



City of Overland Park, Kansas

Request for Bids

For the purchase of
Extreme Networks Data Center Core Switches

Bids Due by: 2:00 p.m. CST on Tuesday, February 13th, 2024

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**SECTION A
GENERAL INFORMATION**

- A1.** The City of Overland Park, Kansas, is requesting bids for the purchase of Extreme Networks Data Center Core Switches.
- A2.** Specifications for the Extreme Networks Data Center Core Switches to be purchased are included in this Request for Bids. All inquiries and clarifications concerning this Request for Bids should be directed to:

Randy Oehrle
Information Technology Department
City of Overland Park
8500 Antioch Road
Overland Park, Kansas 66212
randy.oehrle@opkansas.org

- A3. Addenda:** Any changes, additions, modifications and/or clarifications of substance to this RFB will be issued by City Staff in the form of written addenda. All addenda will be provided to bidders via [QuestCDN](#), **Project Number 8942481**. Verbal responses and/or representations shall not be binding on the City. **All addenda issued by the City regarding this RFB shall be signed by the bidder and attached to the vendor's bid submitted to the City.**
- A4.** Any clarifications made in response to questions received which could affect a Vendor's response to this RFB will be provided to bidders via QuestCDN, **Project Number 8942481**. The deadline for Vendor questions is 12:00 pm CST on **February 6, 2024**. All clarifications will be posted by 5:00 p.m. CST on **February 8, 2024** at the QuestCDN website as well as the City's website. Only non-proprietary and global questions can be addressed.
- A5.** Bids will be received by the City online via QuestCDN until **2:00 p.m. CST on February 13, 2024**. At that time all bids will be publicly opened and read aloud in the Council Chamber, City Hall. Any bid received after the designated closing time will not be accepted. For assistance with QuestCDN membership registration, downloading, electronic bidding and working with digital documents, please contact QuestCDN at 1-952-233-1632 or info@questcdn.com. **Reference QuestCDN Project Number: 8942481.**

Electronic bids that are not submitted via Quest CDN by the identified time **will not be accepted**. The City is not responsible for any technical errors that may delay individual submission.

- A6.** The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Further, the City may request clarification on any bid submitted if warranted. No submitted bid may be withdrawn for a period of thirty (30) days from the date set for the opening thereof.

- A7. Definitions:** The following terms are used in this Request for Bids.
- a. City:** The City of Overland Park, Kansas.
 - b. Bid:** The response to the Request for Bids from Vendor.
 - c. RFB:** This Request for Bids document for the purchase of Extreme Networks Data Center Core Switches.
 - d. Vendor or Bidder:** A company that submits a Bid in response to this RFB.
- A8. Specifications/Quantities:** No equals or substitutions accepted.
- A9. Kansas Open Records Act:** The City is a Kansas municipality governed by the Kansas Open Records Act (the "KORA"). By providing a Proposal, the Vendor acknowledges that its Proposal, once opened, is presumed to be an open record under the KORA. If the Vendor submits information that it believes to be subject to an exemption to disclosure under the KORA, the Vendor must reference the particular exception from mandatory disclosure outlined in the KORA. The words "Confidential" and/or "Proprietary" and similar are not sufficient.

