under this Agreement. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the

insurance shall be provided by the Contractor to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Independent Contractor

It is specifically agreed by the parties that the relationship of Contractor to Library is that of an independent contractor and that Contractor is not an agent, partner, or employee of the Library. Contractor acknowledges that Contractor is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records.

Contractor shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Contractor's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Federal, State, and Local Taxes, Licenses, and Permits

The Contractor will comply with all laws and regulations on taxes, licenses, and permits.

Other Considerations

Disputes

Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Unauthorized Workers

Pursuant to State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized worker to perform work within the state of Missouri. Consultants shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri statutes and execute the notarized affidavit attached hereto as **Attachment B**, Affidavit of Work Authorization before the Agreement can be finalized.

Attachment A

PROPOSAL RESPONSE FORM

DATE _____

Bid of : _____, (herein after called Vendor), a Corporation/Partnership/an Individual doing business as

_____.

TO: The Kansas City Public Library (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for the Data Storage Backup System and having examined the Request for Proposal and Scope of Work with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Scope of Work, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

Submitted by authorized representative:

Firm

FEI/SSN

Signature

Typed Name & Title

Address

City, State, Zip Code

Telephone

Fax Number

Attachment C

Proposal Cost/Charges Form

Does the proposed solution meet the following criteria?:	Yes	No
Be compatible with vSphere 6.5 and all subsequent updates		
Be compatible with the Library's current NetApp and Synology storage devices.		
Be compatible with the Library's mixed network hardware environment of Meraki and Cisco.		
Be compatible with Veeam.		
Provide a minimum of 45TB off-premise storage.		
Allow for the chosen vendor working with another vendor who manages the library's backup service configuration and monitoring.		
Include data storage and replication.		
Include compute resources to maintain a functioning environment during a disaster event.		
Include training for three (3) Library technicians for the Library		
Include monthly reports to verify file level replication		
Include an annual DR exercise with minimal to no business disruption anticipated		
Include access to a real-time ticketing/issue tracking software that can be used by the library and by its Managed IT vendor to track support requests.		
Should allow for a similar logical network configuration as the Library in order to reduce configuration changes during a disaster event		
Ability for the Library to remotely configure and monitor assigned environments in the event of a disaster event.		

Please provide pricing for implementation costs, including all necessary hardware, installation, configuration, software and service costs, as well as any ongoing costs for software updates and service. **For its consideration, the Library desires pricing for both three (3) and five (5) year service support.**

The Library relies on the Proposer to assure that all charges to complete the Scope of Work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

The Library seeks proposals that afford the Library the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, the Library recognizes that there may be arrangements different from those requested in the RFP that would afford additional benefits to the Library while satisfying the applicable requirements of this RFP. Accordingly, you may submit clearly-identified

alternative proposals for consideration, which offer additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.