



# SEDGWICK COUNTY, KANSAS

## DIVISION OF FINANCE

### Purchasing Department

604 N. MAIN, SUITE F

● WICHITA, KANSAS 67203-3788

● TELEPHONE (316) 660-7260

● FAX (316) 383-7055

## REQUEST FOR PROPOSAL 06-0152 TRENCHING/BORING AND FIBER OPTIC PLACEMENT

November 13, 2006

Sedgwick County, Kansas (hereinafter referred to as *County*) is seeking proposals for the installation of County provided fiber optic cables and Contractor provided equipment at specified sites. The equipment will connect the new Public Safety building located at **714 N. Main** to the Sedgwick County Fiber Optic Network Backbone in a redundant manner. The County cannot however, guarantee the purchase of the services described herein.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete one (1) original and four (4) copies of the entire document including the PROPOSAL RESPONSE FORM and return in a sealed envelope to the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203 or fax 316-383-7055 on or before 1:45 p.m., CST, Tuesday, December 12, 2006. Late or incomplete responses will not be accepted and will not receive consideration for final award.

***To ensure that vendors have complete information prior to submitting a proposal, a Mandatory pre-proposal conference has been scheduled for Monday, November 27, 2006 at 10:00 a.m. in the Sedgwick County Purchasing Department Conference Room, 604 N. Main, Suite F. Attendance is mandatory. At this time there will be question and clarification regarding the RFP and a walk through. Vendors who wish to have their proposals reviewed must have a representative from their firm present at this pre-proposal meeting.***

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

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Kim Hamilton  
Purchasing Agent

## **ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

## **INTRODUCTION**

Sedgwick County is seeking proposals for the installation of County provided fiber optic cables and Contractor provided equipment at specified sites. The equipment will connect the new Public Safety building (hereafter addressed as 714 N. Main) to the Sedgwick County Fiber Optic Network Backbone in a redundant manner. The Contractor will submit a proposal based on the following request

## **BACKGROUND INFORMATION**

In accordance with the technical specifications outlined herein, it is the intent of this invitation to receive a proposal for the installation of fiber optic cables (provided by Sedgwick County) and equipment at the specified sites. The equipment will connect the County data center to the Public Safety building and from the Public Safety building to the network closet at 635 N. Main. Locations of ingress and egress with will be illustrated on the included map. Vendors will provide services necessary and appropriate to complete the work as shown in the individual sections of these specifications.

The awarded contractor must trench/bore/run and place fiber-optic cabling spanning three different runs: (1) 510 N. Main, Historic Courthouse to (2)714 N. Main Public Safety (3) 714 N. Main to 635 N. Main, Comcare Admin. Each of these runs will be broken by handholes or pull-pits where specified by DIO Networking and Telecom, or under the consideration of specific factors or peculiarities of the run that justify a handhole or pull-pit.

Vendors may propose providing ANY or ALL of the services. Separate awards may be made, however, preference MAY be given to vendors which can provide ALL services.

## **SCOPE OF WORK**

### **1. First fiber run – 510 N. Main to 714 N. Main, RUN (1)**

Fiber placement will begin terminated into a contractor supplied and installed LIU utilizing SC termination. The run will proceed from the LIU through the interconnecting tunnel to the Munger Building. Fiber will be run in inner duct to the north wall of the Munger building. Fiber will exit the Munger Building on the north side. A wall hole has been core-drilled to facilitate fiber egress. Fiber placement will begin and run north using existing bored conduit approximately 500 feet, stopping at the easement next to the alley on the south side of Pine Street.

At this location, a new handhole junction box will be installed. At this new handhold location, a new bore will be required to complete the fiber connection to 714 N. Main. Trenching/boring, fiber placement will begin and run NORTH approximately 150 feet. Conduit will be installed simultaneously with the bore.

At 714 N. Main, a new handhold junction box will be installed on the South East corner of the building. Conduits furnished by the general contractor of the Public Service building will provide a conduit for ingress into the new building.

The fiber will be encased in plenum-rated inner duct and run overhead into the Telecommunications room for approximately 100 feet and proceed towards the wiring rack, located on the east wall. The service loops will be at least 45 feet at this location. The fiber will be terminated into a contractor provided LIU utilizing SC termination.

**2. Second location – 714 N. Main internal conduit run (2)**

This fiber run begins in a contractor supplied LIU utilizing SC termination and will travel from the Telecom closet describe above via a County supplied 2 inch conduit running to the mechanical closet located in the northwest corner of the Public safety building. The egress conduit is provided for the continued run to 635 N. Main. A contractor supplied hand hole will be installed on the outside of the building to facilitate the fiber run to the 635 N. Main location.

