

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? Yes No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested

by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,

2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,

3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2019.

Notary Public

My Commission expires: _____

WARREN COUNTY, OHIO

REQUEST FOR SEALED PROPOSALS

INTERNET SERVICE BANDWIDTH AND BGP UPGRADE

June 27, 2019



WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

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1.

**NOTICE TO PROVIDERS
REQUEST FOR SEALED PROPOSALS FOR
Internet Service Bandwidth and BGP Upgrade**

Pursuant to Section 307.862 of the Ohio Revised Code, the Warren County Board of Commissioners is seeking proposals for Internet Service Bandwidth Upgrade. The system will operate within Warren County Telecommunications and provide capabilities within this RFP. This Request for Proposal (RFP) encompasses installation, setup, configuration, and support and maintenance services for the Warren County, Ohio Internet Service with BGP.

The deadline for receipt of proposals is July 30th, 2019 at the location listed below. Service and cost proposal packages should be submitted, consisting of one (1) signed original and two (2) electronic copies (PDF format) in sealed envelopes labeled "Internet Service Bandwidth and BGP Upgrade for the Warren County Board of Commissioners" and sent to the Point of Contact at:

Attention: Paul Kindell
Warren County Telecommunications
500 Justice Drive
Lebanon, OH 45036

Letters should include a contact name, address, phone number, and email.

The Warren County Board of Commissioners will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposal packages are available by contacting Paul Kindell, Warren County Telecommunications Department, 513-695-1318 or via email paul.kindell@wcoh.net. Warren County, Ohio invites all qualified Vendors to submit a proposal.

Warren County reserves the right to reject any proposal which takes exception to any terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Warren County considers excessive compared to existing market conditions, or determines it exceeds the available funds of Warren County.

Warren County reserves the right to reject, in whole or in part, any proposal that Warren County has determined, using the factors and criteria Warren County develops, would not be in the best interest of the County.

Warren County may conduct discussions with Offeror(s) who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

All proposals are confidential until the project has been awarded or after all proposals have been rejected. After such time and as a public entity, Warren County is required to make the responses publicly available. All responses, including those containing proprietary

information may be subject to release under the Ohio Public Records Law.

The Warren County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time.

The Warren County Board of Commissioners are an equal opportunity employer.

2. Definitions as used herein

- a. The term "Request for Proposal" (RFP) means a solicitation of a formal sealed proposal per Ohio Revised Code 307.862. <http://codes.ohio.gov/orc/307.862>
- b. The terms "Proposal and Offer" means the price and services offered by the Respondent in response to this RFP.
- c. The terms "Respondent," or "Offeror" means the company responding to this RFP.
- d. The term "Vendor" refers to the Respondent(s)/Offeror(s) selected by the Warren County Board of Commissioners to perform service under this contract.
- e. The term "Agency," "County" or "Contracting Authority" means the Warren County Board of Commissioners.
- f. The term "Contract" means the legally binding agreement between the Warren County Board of Commissioners and the successful Offeror (Contractor) to perform the services described in this RFP.

3. CONTACT PERSON

Questions regarding the RFP or requests for information or clarification MUST BE EMAILED to the Warren County Point of Contact, Paul Kindell, Warren County Telecommunications Department, 500 Justice Drive, Lebanon, Ohio 45036, paul.kindell@wcoh.net.

Any questions emailed to the Point of Contact will be sent out to an email list of all Vendors.

NO QUESTIONS WILL BE ANSWERED BY TELEPHONE.

Any vendor that seeks information or clarifications from anyone other than the designated point of contact may be excluded from the RFP process.

No requests for information will be considered after July 23rd, 2019

4. Tentative RFP Schedule

The latest updates and corrections to the schedule will be provided via email for those who request updates through the Warren County Point of Contact.

July 9th, 2019 - Legislation passed by the Warren County Board of Commissioners authorizing the advertisement for Internet Service Bandwidth Upgrade.

July 14th, 2019 - Advertise through the news media that Warren County is accepting proposals and that the Request for Proposal packets are available through the Warren County Point of Contact, Paul Kindell paul.kindell@wcoh.net

July 23, 2019 - Last day for questions

July 30th, 2019 - Deadline for submittal of proposals to the Warren County Board of Commissioners.

Possible Vendor discussions prior to final ranking may be required at a date to be determined.

Vendor negotiations after final ranking and approval from the Warren County BOCC to proceed will be at a date to be determined.