**SECTION B
BID REQUIREMENTS**

- B1. Requirements for a Bid:** Each Bid submitted must include the following:
- a. Bid Sheets:** Each Bid must include the completed Bid Sheets in Section D. The Bid Sheets are a minimum data requirement. Vendors can supply additional information if desired. The Bid Sheets can be found on pages 12 - 16 of this bid document.
 - b. Remanufactured/Recertified and/or Used Equipment:** The City will accept Bids for **NEW** equipment only.
 - c. Bid Exceptions:** Exceptions that a Vendor might have to any of the requirements found in this RFB must be fully explained in the Vendor's Bid on the Bid Sheet under the "Bid Exceptions" heading.
 - d. Equal Opportunity Employer:** For all bids in excess of \$50,000, Vendor must provide identification as an Equal Opportunity Employer.
 - e. Addenda:** Any addenda issued by the City regarding this RFB shall be signed by the bidder and attached to the vendor's bid submitted to the City.
- B2. Agreement to Specifications:** By submitting a Bid, Vendor agrees to the specifications presented in this RFB except as noted in Vendor's Bid Exceptions. The contract between the City and the selected Vendor is to include and fully incorporate this RFB and the selected Vendor's response.
- B3. Authorized Reseller:** Vendor shall certify that it is an Original Equipment Manufacturer ("OEM") Authorized Partner of Extreme Networks as of the date of the submission of their offer, and that it has the certification/specialization level required by the OEM to support both the product sale and product pricing, in accordance with the applicable OEM certification/specialization requirements. Unless otherwise specified, Vendor shall warrant that the products are new and in their original box. The Vendor confirms to have sourced all OEM products submitted in this offer from the OEM or through the OEM's Authorized Channels only, in accordance with all applicable laws and current OEM's applicable policies, at the time of purchase. Where applicable, Vendor shall provide Buyer with a copy of the End User license agreement, and shall warrant that all OEM software is licensed originally to Buyer as the original licensee authorized to use the OEM Software.
- B4. Proof of Insurance:** The successful Vendor shall provide proof of insurance in the form, coverage, and amounts specified in Section C as a precondition to contract execution.
- B5. Contract Language:** The successful Vendor shall agree to the contract terms specified in Section C as a precondition to contract execution.
- B6. Tax Exempt:** The City is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision, and Bids should be based accordingly.

B7. Delivery Charges: Each Bid amount must include all delivery charges to have all equipment delivered to the Information Technology Department at the following address:

***The City of Overland Park
Information Technology Department
8500 Antioch Road
Overland Park, KS 66212***

B8. References: The successful Vendor shall agree to provide two (2) references for organizations that have purchased similar equipment from the Vendor as asked for in this RFB within the past twelve (12) months.

B9. Evaluation Criteria: The following criteria will be used to evaluate each Bid received:

- a. Cost - The cost to the City for the specified components.
- b. Responsiveness - The degree to which each Vendor meets or exceeds the specifications articulated in this RFB.
- c. Delivery time – The time required to obtain the necessary equipment.
- d. References - The City will contact references provided by the successful Vendor.
- e. Exceptions - The City will consider any Bid Exceptions in evaluating Bids.

SECTION C - CONTRACT LANGUAGE

THIS AGREEMENT is made and entered into this _____ day of 2023, by and between the City of Overland Park, Kansas, hereinafter referred to as “City,” and _____, hereinafter referred to as “Contractor.”

SECTION I - SCOPE AND ORDER OF PRECEDENCE

Contractor shall provide to the City fully functional licenses and hardware, to the City’s full satisfaction and in compliance with the Request for Bid issued by the City on _____, 20__ (the “RFB”), attached hereto and incorporated by reference herein as Exhibit A; the Contractor’s response dated _____, 20__ (the “RFB Response”), attached hereto and incorporated by reference as Exhibit B.

If there is a conflict among this Agreement and any of the Exhibits referenced above, the following order of precedence shall apply:

1. This Agreement, excluding exhibits
2. The RFB (Exhibit A)
3. The RFB Response (Exhibit B)

SECTION II - COMPENSATION

The City agrees to pay Contractor for the hardware detailed in the RFB Response attached hereto and incorporated by reference in Exhibit B. The total “not to exceed” shall be \$_____.

SECTION III - AGREEMENT TERM

The term of this Agreement shall commence on the date above first written and shall continue in force until the ___ day of _____, 202__, which is when Contractor’s obligation to provide maintenance services expires (the “Initial Term”). Thereupon, the Agreement will renew automatically for an additional term of Two (2) year(s) (the “Renewal Term”) unless either party gives written notice of intent to not renew thirty (30) days prior to the date the term expires. Collectively, Initial Term and Renewal Term shall be referred to as the “Term.”

Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement in whole or in part, with or without cause, at any time, subject to written notice to Contractor.

SECTION IV - TERMINATION

The City may terminate this Agreement at any time at its convenience by giving the Contractor written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by the Contractor. Any termination shall not relieve the City of its obligations to pay Contractor for functional hardware or software received or services satisfactorily performed through the effective date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

Either party may immediately terminate this Agreement due to breach of this Agreement by the other party upon notice of such breach to the breaching party.

