



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR BID
#16-0048
POINT TO POINT CONNECTIONS and INTERNET ACCESS

April 15, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm to provide several point to point data connections and internet access for the county. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid.

Sincerely,

Kim Evans
Purchasing Agent

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I. Purpose

Sedgwick County, Kansas (hereinafter referred to as “County”), is seeking point to point data connections and internet access for Sedgwick County. The current circuit network for the county is comprised of:

- 2 – 100 Mbps Internet Circuits
- 37 - Multi-point to Point (mesh) circuits
 - Speeds range from 1.5 Mbps to 20 Mbps with a 50 Mbps main connection
- 12 - Point to Point circuits
 - Speeds range from 10 Mbps to 200 Mbps
- 2 - Dark Fiber circuits leased and,
- 5 - Internet VPN circuits

All circuits are currently serviced by Cox excluding 3 VPN’s that are connected to the county with Verizon wireless cards.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kimberly Evans
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, April 26, 2016**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date.

III. Scope of Work

The county is requesting five (5) Point to Point connections that will all connect back to the data center located at 714 N. Main. Internet service is also requested to be installed at 714 N Main.

The connections requested are as follows:

- 1919 N. Amidon
- 1210 S. Topeka
- 1921 W. 21st St North
- 1144 S. Seneca
- 4035 E. Harry

All connections back to 714 N. Main.

Minimum Service Requirements for ISP and Point to Point connections:

1. Strive to provide 100% uptime on Internet and Point to Point circuits with a minimum of 98% monthly uptime.
2. Provide 100 Mbps speeds Internet with the ability to grow as needed.
3. Provide BGP peering with county Internet routers.
4. Point to Point circuits need to allow configuration for Layer 2 connectivity and routing.
5. Provide 50 Mbps and higher for Point to Point circuits.
6. Have a support number that can be contacted 24/7 365 days a year.
7. Have the ability to fix issues with circuits 24/7 365 days a year.
8. Support number must be able to provide the ability to speak with a person for status updates and new ticket submissions.

IV. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kim Evans at Kimberly.J.Evans@sedgwick.gov by 5:00 p.m. CDT Wednesday April 20, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT Friday April 22, 2016. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Qualifications

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 Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

C. Selection Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	April 15, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	April 20, 2016
Addendum Issued	April 22, 2016
Sealed Bid due before 1:45pm CDT	April 26, 2016
Evaluation Period	April 27-May 4, 2016
Board of Bids and Contracts Recommendation	May 5, 2016
Board of County Commission Award	May 11, 2016

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for five (5) years.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

F. [Insurance Requirements](#)

Worker’s Compensation:	
Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/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	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

G. [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 provider’s 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. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who

resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful 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 Bid is the property of Sedgwick County.

I. [Bid Conditions](#)

- [Request for Bid Conditions](#)
- [General Contract Provisions](#)
- [Mandatory Contract Provisions](#)
- [Sample Contract](#)

VI. [Required Response Content](#)

Bid response should include the following:

1. Provide a brief description of firm, include years in service, number of employees, types of services provided, etc.
2. Provide contact name, title, qualifications, phone number and e-mail address of lead professional personnel assigned to the County account.
3. Provide proof of certifications, licenses or factory trainings as applicable to work described herein.
4. Provide a description of the number of employees available for immediate work on County projects, in addition to qualifications and expertise based sample projects identified in Scope of Work.
5. Provide four (4) references verifying exemplary service. These references MUST have received service(s) similar to those bid under this RFB. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
6. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
7. Provide insurance certificate.
8. Provide a sample invoice; all invoices must be clearly itemized with materials and labor with unit rates identified.
9. Provide detailed information regarding any anticipated exception to any requirement, scope of work, term or condition within solicitation.

END OF SECTION

VII. Response Form

REQUEST FOR BID
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POINT TO POINT CONNECTIONS and INTERNET ACCESS

The undersigned, on behalf of the Bidder , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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 bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

LLC _____ LLP _____ Not For Profit Corporation _____ Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority Owned Business: _____ **Minority-Owned Business:** ___ **Certification #** _____

___ African American (05) ___ Asian Pacific (10) ___ Subcontinent Asian (15) ___ Hispanic (20) ___ Native American (25)

___ Other (30) - Please specify ___ Other – Woman Owned (80)

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No
(Please see item 24 in the Request for Bid Terms and Conditions)

CONTINUED ON NEXT PAGE

Response Form (continued)

Type of Service	One-Time Installation Charges	Monthly Rate (60 months fixed rate)
Internet Access-714 N. Main	\$	\$
Point to Point 1919 N. Amidon to 714 N. Main	\$	\$
Point to Point 1210 S. Topeka to 714 N. Main	\$	\$
Point to Point 1921 W. 21 st St North to 714 N. Main	\$	\$
Point to Point 1144 S. Seneca to 714 N. Main	\$	\$
Point to Point 4035 E. Harry to 714 N. Main	\$	\$
Total	\$	\$
Grand Total (one-time charges plus 60 months service)	\$	

Cost must be all inclusive of all terms, conditions, and scope within this solicitation. Please indicate if price increases apply after the initial term.

ACKNOWLEDGE RECEIPT OF ADDENDA: 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/finance/purchasing.asp.

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 _____

Print Name _____ Dated _____