All vendors will be notified once dates are determined.

Warren County to notify Contractor of the award of contract at date to be determined once all proposals have been collected and any/all discussions have been completed.

All vendors will be notified once the contract has been awarded.

5. Information to Vendors

5.1 Project Overview/Scope of Work

Through this RFP, Warren County is seeking **two qualified Vendors** to install, setup, and deliver symmetrical, robust and redundant BGP Internet Service **at two separate locations** within Warren County.

One Vendor at the primary location, the other Vendor at the secondary location.

PRIMARY LOCATION: The primary location is 500 Justice Drive Lebanon, Ohio 45036 in the Lower Level Telecommunications Department.

BACKUP LOCATION: The backup location is 360 East Lytle-Five Points Road Centerville, Ohio 45458.

The service period shall to be priced for a 1, 3, & 5-year term.

In order to achieve maximum reliability, no single vendor will be awarded both locations and, no vendor shall have any facilities in common with or dependent on, the other selected vendor.

5.2 Questions and Answers

It is the responsibility of the vendor to read and understand all parts of the RFP. All correspondence shall be via email to the Warren County Point of Contact.

All Vendors must register with the Warren County Point of Contact to be included in the question and answers email distribution list. All questions and answers, clarifications, changes in specifications, updates, and announcements will be echoed out to all that are registered on the list.

Warren County Point of Contact is Paul Kindell, paul.kindell@wcoh.net.

Questions asked by one Vendor will be answered and distributed to the entire email list to ensure all respondents are getting the same information at the same time.

Information provided in the "Q&A Emails" may override or change the specifications in the RFP.

It is the vendors' responsibility to sign up for the email list and ensure their response to this RFP is current with the information provided in the Q&A emails.

Questions received after the date/time specified in the project schedule page of this document will not be considered. Only questions answered by email shall be binding and no oral interpretations will be given. If the Vendor's response is incomplete, or does not follow all RFP instructions, or does not meet specifications of any part of the RFP document; that Vendor's response may be rejected with no penalty to Warren County.

5.3 Proposal Openings

Sealed proposals will be opened in private and evaluated for completeness and compliance with submission requirements per ORC 307.862, <http://codes.ohio.gov/orc/307.862>.

Submissions not meeting the requirements will be excluded from consideration. Complete submissions meeting the requirements will be turned over to the RFP evaluation committee for review. Once the committee have reviewed and ranked the vendors, Warren County will begin negotiations with the top ranked vendor. Negotiations with lower ranked vendors may be subsequently conducted per the procedure detailed in ORC 307.862.

5.4 Your Best Offer First

Per ORC 307.862 no Vendor pricing will be shared until after the contract has been awarded.

Follow-up pricing, pricing after award or, “hey I can beat his price,” will not be accepted.

If you feel you can offer a lower price and you want the contract, offer your best price first with your one AND ONLY ONE bidding opportunity.

6. Proposals

6.1 Legibility and Organization

Proposals must be typed or printed, must be written in English, and must be legible and reasonably organized. Pages must be consecutively numbered. **Each requirement in the RFP shall be marked as the vendor is “Compliant” with the requirement, “Exception” is taken with the requirement and an explanation of why they must take exception, or “Non-Compliant” that the Vendor or system is not compliant with the requirement.**

A Microsoft Word copy of the RFP will be provided so the vendor can respond to each requirement within the document.

6.2 Completeness of Response

Vendors must include responses to all of the provisions and items of this RFP using the RFP Response Form. To be considered responsive, the Vendor must submit a complete proposal that satisfies all requirements stated in this RFP.

6.3 Abbreviated Responses

Simple concurrence or acknowledgement to items not needing a specific Vendor statement may be used. However, simple concurrence or acknowledgement of items that do require a specific Vendor statement, explanation, or supporting materials may be considered non-responsive.

6.4 Vendor Responsible for Completeness of Response

Before submitting proposals, each Vendor is requested to carefully consider the amount, character, and timeline of the work to be done as well as the difficulties involved in its proper execution. The Vendor shall include in the proposal all costs deemed necessary to cover all contingencies essential to successfully procuring, installing and maintaining the system. Any cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon, in writing. No claims for compensation shall be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the Vendor.

6.5 Problem Resolution Escalation Information

The Vendor must provide a problem resolution escalation chart or a list indicating the order of contacts to be made in efforts to resolve all issues or problems with any aspect of the contract conditions.

