



16th Judicial Circuit of Missouri
Court Purchasing
415 East 12th Street
Kansas City, Missouri 64106

Invitation to Bid

Bid number: 10008289

Issue Date: May 27, 2025

Wai Yavrouian
Senior Purchasing Agent

Phone number: (816) 881-3661
E-mail: wai.yavrouian@courts.mo.gov

The purpose of this Invitation to Bid (hereinafter known as "ITB") is to establish a contract with a contractor to provide the court with internet service on an as needed basis to create a better redundancy.

Bid response deadline: ITB is due on Tuesday, July 15, 2025

Bid response time: ITB must be received in the Purchasing Office prior to 10 a.m. on July 15, 2025.

Bid must be clearly marked as Bid number 10008289 - Internet Service Provider

Mail bid to:

16th Judicial Circuit of Missouri
Attn: Wai Yavrouian
415 East 12th Street, 8M East
Kansas City, Missouri 64106

Bid opening is at 10 a.m. on July 15, 2025 and is open to contractors and the general public. However, pricing will not be announced, only names of bidding companies.

For questions pertaining to this ITB contact Wai Yavrouian by e-mail. See section 3.0

Tentative timeline:

ITB Issued	May 27, 2025
ITB Receipt Confirmation Form due by	June 6, 2025
Questions due from bidders by 5 p. m. CST	June 13, 2025
Answers sent to bidders by 5 p. m. CST	June 27, 2025
Bid response due prior to 10 a. m. CST	July 15, 2025
Evaluation of submitted bids	July 15-22, 2025
Possible interviews	July 29-31, 2025
Estimated award date	September 1, 2025

Bid number 10008289 - Internet Service Provider

ITB Receipt Confirmation Form

To acknowledge your intent to receive any amendments (addendums) or further information about this ITB (Invitation to Bid) it is requested that this form be returned to:

E-mail address: wai.yavrouian@courts.mo.gov

Failure to return this form prior to Friday, June 6, 2025 may result in no further information regarding this ITB.

Name of company: _____

Street address: _____

City: _____ State: _____ Zip Code: _____

Telephone number: _____

Contact person (print name): _____

E-mail address: _____

We have received a copy of the ITB (Invitation to Bid) to provide internet services for the 16th Judicial Circuit of Missouri.

☐ No, we will not be submitting a bid response.

☐ Yes, we will be submitting a bid response.

I understand that if I do not submit a bid response, this will not affect our company's status as a potential bidder to the 16th Judicial Circuit of Missouri in the future. I also understand that if I do not return this form our company will not receive any further information with regards to this ITB.

Print Name

Signature

Title

Date

Instructions to bidders:

- a. Bids will be accepted by mail. Submit bids as previously stated until date and time specified herein. All bids shall be received and locked until opening date and time. Upon the date specified all bids will be publicly read and recorded at 10:05 a.m. local time (Central). After which the bids will be evaluated by the court's evaluation committee. Bids received after the deadline designated shall not be considered.
- b. Complete and submit required pages prior to the closing time of 10 a.m. CST on or before Tuesday, July 15, 2025 as stated above.
- c. **Telephone and faxed bids will not be accepted!** By submitting a bid you offer to enter into the proposed contract and your offer is not revocable for 30 days following the response deadline indicated herein.
- d. All bids submitted in response to this invitation to bid shall become the property of the court and will be a matter of public record available for review under the guidelines of any applicable Federal Freedom of Information Act or Missouri "Sunshine Law" after award is made.
- e. From the date this ITB is issued until possible interviews are required, **absolutely no communication with department staff is allowed!** If communication is required between potential bidders and individuals employed by the court regarding this ITB it is restricted to written communication with the senior purchasing agent assigned to the ITB.

Preparation of bid:

- a. The bid shall be legibly printed in ink or typed.
- b. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- c. The bid shall be legally signed and shall include the complete address of the bidder.
- d. The 16th Judicial Circuit of Missouri is exempt from Federal Tax Exempt Number 43-91-0217K and Missouri State Sales Tax Exempt Sec. 39 [10] Article 3, Missouri Constitution; Missouri Tax I.D. 12495671, and such taxes shall not be included in quoted prices.
- e. The 16th Judicial Circuit of Missouri is not liable for any costs incurred by bidders in the preparation and presentation of bids submitted in response to this Invitation to Bid.

Bid submittal checklist:

The following items must be included in bid response.