**3. Third location – 714 N. Main to 635 N. Main RUN (3)**

Trenching/boring, fiber placement will begin with a run of approximately 30 feet encased in plenum-rated inner duct in the mechanical room at 714 N. Main to an existing exit conduit located on the Northwest side of this building and run SOUTH approximately 165 feet to the Northeast corner of Main and Pine St. easement. At this location, a hand hold junction box will be installed. Fiber will be trenched/bored diagonally to the existing 635 N. Main hand hole located at the Southwest corner of Main and Pine. If a diagonal bore is not feasible, a bore directly across the street to the NW corner of Main and Pine will be considered and from there to the South to the 635 N. Main location.

Fiber will be routed in the County provided hand hole, located on the Southwest corner of Main and Pine. The total length of this run should be approximately 400 feet. It will be encased in plenum-rated inner duct above the ceiling of 635 N. Main, terminating in the County network closet, room 166. A contractor provided LIU utilizing SC termination will be placed at this location in an existing rack. A minimum of 45 feet of service loop is required for this location.

**QUALIFICATIONS**

*This section lists the qualifications to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided with the accompanying Response Form.*

*Firms must:*

1. Proposals must include a reference list for at least three similar projects included in the last two years for local entities. The list will contain a brief scope of work along with the names and contact telephone numbers for each reference. The list should include sub-contractors to be used on this project if applicable. These references must have received trenching/boring, cable placement, and cable termination services (whichever is applicable to each respective proposal). Contractors may be required to secure access to past work sites for inspection by Sedgwick County DIO Networking/Telecommunications personnel.
2. Proposals must include separate cost itemizations for termination, installation, and cost of equipment and materials to be installed at each location.
3. The Contractor will designate an employee who will be their Project Manager/Coordinator. The Project Manager will be a BICSI registered Installer 2. The BICSI registration number (and expiration date) will be shown on the resume that is submitted with the bid.
4. Bidders interested in a walk through of the job site(s) **must attend** a formal pre-bidders meeting on November 27, 2006, at 10:00 a.m. in the Sedgwick County Purchasing Conference Room, Ecco Plaza, 604 N. Main, Suite F.

**MINIMUM FIRM REQUIREMENTS**

***This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided with the accompanying Response Form. Firms must:***

1. The Contractor is responsible for compliance with all Local, State and Federal codes, the NEC and with procedures established under the ANSI/EIA/TIA 568A, 569A, 606 and 607 recommendations. Grounding and bonding will be performed as outlined in the ANSI/EIA/TIA 607 standard and the BICSI Telecommunication Distribution Methods Manual (TDMM).
2. The Contractor will be provided final-as-built Visio drawing(s) of the project. The Visio base line drawing will be provided by the Contractor to DIO Networking and Telecommunications, Sedgwick County.
3. Fiber optic spans must be tested with a fiber optic tester. Written documentation of these results will be provided to designated DIO Networking and Telecom personnel.
4. The Contractor will perform attenuation tests on all fiber cables. The power loss (shown as -dB) and footage (as read from the fiber tester) will be recorded on the "as built" drawings between each termination and/or splice point(s). The single mode fiber will be tested at 1310nm and 1625nm.
5. All fiber optic cable will be terminated using Single mode, SC type Ceramic Connectors.
6. The fiber optic cable must test to support 10Gigabit Ethernet applications.
7. All fiber splices will be tested using a fiber tester and result to 0.2 dB or less.
8. Fiber termination shelves will all be rack-mounted.
9. Fiber will be adequately looped in all hand holes to provide slack for repair in the event of a fiber cut.
10. All inner duct placed inside buildings must be plenum rated.
11. The Contractor is responsible for all measurements. Sketches and diagrams issued by the DIO Networking and Telecommunications are conceptual and are NOT to be used for the purpose of determining actual measurements.
12. The Contractor will install terminations in each building at locations as directed by DIO Networking and Telecom staff. DIO Networking and Telecom staff will provide the Contractor a list of contact persons for each facility or will provide a staff member as a contact.
13. County will provide 24-strand single-mode Fiber Optic Cabling for this project - Metallic sheaths, with water blocking compound.
14. Contractor will provide all of the 24 Port SC Termination Shelves, equipped with labeled panels, couplers & connectors.
15. One inch inner duct will be placed in all inside locations with no existing conduit
16. The PVC pipe containing the fiber will be direct buried to a minimum depth of 48".
17. Locate wire will be placed with the inner duct. The Contractor will splice wire through at all locations.
18. The Contractor will place brass markers, "BURIED FIBER OPTIC CABLE", at direction changes and/or a minimum of each city block.