6.6 Copies

Each vendor response shall include one (1) signed original; and two (2) electronic copies (PDF format), each on its own individual USB drive.

6.7 Signatures

Each hard copy of the proposal shall contain an original signature by a duly authorized representative who may legally bind the company.

- a. Corporations: Signature of an official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If the proposal is signed by all partners, no authorization is required.
- c. Individual: No authorization is needed.
- d. All manual signatures must have the name typed (or inserted by word processing) directly under line of signature and each signature must be witnessed.

6.8 Proposal Format

It is essential that Warren County be able to easily match a Vendor's response with this RFP's requirements for information. Where asked, indicate compliance and/or note any exceptions to the requirements and provide responses to the listed questions. Service and cost proposal packages should be submitted, consisting of one (1) signed original and two (2) electronic copies (PDF format), each on its own individual USB drive. All packages should be in sealed envelopes labeled "INTERNET SERVICE AND BGP UPGRADE for the Warren County Board of Commissioners." Digital versions of any charts, tables, spreadsheets, and single line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included in the sealed proposal. Electronic copies of brochures, pre-printed technical documents, and blank contract agreements are required.

Failure to provide a complete response may be grounds for rejection. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. Elaborate or unnecessarily lengthy documents are discouraged. In addition, non-requested information unrelated to the specific proposed solution, such as marketing or customer write-ups, is discouraged.

7. Selection Criteria

7.1 Evaluation Committee

An evaluation committee will be formed to determine if the proposal is in the best interest of Warren County and rank the proposals according to their ranking plan.

The Committee members will be employees of the Warren County Telecommunications Department and Warren County Auditor's Office of Information Technology.

7.2 Preliminary Evaluations

Warren County will initially check the proposals to validate all information required to conform to this RFP is included. Absence of required information will be cause for rejection.

This first round of proposal evaluations will reject all proposals that fail to meet the mandatory requirements of the RFP or in any way demonstrate the inability of the vendor to deliver the quality of services required.

The Committee members will individually evaluate the remaining proposals for performance requirements, design compliance with the RFP, technical merit, and cost.

The Committee will meet to rank the proposals and may request the top responses for Vendor discussions.

7.3 Vendor Discussions

Proposals deemed acceptable may be scheduled for vendor discussion to obtain additional information such as features, and services included in their proposal, network design, etc.

Vendors that are asked but do not appear for discussions may be rejected from the selection process.

Not all vendors will be asked to discuss their proposal. Based on the number of proposals received, it may not be possible to allow everyone to meet. If later negotiations do not achieve an acceptable vendor, a second round of vendor meetings may be scheduled.

Scheduling will be at Warren County's discretion.

Each finalist may be asked to appear up to 1 hour for the meeting.

At no time during discussions can pricing be discussed. Negotiations may be conducted at a later time per ORC 307.862.

7.4 Final Evaluation Method

The evaluation committee will evaluate the system using the criteria listed below and rank the vendors and systems based on their score after any scheduled discussions. The committee will make their recommendation to the Warren County Board of Commissioners.

The Warren County Board of Commissioners may at their discretion, require additional steps before the Project Contract is awarded.

The Committee shall evaluate using the following criteria:

1. **Robustness and reliability of design meets technical requirements, functionality. (20%)**
 - The County desires to acquire a superior, secure, redundant, and reliable Internet service.
 - The quality of the system(s) proposed, ease of operation, ease of servicing and conformance to industry standards. Nearness to Internet backbone, emergency power, bandwidth to backbone; number of paths to backbone. Is our proposed network part of a ring? Does the vendor have the ability to route around the interruption?
 - Network design with respect to number of hops to major Internet peering points.
 - Additional system functions or capabilities beyond the specified requirements, but pertinent to Warren County's use of the system, to meet the best interests of Warren County.
 - Ability to supply IP Addresses.
 - Ability to implement BGP.

2. **Vendor Qualifications (20%) past performance, industry reputation, financials.**
 - Reseller or service provider?
 - The ability, capacity and skill of the Vendor to provide the goods and services required. This includes the character, integrity, reputation, judgment, experience and efficiency of the Vendor, including the quality of the proposal document and the Vendor's performance on similar contracts. Was a reasonable schedule submitted?