- 1. Provide a copy of your standard contract, service level agreements, and indemnification clauses.
- 2. Understanding of the Scope of Service - Form A.
- 3. Company details - Form B
- 4. Company history - Form C
- 5. Affidavit - Form D
- 6. Reference - Form E
- 7. Pricing page on contractor's letterhead or quotation sheet

1.0 Introduction

- 1.1 The 16th Judicial Circuit of Missouri, herein known as the “circuit court” is seeking proposals to establish a 36 month contract with three 12 month options to extend for the providing and installation of 1 Gb (High Speed) Internet for use by the Court Information Technology department.
- 1.2 The court’s goal is to provide a high level of stability and usability of internet access for the court that does not share the same backbone (or last mile) as UPN, our current provider, in order to diversify our network and create better redundancy. In a worst case scenario of a cut fiber we have another path out to the internet.
- 1.3 Service will be 24 hours a day, 7 days a week (24 x 7). The successful respondent will also be responsible for the installation of this project.

2.0 Scope of Service

- 2.1 Contractor to install and connect all applicable equipment including routers, wiring, and all other related components.
- 2.2 Pertaining to the installation, all work shall be in compliance with city and/or county regulations, the most current Uniform Building Code, and the National Electric Code.
- 2.3 The successful respondent must have no less than 5 years’ experience in work described herein of the bid. Experience and reference provided by respondent will be a factor in the evaluation of this bid.
- 2.4 Location of installation will be:

Internet Circuits (4):

<i>Bandwidth</i>	<i>Physical Location</i>
1Gb IP POP -	1305 Locust St, Kansas City, MO
1Gb IP POP -	625 E 26th St, Kansas City, MO
1Gb IP POP -	308 W Kansas St, Independence, MO
10Mb IP POP -	105 S Central Ave, St Louis, MO

- 2.5 The court will require a /29 block of static IP addresses.
- 2.6 The following is an example of the provisions for a connection agreement to include, but not limited to:
 - 2.6.1 One time installation/connection fee; if applicable, including equipment costs (routers, etc.).
 - 2.6.2 Flat monthly rate agreed upon for Physical Location.
 - 2.6.3 Maximum level of bursting bandwidth is established.
 - 2.6.4 Guaranteed uptime percentage during business hours.
 - 2.6.5 Guaranteed throughput, both upload and download.
 - 2.6.6 Response time for break/fix in hours during business hours.

- 2.6.7 Incident response time during business hours, no charge per incident.
- 2.6.8 Provide a local or 1-800 number and e-mail address for inquiries and remote problem support for the service.
- 2.6.9 Describe procedures for supposed security breach.
 - 2.6.9.1 State level of DDoS protection, and whether it's provided in the base price.
 - 2.6.9.2 Describe how contractor would assist in mitigating a DDoS attack.
- 2.6.10 Describe any relevant terms or restrictions, including early termination penalties.
- 2.6.11 Provide a copy of your standard contract, service level agreements, and indemnification clauses.
- 2.6.12 Describe how the local loop will be delivered to the court and the name of the local loop provider.
- 2.6.13 Outline any additional charges.
- 2.7 Any additional equipment required for this installation and/or service shall be included in this ITB.
- 2.8 Equipment: The awarded contractor shall be responsible for providing, maintaining, and transporting all necessary customary equipment and tools to fulfill the installation portion of this contract.
 - 2.8.1 The court shall be responsible for payment to the awarded contractor for rental of standard equipment.
 - 2.8.2 In no event shall the court be responsible for any damages to any of the awarded contractor's equipment or clothing, whether lost, damaged, destroyed, or stolen.
- 2.9 Safety: Proper safety precautions shall be used at all times and shall remain the contractor's responsibility. The court shall not be responsible for payment to the contractor for consumable and non-consumable personal safety material/equipment required for necessary work to fulfill the contract including but not limited to: safety gloves, hearing protection, hard hats, sanitizers, degreasers and cleaners. The contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 2.10 Job Site: The following rules must be considered and followed prior to or doing completion of network installation:
 - 2.10.1 Asbestos: If the contractor suspects asbestos at the job site, all work must halt immediately and the Information Technology department notified of the suspicion.
 - 2.10.2 Environmental Protection: The contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