## **MANDATORY REQUIREMENTS**

*The following requirements are provided to assist proposer in understanding the objective of the County and submitting a thorough response.*

The County desires the most thoroughly engineered and acceptable solution available. The following specifications outline the mandatory design/performance/combination requirements for the proposed fiber optic placement.

**Specific responses to each must be acknowledged and any exceptions to the requirements must be detailed in the proposers response to this Request for Proposal.** *All requirements are mandatory unless otherwise noted.*

The successful proposer will provide a solution, which meets or exceeds the following requirements:

1. Approved Contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of services required.
2. The contractor must perform all work in a manner consistent with established methods, procedures, ANSI codes, EIA/TIA standards ordinances, and where required; local, state and federal standards.
3. The approved Contractor will be responsible for obtaining all locates.
4. The Contractor must perform all work at a time of day, and in a manner that allows for a minimum of disturbance to residences, vehicular traffic, and County operations.
5. The Contractor will be responsible for any damages, injuries, accidents, and claims resulting from, and or occurring during completion of specified services.
6. The successful Contractor will be responsible for all trenching and boring, conduit placement, and pulling of all cable through the conduits.
7. Fiber will not exceed 120 degrees without a pull box.
8. The approved Contractor must provide temporary approved covers for any trenches, as required by law, and place barricades necessary to protect all children or persons having access to the construction sites.
9. The approved Contractor must provide all conduits required. All conduits used must meet City of Wichita codes and standards. Conduit will be installed with a nylon pull string.
10. Where applicable, railroad crossings must be bored and fitted with 4 inch galvanized steel conduit a minimum of 30 feet on each side of the outside rail.
11. Where applicable, the approved firm must bore UNDER all driveways, sidewalks, streets, or other traffic ways. Two-inch (2") seamless PVC conduit must be used under all major intersections.
12. Fiber will be pulled in one piece, or as long as can be safely pulled. Short runs out of the scope of the Project will be approved by Sedgwick County DIO.
13. The Contractor will verify with the County that all work permits from the City of Wichita have been secured prior to the successful Contractor's initiation of the job.
14. All junction boxes will be weather tight with a screw bolt in each corner. Junction boxes on any buildings or structures will be silicon-sealed between the junction box and the building/structure.
15. The Contractor will be responsible for transportation of all cabling and necessary materials from DIO Networking and Telecommunications Department to job site, and be responsible for insurance of such after initiation of job.
16. The Contractor must restore all disturbed surfaces to their original pre-construction condition.
  - a. The Contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs.

- b. All grassy areas disturbed will be refilled, packed, and seeded to match original ground cover.

**DELIVERABLES**

For each scenario, quote all service applicable to the described project. If possible, each vendor will answer each of the following scenarios for bid:

- Scenario 1            Each (total of 3) complete terminated Contractor supplied fiber runs.
- Scenario 1a.        Each (total of 3) complete terminated fiber runs individually with county supplied fiber.
  
- Scenario 2            Total Project completion with Contractor supplied fiber.
- Scenario 2a         Total Project completion with county supplied fiber
  
- Scenario 3            Parts list, including fiber and cost(s) including subcontractors costs (if applicable).
- Scenario 3a         Parts list and cost(s) including subcontractors costs (if applicable) with county supplied fiber.

**INSURANCE REQUIREMENTS**

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the bidder to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or insured. The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	

Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability

Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$100,000.00
Bodily Injury Each Occurrence	\$500,000.00

**INDEMNIFICATION**

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. Any other portions of the agreement relating to insurance requirements shall not affect this indemnification. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**HOLD HARMLESS**

To the fullest extent permitted by law, the successful firm agrees to defend, pay on behalf of, and hold harmless Sedgwick County, its elected and appointed officials, employees and volunteers and others working on behalf of the County, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the firm, by reason of personal injury, including bodily injury and death; and /or property damages, including loss of use thereof, which arises out of or is any way connected or associated with this contract.

**BOND INFORMATION**

Performance Bond:

The successful proposer will provide a Performance Bond equal to proposed figure. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the “contract” documents on the part of the contract to be performed.

Bid Bond:

A bid bond in the form of a cashier’s check or valid bond issued by a surety licensed in the State of Kansas for an amount equal to five (5) percent of the total amount bid is required with the proposal. The bid bond of the successful proposer shall be retained until an acceptable contract is entered into within a reasonable time frame. Failure to enter into such contract shall be cause for forfeiture of bond.