3. Maintenance and Support. (20%)

- The County is seeking reliable 24/7/365 support and maintenance.
- Does the vendor notify its customers prior to performing maintenance?
- Warren County is also seeking a solution that provides up-to-date patches, updates, and upgrades to meet today's security and networking needs.
- Support issues need to take in account training, maintenance capabilities, response times for outages, and service and maintenance issues including capacity, capability and future options.
- Direct Support by the Service Provider Support is highly desired.
- Help desk options and support operations located inside the United States is desired.

4. Price. (40%)

- The County will carefully analyze the 1, 3, and 5-year costs for all products and services considered or proposed.
- Year one costs will not be the only determining factor in scoring price.

8. RFP Terms and Conditions

8.1 Right to Reject/Accept Proposals

Warren County reserves the right to accept any proposal or, at its discretion, reject any or all proposals for whatever reason it deems appropriate, even after notification to the Vendor that it has been selected, but prior to the execution of a binding contract. Warren County reserves the right to accept all or any part of a Vendor's proposal.

8.2 Right to Modify Proposals

With the concurrence of the Vendor, Warren County reserves the right to modify minor irregularities in proposals received. Warren County also reserves the right to modify a Vendor's proposal(s) to change the quantities of equipment or features to be furnished in order to reflect changes that may have occurred after release of the RFP.

If discrepancies between sections or other errors are found in a proposal, Warren County may reject the proposal; however, Warren County may, at its sole option, correct any arithmetical error in extended price calculations or in the addition of line items. Vendors are responsible for all errors or omissions in their proposals, and any such errors or omissions shall not serve to diminish their obligations to Warren County.

8.3 Warren County Not Responsible for Proposal Expenses

Receipt of a proposal does not obligate Warren County to pay any expenses incurred by the Vendor in the preparation of its proposal or obligate Warren County in any other respect.

8.4 Warren County's Right to Modify Specifications

Warren County reserves the right to modify the specifications contained herein at any time during the proposal period. No modification or interpretation of the specifications other than through the issuance of addenda shall be binding upon Warren County. Vendors must notify Warren County as soon as possible of any omissions or errors in the specifications so corrective addenda may be issued.

Corrections and updates to the specifications are distributed through the Q&A email list.

8.5 Alternatives to Specification

Alternatives to the specification are encouraged and will be reviewed and evaluated but, only if they are in addition to, and not in place of Warren County's stated requirements. Any exception must be clearly specified as such and Warren County reserves the right to reject any proposal that does not comply with this instruction.

Alternatives are recommended to be listed as an option to remain compliant to the RFP.

Vendors may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package that can be considered independently of any other proposals from the same Vendor. Vendors may also include options as independent line items so long as they are priced separately and can be easily added or deleted from the final pricing.

8.6 Clarifications

Warren County reserves the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Vendor to respond to a request for additional information or clarification may result in rejection of the Vendor's proposal. Warren County's retention of this right shall in no way reduce the responsibility of Vendors to submit complete, accurate and clear proposals.

8.7 Guarantee

The Vendor shall guarantee for the life of the contract field support, system maintenance, and preventative maintenance as necessary to protect the system from interruption, outages, or failures.

8.8 Restricted Communications

During the period from publication of this RFP until contract is awarded, all questions regarding the RFP, the Contract, or any aspect of this project shall be directed to the specified point of contact (see Contact Information selection of the document) at Warren County. Conversations with persons other than designated contacts about any aspect of the RFP, proposal, contract, or project may be ground for rejection of the respective proposal.

8.9 Distribution of Questions and Answers

All addendums and questions and answers will be emailed out via the Warren County Point of Contact. Answers to questions will be emailed out to the entire distribution list.

8.10 Confidentiality/ Publicity

All materials received relative to this RFP will be kept confidential until the contract is awarded, at which time all materials received will be available to the public. Warren County will attempt to provide Vendor with reasonable notice that proprietary information of Vendor has been requested prior to disclosing such information to the requester.

Any proprietary information contained in the proposal must be designated clearly and should be labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal.

Vendors should be aware that Warren County is required by law to make its records available for public inspection, with certain exceptions. The Vendor, by submission of materials marked "Proprietary Information," acknowledges and agrees that Warren County shall have no obligation or liability to the Vendor in the event that either is required by a court of competent jurisdiction to disclose these materials.

All proposals and materials become the property of Warren County upon receipt.