- 2.10.3 Dust Barrier: If requested, contractor must provide and install dust barriers and cover all ceiling and wall vents to contain dust and dirt.
- 2.10.4 Noise and Odors: All jobs that will involve excessive noise (hammering, drilling, grinding, etc.) or strong odors (gluing, grinding, etc.) will require notification to the Information Technology department to schedule these tasks as mutually agreed upon between the IT Department and the contractor.
- 2.10.5 Damage Control: All buildings, appurtenances, and finishing shall be protected by the contractor from damage, which might be done or caused by work performed under this contract, including, but not limited to, flooring damage, scratches to wood, wall holes, etc.
- 2.10.5.1 Such damages to the foregoing shall be repaired and/or replaced by the approved methods so as
- 2.10.6 Clean Up: The contractor shall, at all times, keep the property free of trash and debris. It is the contractor's responsibility to legally and properly dispose of all debris.
- 2.10.6.1 Contractor shall clean all areas of scrap materials; dirt, dust and debris generated in performance of the service at the time the service is provided and lawfully dispose of.
- 2.10.6.2 Contractor must not use county dumpsters, trash cans or any other county property without prior authorization from Information Technology.
- 2.10.6.3 Public restrooms must not be used for washing of tools and equipment, nor may the stools or sinks be used to dispose of janitorial type liquids. Only assigned janitorial sinks as authorized by the Information Technology department will be allowed for use.
- 2.11 Client Safety: The well-being of the clients any employees of the court is paramount. Extreme caution and special care shall be taken in order to protect the clients and employees from unforeseen and unfamiliar danger. Construction activities shall not interfere with the normal court's operation, except as otherwise arranged with and approved by the court. The contractor shall take all necessary precautions for the safety of the court's and contractor's employees at and on the worksite and shall erect and properly maintain at all times all necessary safeguards for the protection of the public, employees and workman. The contractor shall post signs warning against hazards inland around the work site. Only authorized employees are allowed on the work sites. Family members or friends to the work site shall not be permitted.
- 2.11.1 The contractor shall report immediately to Information Technology representative the existence of unsafe condition(s) which will compromise the performance of the service.
- 2.12 Purchase Order(s): If awarded a contract as a result of the ITB, the contractor must have a hard copy of a purchase order issued by the Court's Purchasing Department **before** providing any goods and/or services. Any work performed that is not covered by a purchase order will be at the contractor's risk and expense. Failure to adhere to the policy will result in the immediate termination of said contract.

3.0 Question procedure

- 3.1 All questions pertaining to this Invitation to Bid, herein referred to as "ITB" shall be communicated electronically by e-mail to wai.yavrouian@courts.mo.gov.
- 3.2 All questions must be received by 5 p.m. on Monday, June 9, 2025 and will be answered in the form of an addendum. Answers will be sent to all perspective bidders by 5 p. m. on June 27, 2025.
- 3.3 Any communication by contractor with any other court employee regarding matters covered by this ITB during the solicitation and evaluation process are grounds for rejection of their bid.

4.0 Items to be included with your bid

- 4.1 Contractor's understanding of the Scope of Service. **Form A provided.**
- 4.2 Contractor's company details: Name, address, telephone number, point of contact, e-mail address, and website (if available). **Form B provided.**
- 4.3 Brief history of contractor's company to include qualifications and experience: Number of employees, number of employees to be assigned to this contract, and brief resume of management that will be assigned to this contract. **Form C provided.**
- 4.4 Affidavit - **Form D provided.**
- 4.5 References - **Form E provided.**
- 4.6 Pricing page - Provide pricing on contractor's letterhead or quotation sheet.
 - 4.6.1 List the following charges associated with each internet circuit.
 - 4.6.1.2 Monthly charges
 - 4.6.1.3 Installation charges
 - 4.6.1.4 Early termination charges
 - 4.6.1.5 Any other expenses not covered above

5.0 Evaluation process and award criteria

- 5.1 All bids received that are responsive to the scope of services, general conditions and other provisions of this ITB will be evaluated.
- 5.2 All responses to this ITB become the property of the court and will not be returned.
- 5.3 An evaluation committee made up of court employees will evaluate the bids and make a recommendation for award. The court is the sole judge of bids received and its decision shall be final.
- 5.4 The evaluation committee, at its sole discretion, may interview one, some, all or none of the responding bidders.
- 5.5 The court's evaluation committee will consider various factors when evaluating the bids, including, but not limited to:

- Understanding of Scope of Service - Form A 40 points
- Company details - Form B 5 points
- Company history - Form C 10 points
- Affidavit - Form D 10 points
- References - Form E 5 points
- Pricing page on contractor's letterhead or quotation sheet 30 points

Total points 100

5.6 Any evaluation criteria or weighting of criteria that is used as a tool to assist the court in selecting the best bid shall be in the best interest of the court. Evaluation scores or ranks alone do not create a right or expectation of a contract with the court.

5.7 Upon selection of the successful bidder, the 16th Judicial Circuit of Missouri and selected bidder (contractor) will negotiate and prepare an acceptable contract agreement that can be executed by both parties.

6.0 Qualifications of contractor: Contractor asserts that its employees are properly trained and certified to provide the services required under the resulting contract. Contractor shall provide proof of such training upon the written request of the court.

7.0 Terms and conditions

7.1 Termination: Failure to perform any or all of the terms, and/or conditions of the contract, including the scope of work, may be deemed a substantial breach thereof. Default may be for any of the following:

- a. In the sole opinion of the court, the contractor fails to perform adequately the services required in the contract;
- b. In the sole opinion of the court, the contractor attempts to impose on the court services that are not specified in the contract, or workmanship which is of an unacceptable quality;
- c. In the sole opinion of the court, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the court a positive indication that the contractor will not or cannot perform to the requirements of the contract.

7.2 Either party may cancel this contract by given written notice to the other party no later than 30 days in advance of a specified date of termination.

7.3 The court reserves the right to immediately terminate the contract for the convenience of the court and/or for good cause, without penalty or recourse.

7.3.1 The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the court prior to the termination.

- 7.4 Termination of the contract agreement may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the court. Notwithstanding the foregoing, the court shall pay the contractor for all services rendered up to the effective date of termination.

8.0 Invoicing

- 8.1 The contractor agrees to submit an invoice on a monthly basis no later than 15 days following the time for which services are provided.
- 8.2 The invoice shall state with specificity the description of the service being provided and the total amount of reimbursement due for the period of time in which services are being provided.

- 8.3 Invoices should be submitted to:

Accounts Payable
16th Judicial Circuit of Missouri
415 East 12th Street, 3rd Floor
Kansas City, Missouri 64106

Invoices may be submitted in a PDF format by e-mail to: circuit16ap@courts.mo.gov

- 8.4 The court pays on a NET30 basis.

- 9.0 Confidentiality: All information that the contractor may acquire from the court in conjunction with the contractor's services is confidential and is not to be transferred or disclosed to any other individual and/or agency without the specific, written consent of the court.
- 10.0 Severability: If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- 11.0 Governing law: The resulting contract shall be construed in accordance with the laws of the state of Missouri without regard to Missouri's choice of law rules and that Missouri shall be the forum state for all legal proceedings arising out of this agreement. This agreement is performable in the county of Jackson, state of Missouri.
- 12.0 Indemnification: The contractor and/or the applicable insurers shall assume all costs of any litigation claims, causes of action and suits (including reasonable attorney's fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the contractor, its employees, agents, independent contractors and/or staff assigned to the court pursuant to this agreement. The contractor also agrees to indemnify and hold the court, the 16th Judicial Circuit of Missouri, Jackson County Missouri, and the state of Missouri, and all their employees, agents, and representatives harmless for any and all liability, claims, demands, causes of action and suits (including reasonable attorney's fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the contractor, its employees, agents, independent contractors and/or staff assigned to the court pursuant to this agreement. Nothing in this contract will be deemed to constitute a waiver of the sovereign immunity of Jackson County Missouri, the state of Missouri, and/or the 16th Judicial Circuit of Missouri.

13.0 Other provisions

13.1 The resulting agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the contractor is an independent contractor. Further it is understood as follows:

13.1.1 The methods to be employed by the contractor will be decided upon by the contractor and not by the court. The court will not have any control over the contractor, except to perform according to the resulting agreement.

13.1.2 The contractor will pay any amounts due as a result of the Federal Insurance Contribution Act ("FICA"), the Federal Unemployment Act ("FUTA"), applicable federal, state and local income tax liabilities, and all workers' compensation laws, and will furnish proof of these payments in a reasonable form as requested by the court.

13.1.3 The court does not have mandatory rules of conduct for the contractor.

13.1.4 The contractor will not be treated as an employee with respect to the services performed under the resulting contract for federal, state, or local income tax purposes.

13.1.5 For reporting purposes, the contractor's social security number (SSN) or employer identification number (EIN) will be on a secured file.

13.2 All property belonging to the court, and used by the contractor, shall be returned to the court on demand and in no event later than the last day of the term of the resulting agreement and/or any subsequent contract renewal periods.

13.3 All notices permitted or required by the resulting agreement shall be deemed given when made in written form and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the other party at the address set forth in the resulting contract.

13.4 The court makes no representations that the contractor will receive any specific number of training session assignments, or the contractor will be the only source to provide services of this type. The assignment of training sessions to the contractor or any other person is within the sole discretion of the court.