SECTION V - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

SECTION VI - ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

SECTION VII - HOLD HARMLESS/INDEMNIFICATION

Definition: For purposes of indemnification requirements, the term "Loss" shall mean any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand, claim or injury whatsoever in nature, including but not limited to data breach notification and remediation costs, death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

For purposes of this Agreement, the Contractor hereby agrees to indemnify, defend and hold harmless the City, its agents and/or employees from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its affiliates, subsidiaries, employees, agents and subcontractors/assignees, subprocessors and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Contractor, its affiliates, subsidiaries, or assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its affiliates, subsidiaries, or assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In the event of any proceeding (suit, claim, or action) against City arising from allegations that the hardware, software, or services, or part thereof, furnished by Contractor (hereinafter "Product") infringes on a U.S. patent, copyright, trade secret, intellectual property, or other proprietary right of any third-party, Contractor will, if such a proceeding does not result from modifications to the Product made by City use of any Product in combination with other products not furnished by Contractor, defend City's right, title, or interest in the Product, at Contractor's expense, provided City promptly notifies Contractor in writing of the allegation. Contractor shall make such defense by counsel of its own choosing, and City shall cooperate with said counsel.

In the event any Product furnished hereunder is, in Contractor’s opinion, likely to or does become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary right of a third-party, Contractor may at its option and expense, procure for City the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.

These indemnity provisions shall not preclude the City from pursuing any other remedies available at law. No limitation of liability provision in this Agreement or any exhibits to this Agreement shall apply to the obligations contained in this Section “Hold Harmless/Indemnification”. The City shall have no obligation to defend, indemnify or hold harmless Contractor or any third parties pursuant to this Agreement.

SECTION VIII – DISPUTE RESOLUTION

The City and Contractor agree that the implementation of this Agreement will be enhanced by the timely resolution of any dispute between them. Therefore, each party agrees to cause any dispute or disagreement between them, whether with respect to the interpretation of this Agreement or with respect to the performance of either party under this Agreement, to be considered, negotiated in good faith and resolved as soon as possible in accordance with the following dispute resolution process. The dispute resolution process will require that the following steps be completed within a reasonable time.

Each party will appoint a representative who will be made available for conference calls and meetings with the other party’s representative for this dispute resolution process. If the dispute resolution process fails to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City’s express written consent.

Neither party shall be compensated for any time or expense related to the dispute resolution process. Neither party may disclose the existence or results of the dispute resolution process hereunder without the prior written consent signed by a chief counsel of each party. This prohibition shall not apply to disclosures to counsel, made in documents filed with a court, or required by law. Notwithstanding any dispute, Contractor shall continue to allow the City access to its data as if no dispute existed.

SECTION IX - INSURANCE REQUIREMENTS

Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. All insurance procured for this Agreement by the Contractor shall be primary and noncontributory. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City and shall name the City as an additional insured on the general liability and automobile liability. The City shall be notified by receipt of written notice at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate. Any claims-made policy forms must be maintained for a minimum of 2-years after the end of this Agreement. No limitation of liability provision in this Agreement or any exhibits to this Agreement shall apply to the obligations contained in this Section “Insurance Requirements”.

A. General Liability.

| | |
|--|-------------|
| General Aggregate: | \$1,000,000 |
| Products Completed Operations Aggregate: | \$1,000,000 |
| Personal & Advertising Injury: | \$500,000 |
| Each Occurrence: | \$500,000 |

B. Automobile Liability. Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. Contractor agrees to only use vehicles properly insured under this Agreement in the performance of the services.

C. Worker's Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:

Statutory

Employer's Liability:

| | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

D. Professional Liability. Contractor shall maintain throughout the duration of this Agreement plus a minimum of three additional years, Professional Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) and shall provide the City with certification thereof.

E. Cyber Liability. Contractor shall maintain throughout the duration of this Agreement plus a minimum of three additional years, Cyber Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) and shall provide the City with certification thereof. Such Cyber Liability Insurance shall include privacy notification, which shall be evidenced on the certification.

Five Million Dollars (\$5,000,000) Per Loss Including:

- o Information Security & Privacy Liability
- o Privacy Breach Response and Notification

F. Industry Ratings. The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Kansas;
 2. Carries a Best's policyholder rating of A- or better; and
 3. Carries at least a Class VIII financial rating;
- OR
4. Is a company mutually agreed upon by the City and Contractor

G. Subcontractors and Subprocessors Insurance.

If a part of the Agreement is to be sublet or utilize a third party subprocessor, the Contractor shall either:

1. Cover all subcontractors and subprocessors in its insurance policies if allowed to by Contractor's insurance carrier, or
2. Require each subcontractor and subprocessor not so covered to secure insurance which will protect subcontractor and subprocessor against all applicable hazards or risks of loss as and in the minimum amounts designated.

3. Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses whatsoever in nature, including attorney's fees, including but not limited to claims for bodily injury, physical property damage and/or death that arises out of a subcontractor's, or a subprocessor's, or either of their agents, servants, and/or employees,' negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors and subprocessors.

SECTION X – NON-DISCRIMINATION AND OTHER LAWS

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The provisions of this section shall not apply if:
 - a. Contractor employs fewer than four employees during the term of such contract; or
 - b. If Contractor contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
6. Pursuant to K.S.A. Sec. 44-1031, this Section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

C. Contractor shall observe Chapter 8.10 of the Overland Park Municipal Code, entitled "Civil Rights". Contractor shall not discriminate on the basis of sexual orientation or gender identity or

expression. Discrimination by contractor in violation of this sub-section shall be grounds for the City to terminate the Agreement without penalty.

SECTION XI – CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XII – GENERAL PROVISIONS

The following are general provisions applicable to this Agreement:

- A. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Any litigation arising from this Agreement or the obligations set forth herein shall have proper venue in the state courts of Johnson County, Kansas.
- B. **Assignment.** Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.
- C. **Contingent Fees Prohibited.** Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. **Independent Contractor.** Contractor is an independent contractor, and as such, neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.
- E. **Notice.** Any notice required under this Agreement shall be sent to: City of Overland Park, ATTN: Law Department, 8500 Santa Fe Dr., Overland Park, KS 66212.
- F. **Subcontractors/Subprocessor.** Contractor shall not subcontract any of the work or services required by this Agreement, or utilize a subprocessor to complete the services set forth herein, without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and subprocessors and of persons either directly or indirectly employed by said subcontractors and subprocessors, as Contractor is for the acts and omissions of the persons it directly employs.
- G. **Severability/Non-waiver.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition.

H. **Kansas Open Records Act.** Contractor acknowledges that the City is subject to K.S.A 45-215, *et seq*, the Kansas Open Records Act (KORA), and that any duty of confidentiality or disclosure shall be subject to the City's obligations under KORA or any other provision of law.

I. **Shipping.** All products shipped to City from Contractor shall be FOB City's delivery address, with risk of loss passing to the City upon delivery to City's designated address.

J. **Survivability.** The hold harmless, indemnification, and defense obligations set forth in this Agreement shall survive any termination or expiration of this Agreement. Further, regarding City Data held by Contractor, any duties for confidentiality, security or safeguarding City Data shall survive the termination or expiration of this Agreement to the extent Contractor still holds City Data.

K. **Click-Wrap Disclaimer.** The Parties acknowledge that each City user may be required to click "Accept" as a condition of access to the Contractor's services or website, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for the City and any user accessing Contractor's services or website as an agent for the City. Any 'terms of use' or 'privacy policy' or 'acceptable use policy' or any other policy referenced therein, terms or policy referenced by online links in this Agreement, or terms or policy conditioned for use of the services or website shall only apply to the extent such terms or policies exist as of the Effective Date, shall not be subject to change by the Contractor, and shall be subordinate to the substantive provisions of the Agreement.

L. **Security Certification.** Contractor shall obtain and maintain ISO 27001 and/or 27002 certification and appropriate SOC 2 Type 2 audits during the term of this Agreement Upon request by city, Contractor shall also provide City annually a copy of its most recent/up-to date ISO certifications and SOC-2 statement.

City will utilize a commercially available security scoring solution to regularly evaluate the externally accessible security posture of Contractor. If the security evaluation solution identifies Contractor's security has reduced to an unacceptable level, then City will notify Contractor immediately. Contractor will have 30 days to review and resolve the security issue, or identify compensating controls that have been implemented.

M. **Notification of cybersecurity incident.** Contractor shall upon becoming aware of the happening of a cybersecurity incident affecting its systems (including but not limited to hardware, software and/or client data), or upon reasonable belief such incident has occurred, immediately notify the City of such incident. *As used herein the term "cybersecurity incident" means, any security incident relating to Contractor's systems, networks and/or programs that results in or is likely to result in (1) financial loss or (2) demonstrable harm to public confidence or public health and safety, or (3) an incident that constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

N. **Data Security.**

1. If applicable, Contractor shall allow City to conduct background checks on those Contractor employees providing Services as part of this Agreement if such employees will: 1) be unsupervised on-site in IT or Police Department areas, 2) access Criminal Justice Information System (CJIS) data (remotely or on-site) or 3) access Police Department data (remotely or on-site).

