



**SEDGWICK COUNTY, KANSAS**

**DIVISION OF FINANCE**

***Purchasing Department***

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/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL  
19-0094  
SEDGWICK COUNTY BACKUP SOLUTION**

**December 5, 2019**

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a (solution). If your firm is interested in submitting a response, please do so in accordance with the instructions contained within this Request for Proposal. Responses are due no later than 1:45 pm CST, February 4, 2020.

**All contact concerning this solicitation shall be made through the Purchasing Section.** Proposers 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 Proposer's response.

Sincerely,

A handwritten signature in black ink, reading "Josh Lauber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

**Josh Lauber  
Purchasing Agent – Buyer**

JL/ch

## Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
  - A. [Questions and Contact Information](#)
  - B. [Minimum Firm Qualifications](#)
  - C. [Evaluation Criteria](#)
  - D. [Request for Proposal Timeline](#)
  - E. [Contract Period and Payment Terms](#)
  - F. [Insurance Requirements](#)
  - G. [Indemnification](#)
  - H. [Confidential Matters and Data Ownership](#)
  - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

## **I. 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. 68, 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. 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.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

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 Government is requesting proposals from qualified data backup and recovery solution providers to provide, install, secure, implement and train County IT staff on use and maintenance of the system. The proposed solution must be consistent and compatible with existing County Information Technology systems.

## **III. Project Objectives**

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Open Records Request Management software. The following objectives have been identified for this contract:

1. Acquire a software solution meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing for maintenance, support and professional service hours with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire a solution with the most advantageous overall cost to the county.

#### IV. Submittals

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, 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 pm CST, TUESDAY, February 4, 2020**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

#### V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

##### Mandatory Project Requirements

- Instant Recovery of systems that are backed up
- Multi-Backup Location (examples include Local Storage, Cloud, SAN Connections, Tape backup, etc.)
- Granular Administrator Permissions
- Exchange Backups
- SharePoint & SharePoint DB Backups with Single Item Restore
- Physical Server Backups
- Must provide 3 to 5-year minimum solution before expansions
- 24x7x365 Support
- Hardware Support needs to be next day or better
- Backups need to be encrypted
- Reporting and monitoring on all backups
- Ability to backup Cloud Locations (examples include OneDrive, Office 365, Azure, AWS, etc.)
- Ability to backup current infrastructure with specified retention rates:

Physical Count: 23 Servers @ 20,351 GB

Virtual Count: 225 servers @ 100,677 GB

Avg. 5% Change Rate: 103,207 GB

Avg. 14% Change Rate: 2,937 GB

Avg. 18% Change Rate: 1,624 GB

Avg. 28% Change Rate: 6,441 GB

Avg. 48% Change Rate: 5,755 GB

Avg. 53% Change Rate: 458 GB

Avg. 63% Change Rate: 606 GB

Retention: 10 daily's, 4 weekly's, Each expire after 60 days

File Servers: 8 servers @ 9,545 GB (apart of the Avg. 5% change rate total)

File Server Retention: 14 daily's, 5 weekly's, 3 monthly's, each expire after 60 days

## **Desirable**

- Flexible Expansion (example ability to use whatever storage we want to expand our backups)
- Exchange Single Item Restore
- Multi-Datacenter for High Availability (example Datacenter A goes down, then Datacenter B can backup and restore)
- EDiscovery through backup solution
- Vendor or 3<sup>rd</sup> Party Monitoring for Errors on backup system
- No professional services needed for maintenance, upgrades and expansion of backup solution
- One point of contact for support with upgrades and troubleshooting

## **Architecture and IT Standards**

If product proposed is vendor/cloud hosted:

Written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.

Vendor should provide a list of client requirements required for backups.

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, de-dupe rates, etc....). How does this impact costs and services?

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list any included backup and recovery capabilities, objectives and estimated timelines.

Vendor should provide secure connections to data and be compliant with any regulatory requirements such as HIPAA, CJIS, and PCI requirements.

Vendor should include interface diagram and security specifics.

Vendor should list network connection requirements.

