



SEDGWICK COUNTY, KANSAS

FINANCE DEPARTMENT

Purchasing Section

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

REQUEST FOR BID

18-0074

STORAGE MEDIA AND STORAGE DEVICES

October 24, 2018

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Storage Media including USB Flash Drives (2GB, 4GB, 8GB, 16GB, 32GB, 64GB, and 128GB), CD-R 700MB/80 Minute 52X, DVD-R 4.7GB/120 Minute 16X, DVD+R DL 8.5GB/240 Minute 8X, CD/DVD Envelopes, and SD Cards (4GB, 8GB, 16GB, 32GB, 64GB, and 128GB). If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CST, November 13, 2018.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Josh Lauber
Purchasing Agent

JL/ch

Table of Contents

- I. [Purpose](#)
- II. [Submittals](#)
- III. [Mandatory Requirements](#)
- IV. [Sedgwick County's Responsibilities](#)
- V. [Bid Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Bid Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Bid Conditions](#)
- VI. [Required Response Content](#)
- VII. [Response Form](#)
- VIII. [Product Pricing Matrix](#)

I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for Storage Media including USB Flash Drives (2GB, 4GB, 8GB, 16GB, 32GB, 64GB, and 128GB), CD-R 700MB/80 Minute 52X, DVD-R 4.7GB/120 Minute 16X, DVD+R DL 8.5GB/240 Minute 8X, CD/DVD Envelopes, and SD Cards (4GB, 8GB, 16GB, 32GB, 64GB, and 128GB, in accordance with the specifications outlined, for across all divisions and departments of Sedgwick County.

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:

Josh Lauber
Sedgwick County Purchasing Section
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, November 13, 2018**. 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. CST , on the due date.

III. Mandatory Requirements

Mandatory requirements will include that Flash drives offer USB Drive encryption (minimum security level or higher of FIPS 140-2) that has hardware level encryption. Hardware level encryption allows the data to be moved between devices but only readable once the user's password is entered. In this form of encryption, data is automatically encrypted as it is added to the device. Gaining access to data on a hardware level encrypted device is nearly impossible without the correct password.

All Storage Media Devices must be able to be used on a hardware device running Windows 7 or higher and IOS operating systems.

USB Flash Drives must be in storage capacities of 2GB, 4GB, 8GB, 16GB, 32GB, 64GB, and 128GB and hardware level encryptable. SD Cards must be in storage capacities of 4GB, 8GB, 16GB, 32GB, 64GB, and 128GB. CDs are required to be in CD-R 700MB/80 Minute 52X formatting. DVDs must be available in DVD-R 4.7GB/120 Minute 16X and DVD+R DL 8.5GB 8X formats.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Josh Lauber at josh.lauber@sedgwick.gov by 5:00 p.m. CDT November 1, 2018. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for->

[bid-and-proposal/](#) under the Documents column associated with this bid number by 5:00 p.m. CDT November 1, 2018. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. [Minimum Firm 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. Have the capacity to acquire all required permits, bonds, escrows or insurances.
All costs associated with meeting this requirement will be the sole responsibility of the vendor.

C. [Evaluation 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 Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	October 24, 2018
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	November 1, 2018
Addendum Issued	November 2, 2018
Sealed Bid due before 1:45pm CST	November 13, 2018
Evaluation Period	November 16, 2018
Board of Bids and Contracts Recommendation	November 29, 2018
Board of County Commission Award	December 5, 2018

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for 1 year with two 1 year options to renew.

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.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/ errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. 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 prior to award of contract.** 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 (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability/ Errors & Omissions Insurance:

 Required/ X Not Required

Each Claim \$1,000,000.00

Aggregate \$2,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 bidder agrees all data, records and information, which the bidder, 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 bidder 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 bidder 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

<https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Sample invoice (where applicable).
3. Completed and signed Section 7: Bid Response Form.
4. Completed Product Table Section 8: Pricing Matrix Form.
5. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

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STORAGE MEDIA AND STORAGE DEVICES

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 _____

Partnership _____ Other (Describe): _____

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

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) (Please specify _____)

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other (Woman Owned) (80) Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

☐ Yes, I would like to be on the emergency vendor list.

☐ No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

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 _____

VIII. Product Pricing Matrix

Storage Media						
Product	Manufacturer (Brand)	Model Number	Hardware Connectivity (USB 3.0)	Operating System Compatibility (Windows 7, Windows 10, IOS – Apple)	Level of Encryption (FIPS 140-2, etc.)	Price (per unit/ea.)
USB 3.0 Flash Drive 2GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 4GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 8GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 16GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 32GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 64GB (FIPS 140-2 minimum Encryption)						
USB 3.0 Flash Drive 128GB (FIPS 140-2 minimum Encryption)						
SD Card 4GB			NA		NA	
SD Card 8GB			NA		NA	
SD Card 16GB			NA		NA	
SD Card 32GB			NA		NA	
SD Card 64GB			NA		NA	
SD Card 128GB			NA		NA	
CD-R 700MB/80 Minute 52X (50 pack or higher)			NA		NA	
DVD-R 4.7GB/120 Minute 16X (50 pack or higher)			NA		NA	
DVD+R DL 8.5GB/240 Minute 8X (50 pack or higher)			NA		NA	
CD/DVD White Envelope (50 pack or higher)			NA		NA	