**PROJECT SCHEDULE AND CONTRACT PERIOD**

The contract period for this project will be good from a period following Board of County Commission approval, potentially December 20, 2006, provided that all necessary materials are available, and allow **15 days for project completion**. Work may start as early as January 2, 2007. These dates are subject to change as the project develops and may be negotiated to ensure a successful project. DIO Networking and Telecommunications will allow for reasonable extensions of this schedule in the event that incidents of *force majeure* necessitate work postponement or stoppage. The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted consultant to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Mandatory pre-bidders Conference (walkthrough/drive).....	November 27, 2006
Questions due to Purchasing .....	November 30, 2006
Addendum Posted by 5:00 p.m. ....	December 4, 2006
Proposal Responses Due .....	December 12, 2006
Bid Board .....	December 14, 2006
BOCC Approval.....	December 20, 2006
<b>Project begins .....</b>	<b>(as early as) January 2, 2007</b>
<b>Project completion .....</b>	<b>no later than January 19, 2007</b>
Fiber Tests Due .....	delivered to Rodney Horton, DIO, no later than 1 week after project completion
Final Walk through should be completed by .....	January 26, 2007
Line Drawings-as-built including footage and project narrative is due.....	January 26, 2007

**PAYMENT INFORMATION**

Payment for all specified services to the successful contractor will be made following:

- Completion of specified job
- Inspection and approval of job completion by DIO Networking and Telecommunications
- Receipt of invoicing – partial payments for services rendered may be considered for lengthy jobs. Requests must be made in writing before consideration is given.

**SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal, and any interviews required verifying the ability of the selected Contractor to provide services in response to this document. Vendors will NOT

be compensated for any part of the proposal submittal process. Sedgwick County will judge each firm's response as determined by meeting the following criteria:

1. Meeting all Requests for Proposal instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Providing references (which will be contacted) and/or past/current customers of the proposed services verifying service levels and capability of the Contractor to provide a thorough solution
3. Meeting all Requests for Proposal Mandatory Firm Requirements, Mandatory Requirements and/or Specifications as outlined herein.
4. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.

*The review committee will select the proposals which appear most beneficial. No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.*

#### **QUESTIONS AND CLARIFICATION**

Questions received during the pre-proposal meeting and any questions submitted in writing by 5:00 p.m. CST, November 30, 2006, will be answered as an addendum. You may also submit questions in writing prior to the pre-proposal meeting. All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing).

All questions shall be directed to Kim Hamilton, Senior Purchasing Agent, 604 N. Main, Suite F, Wichita, KS 67203, (316) 660-7265, email to [khamilto@sedgwick.gov](mailto:khamilto@sedgwick.gov), or fax to (316) 383-7055, attention Kim

#### **PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. ***Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.***
3. ***Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.***
4. ***Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.***
5. ***Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.***
6. ***Prices proposed may not be withdrawn for a period of 120 days following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.***

7. *Proposers MUST return one (1) original and four (4) copies of the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.*
8. *Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.*
9. *Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.*
10. *All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.*
11. *A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.*
12. *After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials within the times specified in the Request for Proposal, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.*
13. *The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.*
14. *If a response to this Request for Proposal is accepted, the responder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.*
15. *If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.*
16. *The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.*
17. *It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick*

*County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.*

18. *Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.*
19. *Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.*
20. *County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.*
21. *No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.*
22. *The successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.*
23. *The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.*
24. *The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:*
  - a. *He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;*
  - b. *In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;*
  - c. *If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;*
  - d. *If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,*
  - e. *He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.*
25. *By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not*

*acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.*

- 26. No gifts or gratuities of any kind shall be offered to any County employee at any time.*
- 27. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors*
- 28. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.*

**PROPOSAL RESPONSE FORM  
TRENCHING/BORING AND FIBER OPTIC PLACEMENT  
06-0152**

All firms interested in proposing MUST provide ONE (1) original and FOUR (4) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN Tuesday, December 12, 2006, 10:00 a.m., to the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3672.