Vendor should list all cloud providers that are compatible or used with your product.

Vendor should list any monitoring with your software.

Vendor should list locations for technical support. Example: United States > United Kingdom > China > United States.

Vendor should list maintenance costs per year, over 5 years.

Vendor should list estimated costs and examples to expand the provided solution.

Vendor should list how the product is priced. Example: Space, Per Server, Per Socket or a combination.

Vendor should list official training and any certifications offered with estimated cost.

Vendor should list any type of Ransomware protection provided by the backup solution.

If not answered in previous question, please list authentication and security methods for access to the system and system data:

If a hosted solution, Sedgwick County should retain access to data should contracts terminate, the data remains the property of Sedgwick County.

If On Premise (County servers):

The software needs to be able to be supported on current technology standards and future / modern OS releases. Does this system stay up to date with modern software updates -- such as Windows OS or SQL versioning to the latest versions?

If web based, written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.

Environment and Platforms for on-Premise:

- Install on latest version of Windows -- Windows 2012R2 or newer, 64 bit.
- If web based, browser compatible with Internet Explorer 11+, or other modern browsers.
- If not proprietary or internal database - Latest version of SQL Server Supported (minimum 64bit 2012)
- VMWare 6.5+ compatible and supported.
- Application can be centrally managed:
  - Updates to app
  - Patches to operating system it is on
  - Microsoft Active Directory member
  - Ability to manage through Group Policy
  - If thick client, client can be deployed with minimal configuration needs, fully packaged in .MSI or other sustainable deployable method.

Vendor should list Server and Client resource requirements (CPU, Memory, and Disk Space)

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, de-dupe rates, etc....).

Vendor should indicate server and application update practices (Include the answers to how to patch the application on the client and server).

Vendor should list network connection and backbone requirements.

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list System External Interface requirements (Please include an interface diagram) – Is there any remote connection into the on Premise system needed for support?

If not addressed in previous response, vendor should list authentication and security methods for access to the system and system data.

Vendor should indicate backup methods recommended - any incompatibilities with backup systems on the market?

Software should be compatible with modern antivirus clients (list any needed exceptions or known problems)?

Vendor should list any firewall and security considerations or exceptions needed?

Vendor should list any database or software license needs, purchased outside of this request.

Vendor should list all cloud providers that are compatible or used with your product.

Vendor should list any monitoring with your software.

Vendor should list locations for technical support. Example: United States > United Kingdom > China > United States.

Vendor should list maintenance costs per year, over 5 years.

Vendor should list estimated costs and examples to expand the provided solution.

Vendor should list how the product is priced. Example: Space, Per Server, Per Socket or a combination.

Vendor should list official training and any certifications offered with estimated cost.

Vendor should list any type of Ransomware protection provided by the backup solution.

### **Project Status Reporting**

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

- Overall summarization of the project progress;
- Deliverables achieved;
- Deliverables remaining, progress, and expected delivery on each; and
- Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.)

### **Acceptance Testing**

The vendor will work with the department to create an acceptance testing plan. Both parties shall agree to the plan in writing and the plan must be completed prior to county acceptance of the solution.

### **Documentation**

The vendor shall provide system documentation (written or electronic) to the department.

### **User Training**

(Describe any training to be provided by the Vendor:

- Identify who and how many resources require training.
- Identify the timing of the training.
- Indicate if training is to be provided at the Department's site or off site.
  - If on-site training is required indicate if the Vendor will be required to deliver training at multiple locations or at one central location.
- Identify location of training facilities.
- Describe the equipment and software to be provided at the training facility.
- Identify any required content for training materials to be provided to trainees.
- Identify any experience/skill requirements for the individual(s) delivering the training.)