2. If remote access into the system is required, Contractor shall utilize the City's secure privileged access management system.

3. Contractor shall at all times during the Term provide and maintain up-to-date security with respect to Contractor's networks, software and facilities to prevent unauthorized access or "hacking" of City's network or data. Contractor shall provide security for its networks and all internet connections consistent with recognized best practices. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls" or similar barriers) and password protected access to the City's network or data. In the event of any reasonably suspected disclosure or loss of, inability to account for, or unauthorized access to any City data of the disclosing Party, the receiving Party shall (a) notify the disclosing Party promptly upon becoming aware thereof, and (b) take any actions reasonably requested by, and provide all reasonable cooperation with, the disclosing Party to minimize the disclosure or loss and mitigate any damage associated with such disclosure or loss.

4. Any information or data provided by the City to the Contractor is deemed the City's confidential information. Contractor shall not disclose City's confidential information to a third party without the City's express written consent. The City owns all of its data stored in the Contractor's database ("City Data"). Contractor agrees to, and agrees to cause its representatives to, use City Data solely in connection with its provision of services to the City and to protect such using the same degree of care it uses for its own similar information, but not less than a reasonable degree of care, to prevent unauthorized use or disclosure of such City Data.

The remainder of this page has intentionally been left blank.

**SECTION D
BID SHEET**

(This form to be included with Bid)

D1. Vendor Contact

| | |
|--------------------------|--|
| Vendor Name: | |
| Contact Name: | |
| Title: | |
| Street Address: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

D2. Vendor Signature

I have reviewed all of the general information and specifications in the RFB, have contacted the City regarding any needed clarifications, and submit this Bid with a full understanding of the specifications.

Vendor price shall include ALL shipping and other charges for delivery to the City. Bids shall not include sales tax/use tax for the State of Kansas. THE CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ADDITIONAL CHARGES OR COSTS THAT ARE NOT STATED IN YOUR BID.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFB. Vendor shall clearly identify and explain any exceptions to the City's specifications and Bid requirements in a separate "Bid Exceptions" heading.

| | |
|-------------------|--|
| Name: | |
| Title: | |
| Signature: | |
| Date: | |
| Phone: | |

BID SHEET (continued)

(This form to be included with Bid)

D3. Extreme Networks Data Center Core Switches

| # | Description | Part Number | Qty | Unit Cost | Extended Cost |
|-----------------|--|-----------------------|-----|-----------|---------------|
| Router | | | | | |
| 1 | Extreme SLX 9640-24S Router. Supports 24x10GE/1GE + 4x100GE/40GE. (24S+4C sku no Power supplies or Fans) | EN-SLX-9640-24S | 5 | | |
| Switch | | | | | |
| 2 | Extreme SLX 9540-24S Switch AC with Front to Back airflow (Port-side to non-port side airflow). Supports 24x10GE/1GE + 24x1GE ports. | BR-SLX-9540-24S-AC-F | 4 | | |
| 3 | Extreme 7520-48XT Switch with two empty power supply slots, six empty fan slots, Ships with one 4-post rack mount kit. Supports 48 x 1G/10G copper ports and 6 x 40G/100G fiber ports | 7520-48XT-6C | 3 | | |
| Software | | | | | |
| 4 | Extreme Advance Feature License for MPLS, BGP-EVPN, OptiScale(TM) Internet Routing and Integrated Application Hosting for Extreme SLX-9540 | BR-SLX-9540-ADV-LIC-P | 4 | | |
| 5 | Extreme Upgrade 24x1GE to 24x10GE/1GE | BR-SLX-9540-24S-COD-P | 6 | | |
| 6 | Extreme Ports on Demand for 2x100GE/40GE Uplinks | BR-SLX-9540-2C-POD-P | 12 | | |
| 7 | Extreme Advanced Feature License for MPLS, BGP-EVPN and Integrated Application Hosting for Extreme SLX-9640 | EN-SLX-9640-ADV-LIC-P | 5 | | |
| 8 | Extreme SLX 9640 Ports on Demand License for 4 ports of 100GE/40GE Uplinks | EN-SLX-9640-4C-POD-P | 10 | | |
| 9 | Extreme 7000 Premier Feature License (Includes Integrated Application Hosting) | 7000-PRMR-LIC-P | 3 | | |

