KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

KANSAS CITY KANSAS PUBLIC LIBRARY

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

INVITATION FOR BIDS

NETWORK SWITCHES

IFB NO:	15-003	ISSUE DATE:	FEBRUARY 18, 2015

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **11:00 AM., March 18, 2015**, at which time bids received will be publicly opened and read, for providing 25 Network Switches for the Kansas City Kansas Public Library, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:
Wayne C. Correll, Purchasing Manager | (913) 279-2270 | e-Mail: wayne.correll@kckps.org

INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify manufacturer/model number/delivery days, and unit price on each item or bid may be determined to be non-responsive.

- Bids will only be accepted for those brands that have been pre-qualified by the District through a testing and evaluation procedure. Alternates and/or new products must be approved prior to the submission of your bid.
- If you desire to have your product considered for inclusion on the qualified products list for purchase by the District, it will be necessary for you to contact Wayne Correll by email at wayne.correll@kckps.org , for approval of the substitution.
- Pricing shall be FOB Kansas City, KS (freight and fuel expenses included).
- Award will be to one (1) vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies.

All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.

- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- The Kansas City Kansas Public Schools encourages participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE), and other disadvantaged certifications in the solicitations for projects, goods and services offered by the District. Participation of MBE/WBE and other disadvantaged businesses will not result in any scoring preference or advantage in the District's evaluation of the bid or proposal tendered by a supplier or contractor.

Reference Attachment A for further Bid Conditions and Instructions

IFB 14-063 – SPECIFICATIONS/REQUIREMENTS

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other make or model of comparably equipped device of the same class designation. Any substitute must be approved in advance by District.

EX3300-24P Juniper Switch 24 X 10/100/1000 4 X 10 Gigabit Ethernet / 1 Gigabit Ethernet SFP Desktop POE

Quantity Needed: 25

KEY FEATURES

- **DEVICE TYPE:** SWITCH - 24 PORTS - STACKABLE
- **ENCLOSURE TYPE:** DESKTOP - 1U
- **PORTS:** 24 X 10/100/1000 + 4 X 10 GIGABIT ETHERNET / 1 GIGABIT ETHERNET SFP+
- **POWER OVER ETHERNET (POE):** YES
- **CAPACITY:** VIRTUAL INTERFACES (VLANS) : 4096 - IGMP SNOOPING ENTRIES : 3000
- **MAC ADDRESS TABLE SIZE:** 16K ENTRIES
- **JUMBO FRAME SUPPORT:** 9216
- **MAX UNITS IN A STACK:** 6
- **ROUTING PROTOCOL:** RIP-1, RIP-2, STATIC IPV4 ROUTING
- **REMOTE MANAGEMENT PROTOCOL:** SNMP 1, RMON 1, RMON 2, RMON 3, RMON 9, TELNET, SNMP 3, SNMP 2C, HTTP, TFTP, SSH, SSH-2
- **ENCRYPTION ALGORITHM:** MD5, TLS, PEAP, TTLS
- **AUTHENTICATION METHOD:** RADIUS, TACACS+, SECURE SHELL V.2 (SSH2),
- **EXTENSIBLE AUTHENTICATION PROTOCOL:** (EAP)
- **FEATURES :** FLOW CONTROL, POWER OVER ETHERNET (POE), BOOTP SUPPORT, RARP SUPPORT, ARP SUPPORT, VLAN SUPPORT, AUTO-UPLINK (AUTO MDI/MDI-X), DOS ATTACK PREVENTION, DIFFSERV SUPPORT, STORE AND FORWARD, IPV6 SUPPORT, SNTP SUPPORT, SPANNING TREE PROTOCOL (STP) SUPPORT, RAPID SPANNING TREE PROTOCOL (RSTP) SUPPORT, VLAN STACKING, MULTIPLE SPANNING TREE PROTOCOL (MSTP) SUPPORT, DHCP SNOOPING, QUALITY OF SERVICE (QOS), DHCP SERVER, TEMPERATURE SENSOR, TIME DOMAIN REFLECTOMETRY (TDR), POE+, FRONT TO BACK AIRFLOW, PER-VLAN SPANNING TREE PLUS (PVST+), IPV4 SUPPORT, LLDP SUPPORT, LINK AGGREGATION CONTROL PROTOCOL (LACP)
- **COMPLIANT STANDARDS:** IEEE 802.3, IEEE 802.3U, IEEE 802.3Z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3AB, IEEE 802.1P, IEEE 802.3AF, IEEE 802.3X, IEEE 802.3AD (LACP), IEEE 802.1W, IEEE 802.1X, IEEE 802.1S, IEEE 802.1AB (LLDP), IEEE 802.3AT
- **PROCESSOR 1 X ARM:** 1 GHZ
- **RAM:** 1 GB
- **FLASH MEMORY: 1** GB
- **STATUS INDICATORS:** LCD DISPLAY

All items will be delivered to:

Kansas City Kansas Public Schools Storeroom
2116 N. 18th Street
Kansas City, KS 66104-4706

IFB 15-003 – BID FORM

By signing this bid form, the vendor certifies the forms being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item. The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Requirement	**Proposed Equipment**
Manufacturer:	
Model:	

Pricing	
Unit Cost	**$**
Total Cost (Qty: 25) *(Including Delivery FOB Destination)*	

LEAD TIME ARO From the date of receipt of order, what is the estimated lead time to delivery?	Days
MBE/WBE/Other Certification Is your firm certified MBE/WBE or Other? (Circle One)>>	Yes / No
If Certified MBE/WBE/Other, Please Identify Certification (example: "*MBE*")>>	

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE _____

TITLE: _____ FIRM: _____

PHONE: _____ EMAIL: _____

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:

a. The term "bid request" means a solicitation of a formal sealed bid.
b. The term "bid" means the price offered by the bidder.
c. The term "bidder" means the offeror or vendor.
d. The term "U.S.D. 500" means Unified School District No. 500.
e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500

3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Bid.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.

21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
    NO MUTUAL INDEMNIFICATION:
    K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.
    (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a District, or any officers or employees thereof acting on behalf of the board, provide that the District and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
    (b) The board of education of a District or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the District or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
    (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
    A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
        (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools/Kansas City Kansas Public Library. Any and all insurance must be on an occurrence basis.
        (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
        (3) The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
        (4) The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
        (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
        (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.
            For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
            (a) Best's Rating not less than A, and
            (b) Best's Financial Size Category not less than Class VII
        (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall have the right to cancel the contract.
    B. Worker's Compensation and Employer's Liability Insurance
        The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.
        Worker's Compensation Statutory
        Employer's Liability
            Bodily Injury by Accident.....$1,000,000 each accident

Bodily Injury by Disease .....$1,000,000 each employee
Bodily Injury by Disease .....$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

(1) Comprehensive Form
(2) Contractual Insurance
(3) Personal Injury
(4) Broad Form Property Damage
(5) Premises – Operations
(6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

(1) Comprehensive Form
(2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than $1,000,000.00, including coverage for theft or loss of KCKPS property.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

ADDENDUM NUMBER 1

BID NUMBER 15-003
LIBRARY SWITCHES (E-RATE)

Issued: March 3, 2015

PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
2010 N. 59th STREET
KANSAS CITY, KANSAS 66104
(913) 551-3200

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

1. Responses to Bidder Questions:

1	**Will you need any optics for this project? If so, can you elaborate on which optics you need?**
KCKPS	Optics are not needed for this project.
2	**Will you need annual support for these boxes?**
KCKPS	No.

2. No Other Changes: No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM _____