KANSAS CITY PUBLIC LIBRARY

Invitation to Bid – Storage Area Network (SAN) Services

November 7, 2022

Kansas City Public Library
14 West 10th Street
Kansas City, Missouri 64105

Bids will be accepted until:

11:00 a.m. (Local Time)
Wednesday, December 7, 2022
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INTRODUCTION
The Kansas City Public Library (the “Library”) invites qualified applicants to submit bids to provide SAN services to the Library.

SUBMISSION OF BID
Bids may be submitted by email, to be received no later than 11:00 a.m. (Local Time), Wednesday, December 7, 2022. All email correspondence should be marked “KCPL SAN Services”. Please note if you submit your bid by email, the Library must receive the email on December 7, 2022 no later than 11:00 a.m. (Local Time).

OFFICIAL CONTACT
*Responses to this ITB shall be emailed or delivered to:*

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

Any questions regarding this ITB should be directed to Jessica Addo (jessicaaddo@kclibrary.org) prior to 5 p.m. (Local Time) on Friday, November 18, 2022.

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

ITB Awards
The Library reserves the right to accept or reject any and all bids, 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 Bidder(s), whose bid (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 ITB at any time prior to the ITB due date by issuance of an Addendum or Cancellation to all Bidders 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/ITB website (currently: http://www.kclibrary.org/news-projects-rfps). Bidders should monitor the Library’s RFP/RFQ/ITB website for updates/information/addenda/cancellations. Verbal modifications to the ITB specifications shall not be binding upon the Library.

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

Method of Selection
Award will be made to the most responsive and responsible Bidder(s) offering the best value and most economical bid as defined by the Library. Price will be the primary criteria used to evaluate the bids. Per Library policy, a preference will be given to local vendors and minority/women business enterprises (M/WBE).

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

Bid Validity Period
Each bid shall be valid for a period of sixty (60) days from the bid due date.

Non-Collusion
Bidder(s) certify that this bid has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless
The Bidder(s) 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 Bidder’s failure to provide worker’s compensation coverage and liability.

Scope of Services
The Library is seeking proposals to scope three separate lines:
- One hardware device with our minimum specifications
- One hardware device with our preferred specifications
- One quote for service hours

While the Library will only buy one device, the Library is interested in considering the cost differential between our minimum and preferred specifications.

Vendors may submit a quote on the hardware, but not the services, and vice versa. However, all vendors need to state if the hardware purchase quoted price would also require bundling services in order to receive the hardware price quoted.

The requirements:

**Device 1 (minimum specs)**
Supports at least ~360TB total
24 bays w/ up to 15TB HDD support
Hardware RAID controller
Start with 12 – 15TB drives in RAID 10 for ~90TB. ~90TB available for expansion in open bays.
Hot-swappable drives
At least 64GB DDR4 RAM
Quad-Core processor
2 x 10GbE support
5-Year Minimum Warranty

**Device 2 (preferred specs)**
Supports at least ~720TB total
48 bays w/ up to 15TB HDD support
Hardware RAID controller
Start with 12 – 15TB drives in RAID 10 for ~90TB. ~270TB available for expansion in open bays.
**Hot-swappable drives**
At least 64GB DDR4 RAM
Quad-Core processor
2 x 10GbE support
5-Year Minimum Warranty

**Service hours**
The Library seeks installation assistance not to exceed 25 hours with an hourly or bundled hours rate quoted. The technician would be asked to assist with activities such as:
- OOB setup
  - Perform initial diagnosis check.
  - Configure storage architecture.
  - Create Volumes, Nodes, LUNs, Aggregates, Clusters, SVMs.
  - Configure network access.
  - Configure notifications.
- Configure advanced options.
  - Bringing SAN Volumes as Datastores into VMware
  - Migrating VMs to new SAN Volumes
  - Configuring Notification/Alerts

The Library is willing for this work to be done on-site or remotely, and it would be done with as many tasks as possible during 8am-4pm Monday – Friday; the cutover of our production environment may need to be done on a Monday – Thursday basis after 4. If the hourly rate depends on the time of day, the vendor should identify that in their service quote.

For all hardware and services, the Library would like to see pricing that is most advantageous to us. If the vendor can use pricing on NASPO, OMNIA, or purchasing contracts inside the State of Missouri, the Library will consider that pricing along with open market quotes.

Additionally, for hardware and service scheduling, the Library will be evaluating lead times and requests that vendors identify the lead time for the hardware they are scoping as if the hardware was ordered on the day they submit the Quote. Additionally, vendors should specify if we signed a contract on the day they submitted the quote how far out on the calendar their service/project teams are scheduling service projects. The Library will not hold our vendors to the projected timetable for the hardware lead time but wants the information for evaluation purposes.

A Live Optics scan is available to vendors upon request. The scan was completed in September 2022. Our requirements are based on the analysis of the scan and our projected growth.

