



Project Title: KSD Network Infrastructure-ERateHardware (2021)

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**Invitation to Bid:** The Kirkwood School District invites sealed bids in accordance with the provisions, specifications and bidding instructions set forth in this Request for Proposal. Bids must be received by March 3, 2021 submission deadline.

Summary of Key Dates:

February 24, 2021 - Question period ends at 4:00 p.m. CST.

March 3, 2021 - Sealed proposals due before 1:00 p.m. CST.

March 15, 2021 - Recommendation of selected vendor to the Board of Education

## DESCRIPTION

Through this proposal, Kirkwood School District is seeking to upgrade the current network infrastructure, including switches and wireless access points at school locations.

The District is seeking to obtain proposals from qualified and experienced persons, organizations, or companies to provide the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs.

## GENERAL INFORMATION

1. Companies are strongly encouraged to read the entire Request for Proposal (RFP).
2. The purpose of this RFP is to establish the requirements for the requested services, and to solicit Proposals from firms (hereafter "Company") for providing such services. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
3. It is the Company's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening.
4. The District is not responsible for lateness or non-delivery to the District. The time and date recorded by the District shall be the official time of receipt. ***Late bids will not be considered.***
5. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding Companies for any expenses incurred in preparing proposals in response to this request.
6. The District reserves the right to decline any or all proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss, or damage incurred or suffered by the Company as a result of such withdrawal.
7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information herein is contained solely as a guideline for proposers.
8. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of the omission, error, lack of clarity, or noncompliance by the Company with specifications, instructions, and all conditions of bidding shall be construed in the favor of the District.
9. The Company is responsible for its own verification of all information provided. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
10. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District.
11. **Any requests for clarification of additional information deemed necessary by any respondent to present a bid shall be submitted in writing by email to [alison.toth@kirkwoodschoools.org](mailto:alison.toth@kirkwoodschoools.org).** Any questions received after the stated deadline will not be considered.
12. Any information given to one prospective bidder will be furnished to all prospective bidders as a Proposal addendum if such information is necessary to bidders in submitting their proposals or if the lack of such information would be prejudicial to an uninformed bidder. Companies are responsible to check for addendums to this RFP.
13. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
14. The successful Company will be responsible for the safe delivery of all hardware. If deliveries prove to be unsatisfactory, or other problems arise, the District reserves the right to withdraw the award to the successful Company.
15. All Proposals shall be deemed final, conclusive, and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.

16. The District may accept one part, aspect, or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the proposal must be taken as a whole.
17. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
18. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
19. The District reserves the right to negotiate final Agreement terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
20. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
21. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
22. The District reserves the right to terminate this contract within 30 days' written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
23. Any and all bids are to be in accordance with the State of Missouri bids for public entities.
24. Used or refurbished equipment of any kind shall not be used. Upon request, the Company shall provide the name and contact information of suppliers for verification purposes
25. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the Districts' obligations under the agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the agreement by providing written notice to the Company and the District will thereby be relieved from all further obligations under the agreement.
26. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Vendor; liquidation or dissolution of successful Vendor; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Vendor; assignment by successful Vendor for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Vendor.
27. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Bids, the District reserves the right to negotiate and accept any other submitted Bids.
28. The District will give preference to Companies located within a 50 mile radius of the District to ensure support and warranty of work.

## **E-RATE**

This proposal request is for services to be subsidized under the Universal Services E-Rate Program for Schools and Libraries. The Company must be registered as a service provider with the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC), have a Service Provider Identification Number (SPIN) and comply with all SLD service provider requirements, including providing invoices to the Schools and Library Division in order for the school system to receive appropriate discounts. No purchase order will be issued, no installation will occur, and no services will be provided until submission of the form 471. Kirkwood School District shall be the sole party determining whether any approved E-Rate funding is required for the applicant to proceed.