| Power Supply | | | | | |
|---------------------------|--|--------------------|----|--|--|
| 10 | Extreme SLX Fixed AC 650W Power Supply Front to Back airflow. Power cords not included. | XBR-ACPWR-650-F | 10 | | |
| 11 | Extreme AC 800W PSU, Front to Back Airflow for use in 7520, 7720 | XN-ACPWR-800W-F | 6 | | |
| Power Cord | | | | | |
| 12 | Extreme Pwr Cord,10A,NEMA 5-15P,IEC320-C13 | 10061 | 24 | | |
| Fan / Fan Tray | | | | | |
| 13 | Extreme SLX 9640 FAN Front to Back airflow | XEN-SLX9640-FAN-F | 30 | | |
| 14 | Extreme Single Fan module Front to Back Airflow for VSP7400 SLX9150 SLX9250 X695 8520 and 8720 | XN-FAN-001-F | 18 | | |
| Misc | | | | | |
| 15 | Extreme FRU,2 POST MID MOUNT KIT/FLUSH MOUNT KIT | XEN-R000294 | 2 | | |
| 16 | Extreme SLX 9140/9240/9540 Fixed Rackmount kit. 4-post mid/flush mount compatible | XBR-R000297 | 2 | | |
| 17 | Extreme 2-Post mounting ear NEBS earthquake kit for SLX9150/9250/9740-40C/ VSP7400/X695/8520/8720/ 8820-40C | XN-2P-RKMT299 | 2 | | |
| Transceiver | | | | | |
| 18 | Extreme 100G 4WDM-20 QSFP28 20km LC connector Single-Mode MSA P/N EQPT1H4WM4WCL100. | 100G-4WDM-QSFP20KM | 7 | | |
| Cable | | | | | |
| 19 | Extreme 100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100. | 100G-DACP-QSFP1M | 12 | | |
| Services [Term: 1 Year] | | | | | |
| 20 | Extreme EW 4HR AHR H32065 [Term: 1 Year] | 97007-H32065 | 4 | | |
| 21 | Extreme EW 4hr AHR H35296 [Term: 1 Year] | 97007-H35296 | 5 | | |

| | | | | | |
|---|---|-----------------------|----|--|--|
| 22 | Extreme EW Software and TAC H35301 [Term: 1 Year] | 97000-H35301 | 5 | | |
| 23 | Extreme EW Software and TAC H35300 [Term: 1 Year] | 97000-H35300 | 10 | | |
| 24 | Extreme EW 4HR AHR 7520-48XT-6C [Term: 1 Year] | 97007-7520-48XT-6C | 3 | | |
| 25 | Extreme EW TAC OS 7000-PRMR-LIC-P [Term: 1 Year] | 97000-7000-PRMR-LIC-P | 3 | | |
| Services [Term: 5 Year] | | | | | |
| 26 | Extreme EW 4HR AHR H32065 [Term: 5 Year] | 97007-H32065 | 4 | | |
| 27 | Extreme EW 4hr AHR H35296 [Term: 5 Year] | 97007-H35296 | 5 | | |
| 28 | Extreme EW Software and TAC H35301 [Term: 5 Year] | 97000-H35301 | 5 | | |
| 29 | Extreme EW Software and TAC H35300 [Term: 5 Year] | 97000-H35300 | 10 | | |
| 30 | Extreme EW 4HR AHR 7520-48XT-6C [Term: 5 Year] | 97007-7520-48XT-6C | 3 | | |
| 31 | Extreme EW TAC OS 7000-PRMR-LIC-P [Term: 5 Year] | 97000-7000-PRMR-LIC-P | 3 | | |
| Other | | | | | |
| 32 | Delivery and/or other charges | | | | |
| Total Bid Cost [Services 1 Year] | | | | | |
| Total Bid Cost [Services 5 Year] | | | | | |

**SECTION D
BID SHEET**

(This form to be included with Bid)

D4. Extreme Networks Data Center Core Switches

Bid Exceptions