We have no preference for hardware brands, vendors should present their best recommendation based on our specifications.

**Bid Content & Format**

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

**Bid Response Form**
An individual having full authority to submit the bid and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Bid Response Form (Attachment A) or submit a signed letter of transmittal that contains the same information and statements as indicated in the bid response form.

**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. If the company or
contractor is headquartered within the Kansas City metropolitan area, 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. The selected vendor will have been in operation for at least five years.

**Use of Subcontractors**
The selected Bidder shall be solely responsible for all services as required by the ITB. Subcontractors, if any, will be the responsibility of the Bidder and the role of subcontractors must be clearly identified in the bid. The use of a subcontractor(s) does not relieve the selected Bidder of liability under this contract (see **Indemnity, Licenses & Releases** in the **Terms and Conditions** section).

**Cost/Charges**
Submit a detailed breakdown of all costs and charges involved in completing the scope of bid. The cost breakdown should clearly list all charges associated with completing the Scope of Bid. The Library relies on the Bidder to assure that all charges to complete the Scope of Bid are submitted in the bid and that there are no hidden costs or charges that will be incurred by the Library. An individual having full authority to submit the bid and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Bid Cost/Charges Form (**Attachment B**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the Bid 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. 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 end upon completion of the project, or sixty days from the actual date of award, whichever occurs first. The contract period can be extended only upon mutual agreement in writing.

**Contract Components**
This ITB, 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

**Indemnity, Licenses & Releases**
Contractor agrees to indemnify, defend, and hold harmless 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.

**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.
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, at its own expense, for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work by the Contractor, its agents, representatives, or employees.

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1 million minimum coverage per occurrence and $2 million aggregate, written on an occurrence basis.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1 million per occurrence, covering owned, hired and non-owned automobiles</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>

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.

Insurance policies required of Contractor by the Agreement shall:
• Be issued by insurance companies licensed to do business in the state of Missouri with
general policyholder’s ratings of at least A and a financial rating of at least XI in the most
current Best’s Insurance Reports available on the date the Contractor obtains or renews
the insurance policies. If Best’s ratings are changed or discontinued, the parties shall
agree to an equivalent method of rating insurance companies;
• Name the Library as an additional insured as its interest may appear on the policy;
• Provide that the insurance not be cancelled or materially changed in the scope or
amount of coverage unless thirty (30) days’ advance notice is given to the Library;
• Be primary policies;
• Be permitted to be carried through a “blanket policy” or “umbrella” coverage;
• Have deductibles not greater than $1,000;
• Be written on an “occurrence” basis; and
• Be maintained during the entire Term and any extension Terms.

By the date of award and upon each renewal of its insurance policies, Contractor shall give such
certificates of insurance to the Library.

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.

Debarment and Suspension (E.O.s 12549 and 12689)
The Proposer certifies that neither it nor its principals are presently debarred, suspended,
proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
contract by any governmental debarment or agency. Vendor must notify the Customer within
30 days if debarred by any governmental entity during the Contract period.

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 ITB, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Illegal Aliens
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 alien 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 C, Affidavit of Work Authorization before the Agreement can be finalized.
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 Bidder, in compliance with your Invitation to Bid for SAN Services and having examined the Invitation to Bid and Scope of Bid 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 Bid, 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.

Bidder acknowledges receipt of the following addenda in the event subsequently issued.
______________________________________________________________________________
______________________________________________________________________________

Bidder agrees to provide paper as described in the Scope of Bid.

Submitted by authorized representative:

Firm: ________________________________________________
FEI/SSN: ___________________________________________

Signature: __________________________________________
Typed Name & Title: _________________________________

Address: __________________________________________
City, State, Zip Code: ________________________________

Telephone: _________________________________________
Fax Number: _______________________________________
Attachment B

Bid Cost/Charges Form

<table>
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<tr>
<th>Price for one hardware device with our minimum specifications</th>
<th>Price for one hardware device with our preferred specifications</th>
<th>Price for service hours</th>
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The Library relies on the Bidder to assure that all charges to complete the Scope of Bid are submitted in the bid and that there are no hidden costs or charges that will be incurred by the Library.
Attachment C

AFFIDAVIT OF WORK AUTHORIZATION

I. ______________________, of lawful age and being first duly sworn my oath, state as follows to the Kansas City Urban Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) ______________ (“Consultant/Contractor”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service ________________ (the “Project”) for the duration of the contract.

2. I also affirm that Consultant/Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Kansas City Urban Public Library District shall affirmatively state in writing in their contracts with Consultant/Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Consultant/Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

__________________________________________
(Signature)

Dated:____________________________________

STATE OF ______________)
COUNTY OF ____________)

ss.

Subscribed and sworn to before me this ____ day of ____________, 20__.  

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