## VENDOR QUALIFICATIONS

In order to submit a proposal, the vendor must meet the following qualifications:

- Be able to supply all products and services.
- By submitting a Proposal, the Vendor certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri.
- Provide a minimum of three client references for projects of similar size and complexity, preferably in the Missouri K-12 setting. Reference information must include company name/project, contact name, address and telephone number.

## MISSOURI WAGE AND LABOR STANDARDS

Prevailing wage laws apply to all work where applicable.

## RFP AND COMPETITIVE BIDDING PROCEDURES

*All bids will be opened at 1 p.m. on March 3, 2021 at the Kirkwood School District Administrative Services Center, 11289 Manchester Road, 63122.*

### SEALED PROPOSAL

#### **KSD Network Infrastructure Upgrade-ERate Hardware (2021)**

1. The Company must submit two (2) original copies and one (1) electronic copy of the Proposal in sealed envelopes plainly marked with the name “**KSD Network Infrastructure Upgrade-Hardware (2021). Courier delivery is suggested (FedEx, UPS, etc.) to ensure timeliness.**

Bids shall be delivered prior to 1:00 p.m. CST on March 3, 2021, to:

Kirkwood School District Administrative Services Center, 11289 Manchester Road, Kirkwood, MO 63122, marked as described above.

2. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company. Alternate bids must be in addition to a submitted base bid.

3. Kirkwood School District reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items proposed if deemed in the best interest of the District.

4. Kirkwood School District is exempt from all local, state, and federal taxes.

5. Successful bidder must complete an E-Verify Form W-9 form (Taxpayer Identification No.).

6. Oral, telephone, FAX, or E-Mail Proposals will not be considered.

## PROPOSAL EVALUATION AND AWARD

Kirkwood School District reserves the right to reject any or all proposals and select the proposal that offers the best overall benefit to the school system. Along with price, special consideration will be given to the proposal of components/services that we believe offer the highest quality and usability with regard to the current infrastructure, future growth, and RFP specifications. Price is the primary consideration, but not the only consideration per FCC rules for evaluating RFP's for E-Rate.

### Evaluation

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to allow for easy reference. The Company must submit two (2) original copies and one (1) electronic copy (flash drive).

2. Elaborate and expensive copy is not required. Neat, legible and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included on an optional basis, but may not be substituted for the information requested herein.

3. The Proposal shall include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The **Letter of Transmittal** must be signed by an authorized individual able to bind the Company to all items in the Proposal, including products, services, prices, etc. contained in the Proposal.

4. The Proposal shall include an **Executive Summary** that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the **Executive Summary**.
5. The company shall, in its response to this RFP:
  - a. Provide proof that the Company has at least three (3) years of successful experience and is licensed to provide services in the State of Missouri.
  - b. Give the address of the specific office which will have responsibility for performing the work contemplated by this RFP.
  - c. Through brief narrative discussion, show reason why the Company believes it is especially qualified to undertake this project. Discuss any unique qualifications that the Company possesses which would be of benefit to the District in the execution of this project.
6. The Company shall complete Attachment 1, "**Company Identification Form**" which includes potential conflict of interest statement.
7. The Company shall complete Attachment 2, "**References and Experience**", including a listing of all Missouri school districts for which the Company currently provides services. The references should include work with at least one district of similar size and scope to the District. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from Company in the past five years due to poor performance or non-performance.
8. The Company shall complete Attachment 3, "**Vendor Information Questionnaire**".
9. The company must respond with fee proposal per the specific format on the attached Cost Proposal
10. Proposals will be evaluated by the District and designated staff. The following factors will be considered when evaluating the responses:
  - a. Price of goods and services
  - b. Ease of implementation of proposed solution
  - c. Client references and/or citations from prior projects of similar size and complexity
  - d. Proposal preparation, thoroughness, and responsiveness to RFP
  - e. Prior positive experience with vendor

#### **Award**

1. The selection of the successful Company will be made after a thorough evaluation of the proposals submitted.
2. The contract will be awarded to the Company whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Company, cost and other factors. The award will be subject to approval by the Board of Education.
3. The District reserves the right to require the Company to demonstrate any hardware or software offered in their Proposal.
4. The District shall not be obligated to explain the results of the evaluation process to any Company.
5. No verbal agreement or conversation with any officer, agent, or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.