13.5 The contractor cannot assign or subcontract any provisions of the resulting agreement without the express, written prior consent of the court.

14.0 Entire agreement: This bid, the resulting contract, and the terms and conditions in the courts' purchase orders, contain the entire agreement between the parties hereto with respect to the matters covered herein, and supersede all proposals and other communication of the parties hereto. No other agreements, representations, or warranties, oral or written, have been made or are being made by the parties to the resulting agreement.

15.0 Waiver: Waiver by either party of any term or condition of the resulting agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of the resulting agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

- 16.0 Right to work: Contractor certifies, by signing the resulting agreement, that contractor and its employees are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the court.
- 17.0 Anti-discrimination against Israel Act
- 17.1 Contractor is not currently engaged in and shall not, for the duration of any awarded contract, engage in a boycott of goods or services from the State of Israel.
 - 17.2 Contractor is not currently engaged in and shall not, for the duration of any awarded contract, engage in a boycott of companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel.
 - 17.3 Contractor is not currently engaged in and shall not, for the duration of any awarded contract, engage in a boycott of any persons or entities doing business in the State of Israel.
 - 17.4 This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

End of section

[illegible]

Date

Bid number 10008289 - Internet Service Provider

Company Details
Form B

Company name: _____

Physical address: _____

City: _____ State: _____ Zip Code: _____

Telephone number: _____

Payment address: _____

City: _____ State: _____ Zip Code: _____

Telephone number: _____

Website, if available: _____

Check one: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company

DBE Status

1. Minority Owned Business (MBE) ☐ Yes ☐ No
☐ African American ☐ Latino ☐ Native American ☐ Asian ☐ Pacific Islander
2. Woman Owned Business (WBE) ☐ Yes ☐ No
3. Small Business ☐ Yes ☐ No

Point of contact

Name: _____

Telephone number: _____

E-mail address: _____

Company Name	Authorized Signature	Print Name
	Return page	
		Date

Company History

Form C

Provide a brief history of contractor's company to include qualifications and experience: Number of employees, number of employees to be assigned to this contract, and brief resume of management that will be assigned to this contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Company Name	Authorized Signature	Print Name	Date

Return page

Affidavit
Form D

I, the undersigned, in and for the City of _____, County of _____,
State of _____ being duly sworn upon oath deposes and to the best of their knowledge
says that;

1. That I am the _____ (Title of affiant) of
_____ (Name of company) and have been
authorized by said company to make this affidavit on its behalf;

2. That no officer, agent or employee of the court is financially interested, directly or indirectly in what
the contractor is offering to provide to the court pursuant to this Invitation to Bid (ITB).

3. That if contractor were awarded any contract from the 16th Judicial Circuit of Missouri, no officer,
agent or employee of the 16th Judicial Circuit of Missouri would be pecuniarily interested in or receive any
benefit from the profit or emoluments of such;

4. That the company has not participated in collusion or committed any act in restraint of trade, directly
or indirectly, which bears upon anyone's response or lack of response to this ITB.

5. The company certifies and warrants that contractor or contractor's firm/organization is not listed on
the General Services Administration's Report of Debarred and/or Suspended Parties.

6. That all employee's assigned to do work for the 16th Judicial Circuit of Missouri are legally eligible
to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of
1996 ("IIRIRA 96") and INA Section 274A of the federal government."

7. The company certifies and affirms its enrollment and participation in a federal work authorization
program with respect to the employees working in connection with the contracted services.

8. It is our understanding that all informational materials and files reviewed which have been provided
on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is
agreed that information shall not be shared or discussed with any persons outside the 16th Judicial Circuit
of Missouri without the express written consent of the 16th Judicial Circuit of Missouri. In the event there is
reason to believe that the confidentiality of this information has been breached, the Court Administrator
shall be notified immediately.

_____ (Name of company)

By: _____ (Signature of affiant)

_____ (Title of affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the County of _____

State of _____

(Seal)

My commission expires: _____

Return page

References
Form E

- 1) Company name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact name: _____ Telephone number: _____
How long have you had this customer: _____
- 2) Company name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact name: _____ Telephone number: _____
How long have you had this customer: _____
- 3) Company name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact name: _____ Telephone number: _____
How long have you had this customer: _____
- 4) Company name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact name: _____ Telephone number: _____
How long have you had this customer: _____

_____	_____	_____	_____
Company Name	Authorized Signature	Print Name	Date

Return page