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAXPAYER I.D. \_\_\_\_\_

COMPANY WEB SITE \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION (CHECK ONE)

CORPORATION \_\_\_\_ PUBLIC \_\_\_\_ PRIVATE \_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_ PARTNERSHIP \_\_\_\_

MINORITY BUSINESS ENTERPRISE \_\_\_\_ WOMAN-OWNED ENTERPRISE \_\_\_\_ SMALL BUSINESS ENTERPRISE \_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

MANUFACTURER \_\_\_\_ DISTRIBUTOR \_\_\_\_ RETAIL \_\_\_\_ DEALER \_\_\_\_ SERVICE \_\_\_\_

**WE ACKNOWLEDGE RECEIPT OF ADDENDUMS:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) .

**NO \_\_\_\_ DATED; NO \_\_\_\_ DATED; NO \_\_\_\_ DATED.**

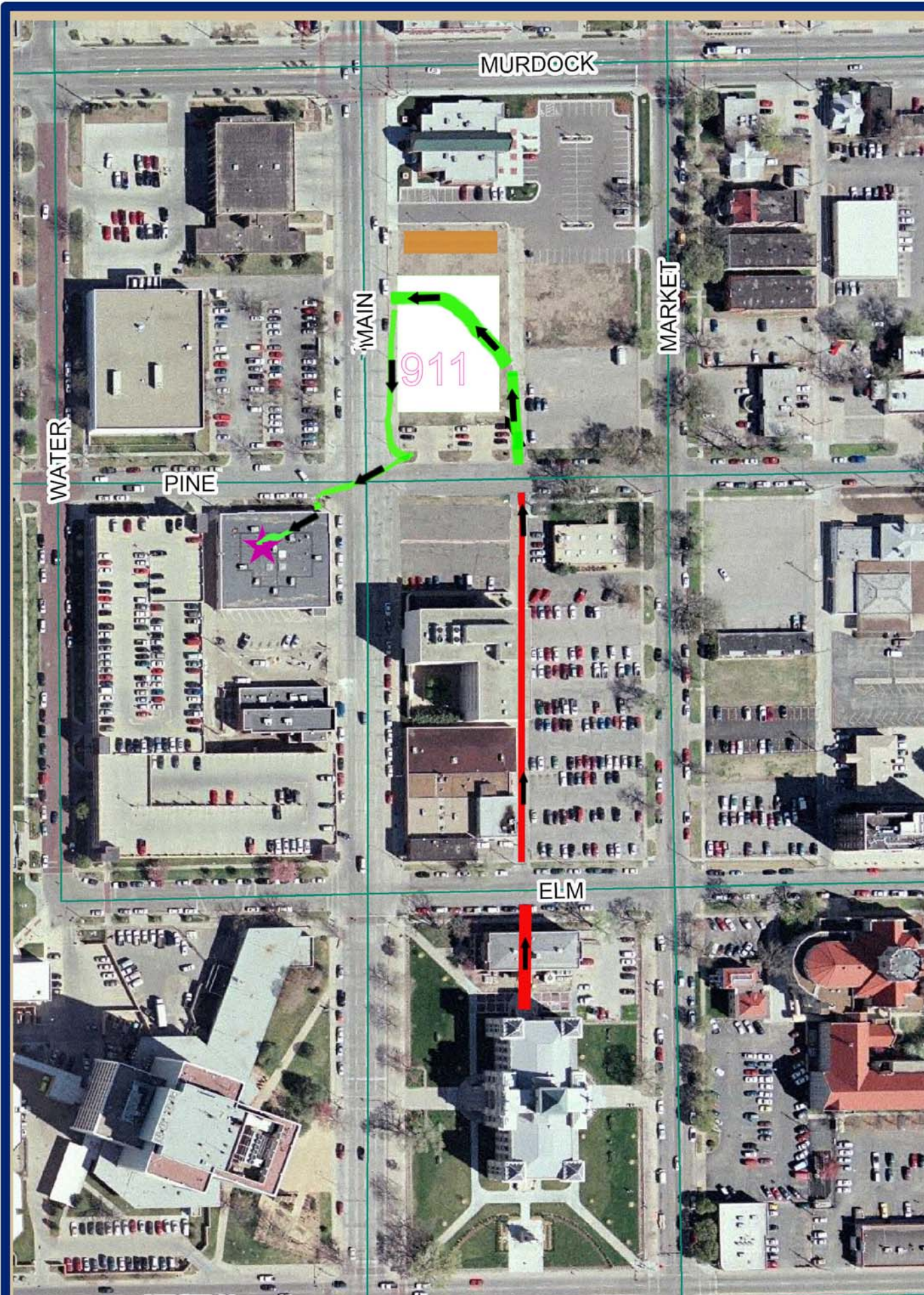
In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING INFORMATION**

1. I/We \_\_\_\_\_, propose to provide trenching/boring and fiber optic placement as stated for a price of \$ \_\_\_\_\_.



MURDOCK

MARKET

MAIN

911

WATER

PINE

ELM