## **SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS**

Kirkwood School District is accepting bids to upgrade the existing network infrastructure. Proposals should include:

1. Delivery, installation, setup, implementation and technical training about all equipment included in the proposal.
2. Length and terms of parts & labor warranty.

## **CURRENT EQUIPMENT**

The District intends to repurpose all existing WAN 10GB LR SFP+ modules and all existing LAN SR SFP+ modules. All proposed equipment must be compatible with these modules.

## **SPECIFICATIONS**

The proposed bid must include model indicated or equivalent equipment; see ERate Form 470 for equipment listing. All proposed solutions must meet the following specifications:

- All switches must be PoE+
- All switches must be logically stacked
- All warranty information must be clearly written
- Successful bidder will meet with District personnel to discuss planning/dates of installation/configuration
- Successful bidder will be expected to provide service for a specified amount of time after installation to ensure all installations, configurations, etc. are working to the expectations of the District
- All bids must have minimum 3 year service/support from manufacturer included
- All bids must have true lifetime warranty from the original owner
- All switches must be expandable to accommodate 40 GB fiber connections
- All core switches must be chassis based and support redundant power and expandability to 40 GB connections
- Pricing must include any yearly maintenance agreements for licenses or software, if applicable

### **Installation**

- Switch hardware must be a turnkey solution. Configure switching infrastructure to meet specifications of the District, including, but not limited to, specific VLANs, port configuration, etc.
- Successful bidder will be responsible for removing old switches from racks and installing new switches in existing racks to specific placement as determined by the District. Each switch is to be physically labelled with name and IP address.
- Bidder will be responsible to adjust patch panels on racks as needed per District to allow for new switch configuration
- Bidder shall provide complete documentation of the installation, including configuration logs, network diagram in electronic format, and other items requested by the District for full knowledge transfer.

### **Licenses & Support**

Please provide warranty information for all products bid.

### **PARTS**

All parts and components supplied by the Company in the process of maintaining and servicing the new equipment for the duration of the resulting contract shall be new from the manufacturer and unused.

The Company shall have in place an inventory and delivery system of parts in quantities sufficient to serve the requirements of the contract.

### **TECHNICAL MAINTENANCE SUPPORT**

The Company shall have sufficient management and qualified manufacturer trained and vendor certified technicians to service the system supplied under the contract. The Company shall have a sufficient number of technicians to serve and support the system under the contract.

## **TECHNICAL SUPPORT**

The Proposal shall include an outline of support services to be offered, including establishing direct lines of communication between the District technical staff and the manufacturer(s) of the equipment offered.

## **RESPONSIBILITIES AND DUTIES OF THE COMPANY**

1. The Company shall be responsible for all material(s) shipped prior to and during installation until the District gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the District is the responsibility of the Company.
2. The Company shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing delivery, assembly, plus inspection before and after installation of items specified herein.
3. The Company shall, at all times, keep the premises and the areas in which the work is performed, free from accumulation of waste materials or rubbish. All tools, installation equipment, machinery, and surplus materials used during the progress of the work will be kept in orderly fashion until completion of the project. The Company shall remove from the premises all crates, wrappings, and other flammable waste materials or trash from the building. If the premises are not maintained properly, the District may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Company as deemed appropriate by District.
4. The Company shall show proof of ability to provide qualified trained sales/service personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. The Company must also have access to manufacturer's technical resources for problems that are beyond the ability of the Company's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the District.
5. It will be the responsibility of the Company to notify the District when any hardware/software provided in response to this RFP is discontinued by the manufacturer and becomes unavailable. Any discontinued hardware/software that is in use and operational will not be replaced until it is no longer serviceable. At that time, the District's authorized representative must approve the replacement hardware/software being offered by the Company. Such approval is contingent upon the replacement hardware/software being of equal or greater technology and offering the same or better features than the discontinued model.