8.11 RFP, Proposals and Acceptance Do Not Obligate

The parties agree they will not consider either the distribution of this RFP, or receipt of Vendors' proposal(s) by Warren County or even notification of proposal acceptance by Warren County, as an obligation or commitment by Warren County to either purchase equipment from the Vendor or to enter a contractual agreement. Rather, the parties understand Warren County will have no binding obligation until it signs the Contract approved by its legal counsel.

8.12 Minority Subcontractors and Suppliers

Vendors are urged to utilize the services of minority subcontractors and suppliers where possible in the pursuance of this project.

8.13 Non-Disclosure

Any diagrams, drawings, or any, and all documentation contained within this RFP; or provided during the procurement process regarding Warren County Telecommunications existing network systems, communications, computer, electrical, mechanical, or security systems are considered Infrastructure Records or Security Records as defined by Section 149.433 of the Ohio Revised Code. These records are exempt from public record and must remain confidential. By submitting a proposal the proposer acknowledges the confidential nature of these records and agrees not to disclose any such record. Further, the selected vendor will be required to sign a non-disclosure agreement for these purposes.

9. Contract Terms and Conditions

9.1 Governing Laws & Venue

If the Vendor submits standard terms and conditions with its proposal, and if any of those terms and conditions are in conflict with the laws of the State of Ohio, the laws of the State of Ohio shall govern. Vendor agrees that any action at law or in equity arising out of or relating to these Terms shall be filed only in the applicable state or federal courts located in and for Warren County, Ohio and Vendor hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action

9.2 Non-Performance

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages will be claimed by Warren County. Warren County may terminate the Agreement and be relieved of the payment of any consideration to the Vendor should the Vendor fail to perform as required by the Agreement. In the event of such termination Warren County may proceed with the work in any manner it deems proper. The cost to Warren County shall be deducted from any sum due the Vendor under the Agreement.

9.3 Contract Components

The RFP, written questions, answers to questions, Vendor's proposal, and other documents associated with this proposal shall become part of the final contract.

9.4 Precedence of Conflict Resolution

In the event of a conflict, the order of precedence to resolve the conflict is as follows: Ohio State law, the terms and conditions of the signed Contract, the terms and conditions of this RFP, and last, the Vendor's proposal.

9.5 Contract Responsibilities for Warren County

The Vendor shall clearly define, in writing, the expected responsibilities of Warren County during the course of the Contract.

9.6 Failure to Conform

Warren County reserves the right to stop work in progress that does not conform to industry standards or does not meet manufacturer's installation criteria, or the specifications and standards set forth in this RFP. Warren County will report discrepancies to the Vendor in writing. The Vendor will respond to county representatives in writing within 24 hours to determine a plan of action.

9.7 Rejected Work

If work is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing. If the Vendor does not take action to repair, remove or replace rejected material within ten (10) calendar days after receipt of written notice, Warren County reserves the right to remove and replace such work. The Vendor shall be responsible for all expenses and costs associated with this remediation work.

9.8 Escalation and Penalties

Vendor shall describe escalation procedures if problems are not resolved according to these maintenance specifications. The Vendor shall detail the consideration or remediation it intends to provide Warren County in the event it does not meet these specifications.

9.9 Changes to Contract

During the course of the Contract, either party may issue requests for changes in the Contract terms. This shall take the form of a Change Order, which, if accepted by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of Warren County, a need for immediate action exists, the Vendor may be directed to proceed on a time and materials basis with the proposed change. In no event, shall changes involving extra cost to Warren County be allowed to proceed without prior written approval.

9.10 RFP Specification Response

Specifications outlined in the vendors response to the RFP; shall become part of the contract with the vendor as requirements.

9.11 Materials and Warranties

All materials provided under the contract must be newly manufactured and carry the manufacturers original warranty, unless otherwise specified in writing.

All materials must be unaltered and conform to the manufacturer's official published specifications. The warranty shall begin on the date of system acceptance and remain in effect for the full manufacturer's standard product warranty period. Maintenance rates shall be updated to include provisions of all offered warranties.

During the warranty period, the Vendor shall agree to repair, adjust, and/or replace (as determined by Warren County to be in its best interest) any defective materials or other parts of the system at the Vendor and/or manufacturers' sole cost. Warren County shall incur no costs for service, travel, labor, or replacement cost of parts during the warranty period.

The Vendor will be the sole point of contact with respect to warranty issues.