## **VI. 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.
- Designate a person to act as the county Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

## VII. Proposal Terms

### A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Josh Lauber at [Josh.Lauber@sedgwick.gov](mailto:Josh.Lauber@sedgwick.gov) by 5:00 pm CST, January 17, 2020. 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 RFP number by 5:00 pm CST, January 24, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal 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 Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Proposers shall:

1. Have a minimum of three years' experience in providing services similar to those specified in this RFP.
2. Have experience in managing projects of comparable size and complexity to that being proposed.
3. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
6. Provide project management (as required) and quality control procedures.
7. Have appropriate material, equipment and labor to perform specified services.
8. Park only in designated areas and display parking permit (if provided).
9. Wear company uniform or ID badge for identification purposes.

### C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. Software meets Data security standards & Practices	10
B. Record of performance on similar projects, including customer retention	20
C. Meeting all Proposal requirements and instructions, submitting clear answers	40
D. Firms economic and technical resources, stability and longevity in the market	10
E. Proposals quality and contents	5
F. Overall cost of solution*	15
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.



- |   |         |            |
|---|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 =.76  | .76*10  | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points  |
| C. \$38,000.00 divided by \$49,000.00=.77   | .77*10  | 7.7 points |

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal 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 Proposal to interested parties	<b>December 5, 2019</b>
Questions and Clarifications submitted in writing	<b>January 17, 2020</b>
Addendum Issued	<b>January 24, 2020</b>
Sealed Proposal due before 1:45pm CS/DT	<b>February 4, 2020</b>
Evaluation Period	<b>February 4, 2020 – March 5, 2020</b>
Board of Bids and Contracts Recommendation	<b>March 5, 2020</b>
Board of County Commission Award	<b>March 11, 2020</b>

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

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of 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.

Payment and Invoice Provisions

[https://www.sedgwickcounty.org/media/39239/payment\\_and\\_invoice\\_provisions.pdf](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 including both ongoing and completed operations, 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.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input checked="" type="checkbox"/> Required/ <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County or County's clients.</b>	
<input checked="" type="checkbox"/> Required/ <input type="checkbox"/> Not Required	
<b>Each Claim</b>	\$2,000,000.00
<b>Aggregate</b>	\$2,000,000.00
Cyber/Network Security and Privacy Liability and Professional Errors & Omissions can be met by separate policies or a combination of these coverages under one policy form with minimum limits \$2,000,000 each occurrence and in the aggregate.	

**Special Risks or Circumstances:**

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

## IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

*In addition to the above coverages, Contractor shall also provide the following:*

<b>Builder's Risk Insurance:</b>	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
----------------------------------	---

### 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 proposal, 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 Proposal is the property of Sedgwick County.

I. Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

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

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

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

**VIII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, **three (3)** professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from county staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Sample of software license agreement and sample of support agreement.
9. Those responses that do not include all required forms/items may be deemed non-responsive.
10. Non-Employee User Agreement.
11. Acknowledge receipt of Business Associate Addendum.

**IX. Response Form**

**REQUEST FOR PROPOSAL  
19-0094  
SEDGWICK COUNTY BACKUP SOLUTION**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting 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 proposer 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.

**NAME** \_\_\_\_\_

**DBA/SAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

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

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

**STATE OF INCORPORATION or ORGANIZATION** \_\_\_\_\_ **COMPANY WEBSITE**

**ADDRESS** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**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

**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](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

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

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

# Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County ("Non-employee personnel") are required to sign this document before accessing any Sedgwick County information technology system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non- employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
  - a. Passwords shall remain confidential.
  - b. Passwords shall be changed at least every 90 days.
  - c. Passwords shall be at least eight characters long.
  - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B*, (ii) English lower case letters, *a, b*, (iii) Westernized Arabic numerals, *0,1,2*, and (iv) Non-alphanumeric ( special characters ) such as punctuation symbols.
  - e. Passwords shall not contain your user name or any part of your full name.
  - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
  - a. Game playing;
  - b. Internet surfing not required for their work activity;
  - c. Non-work related activity.
  - d. Any illegal activity.
  - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.
23. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
26. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
27. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
30. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel's signature

Date

Company's/Agency's name, printed

Non-employee personnel's name, printed

Purpose – reason you are signing the form

Revision Date: 12/13/2018

Sedgwick County Sponsor – employee and department

RFP #19-0094

*Sedgwick County... Working for you*