## **MISCELLANEOUS**

1. The District will reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.
2. The Company must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the District deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.
3. Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, software, and related services identified in this RFP whether or not the equipment, products, and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.
4. The successful Company must carry sufficient workers' compensation insurance in a company, or companies, licensed to do business in Missouri, and furnish certificates evidencing said insurance as may be required by the District.

The Proposal shall include evidence that the Company is covered by Commercial General Liability Insurance throughout the term of the Contract. Each Company must show proof with the submission of its Proposal that upon the award of a contract, it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or sub-consultants.

5. The Company shall represent and warrant in the Proposal that the proposed system conforms to the RFP requirements and the Company's written specifications, and that it shall be free from defects in materials and workmanship for a minimum period of one year after acceptance of the system.

The Company shall represent and warrant that the proposed system shall function according to published manufacturer specifications on the acceptance date for such system, and that the Company shall modify, adjust, repair and/or replace said system as the District deems necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

6. The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:
  - a. The costs proposed have been arrived at independently, without consultant, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
  - b. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
  - c. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purposed of restricting competition.
7. All system products (hardware, operating system, etc.) offered to the District in the Proposal must be currently manufactured and available for general sales, lease, or licenses on the date the Proposal is submitted. All system products offered must be both forward and backward compatible with the technology environment described above.
8. During and after the installation of the products and system, the District and its authorized representatives shall be allowed access to inspect all Company materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any sub-contractors who may be engaged by the Company.
9. Payment for labor will be issued monthly based on percent completion of work. A ten percent retainer based on the total project amount will be held until the District signs off on project completion.
10. School buildings may be occupied and in use by District personnel, faculty and students during the installation process. The Company shall coordinate with the District's Director of Technology Services to assure that the Contractor's work does disrupt class activity, including but not limited to, network outages. Company acknowledges that this may require work to be performed before or after normal school hours. All District policies must be followed by the Company while on school premises. Any shift premium must be indicated in the Company's bid response.

**Attachment 1: Company Identification Form**

Designate one individual as the Company’s representative of the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this **Company Identification Form**, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees or agents.

Company Name

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Representative’s Name

Title

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Address

City/State/Zip

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Telephone #

Fax #E-mail Address

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The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals.

\_\_\_\_\_  
**Company Representative Signature**

\_\_\_\_\_  
**Date**

**Attachment 2: References and Experience**

Each Company must submit a minimum of three (3) references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company’s officers, directors, shareholders or partners.

**List as primary references any contracts currently in force with public school districts; include contacts and telephone numbers for each reference.**

1) Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

2) Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

3) Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

4) Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

5) Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Name and Title of Contact: \_\_\_\_\_  
Phone Number of Contact: \_\_\_\_\_  
Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**References and Experience (continued)**

All Contracts terminated for default within the last five (5) years should be noted below. Terminations for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may, at its sole discretion, reject the Company's Proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

**TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS**

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			

**VENDOR INFORMATION QUESTIONNAIRE**

Please provide answers that are complete, but brief as possible.

**1. General Information**

How many years has your organization been providing services for the solutions proposed in the District's RFP?

How many customers are presently using the proposed solution?

Does your organization maintain a local service office in our vicinity? If so, indicate location.

Does your organization produce, implement and support all of the components of the proposed solution including hardware and software?

Please show the approximate number of employees your organization has in each of the following areas: service, customer support, engineering and training.

**2. Implementation**

Describe the implementation services that you will provide for the proposed solutions.

Please describe the implementation team that would be assigned to our account.

What is your implementation methodology?

**Attachment 3: Vendor Information Questionnaire**