9.12 Respondent as Prime

The respondent to this RFP shall be considered the primary Vendor and shall assume total responsibility for meeting all terms and conditions of the contract including standards of service, quality of materials and workmanship, costs and schedules.

9.13 Subcontractor Approval

Warren County reserves the right to approve subcontractors; the primary Vendor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s).

9.14 Subcontractor Disputes

Any dispute arising between the primary Vendor and its subcontractors or between subcontractors must be resolved without involvement of any kind on the part of Warren County and without detrimental impact on the delivery of the contracted goods and services.

9.15 Valid License

Only proposals from Vendors licensed to do business in the State of Ohio will be considered.

9.16 Legal Compliance

During the course of work for Warren County, Vendors, sub-contractors, and their employees are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations. This includes, but is not limited to wiring done on premises subject to inspection by authorities having jurisdiction. The Vendor shall take all required actions to comply with authorities having jurisdiction over inspection requirements.

9.17 Liability

The successful proposer shall agree to indemnify and hold harmless the County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this Agreement, if such injury, loss, or damage is due to the negligence of the respondent, any subcontractor of the respondent, or any officer, employee, or agent of the respondent.

9.18 Safety Considerations

The Vendor shall be responsible for compliance with all relevant State and Federal workplace safety requirements to include compliance with Warren County safety directives and policies. The Vendor shall be responsible for ensuring its employees are trained in the safety procedures appropriate to assigned work.

The Vendor agrees to indemnify, defend and hold harmless the State of Ohio, Warren County, its Board of Commissioners, officers, agents, and employees, from any and all claims and losses accruing or resulting to any property, facilities or equipment, person, firm or corporation that may be injured or damaged by the Vendor, its subcontractors, material men, employees, officers, or agents in the performance of this contract. The Vendor shall provide necessary worker's compensation insurance at Vendor's own cost and expense.

9.19 Drug Use Policy

Use of illegal drugs, alcohol, or controlled substances on premises is strictly prohibited. Working on this project while under the influence of drugs or alcohol is strictly prohibited and will be grounds for removal of the offending employee from the project.

9.20 Harassment, Discrimination, Fraternalization

Any form of harassment, discrimination, or improper fraternization with employees is strictly prohibited and will be grounds for removal of the offending employee from the project.

9.21 Unprofessional Behavior

Use of profanity or other behaviors inconsistent with professionalism by Vendor or subcontractor employees will be grounds for removal of the offending employee from the project.

9.22 Attire

All Vendor employees must be properly attired while on Warren County properties, failure will be grounds for removal of the offending employee from the project.

9.23 Identification Badges

All Vendor employees must wear Vendor identification badges while on properties.

9.24 Collective Bargaining

Labor unions involved in any collective bargaining agreements covering any Vendors' employees who will be working on premises must be specified.

9.25 Building Access

Vendor and/or subcontractor(s) shall get initial clearance from Warren County Point of Contact before entering any building to perform work assignments.

9.26 Patent Infringements

The Vendor shall agree to indemnify Warren County with respect to any legal suit, claim, or proceeding, which may be brought against it claiming the use of the proposed system constitutes an infringement of any patent or trade secret. The Vendor shall further agree to defend Warren County against any such claims and to pay all litigation costs, attorneys' fees, settlement payments, and any damages awarded or resulting from any such claims.

9.27 Segmentation of Award

Should Warren County proceed with the project described in this RFP; the contract award will be split across two respondents. A single contract for all services will be awarded for each location.

9.28 Non-Collusion

The Vendor shall certify his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Proposal.

9.29 Codes and Standards

It shall be the responsibility of the Vendor to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to insure conformance with those codes and agencies. At a minimum, the execution of this RFP and all acts of the Vendor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- a. Federal Communications Commission (FCC)
- b. OSHA
- c. Electronic Industries Association (EIA)
- d. NENA
- e. National Institute of Standards and Technology (NIST)
- f. Telecommunications Industry Association (TIA)
- g. American National Standards Institute (ANSI)
- h. National and Local Electrical Codes, including NFPA 70
- i. BICSI Telecommunications Distribution Standards
- j. Communications Assistance for Law Enforcement Act, including 2005 regulatory postings
- k. Ohio Department of Labor
- l. State and Federal Anti-Discrimination Law
- m. Others having jurisdiction

9.30 Project Management

All proposals shall provide a comprehensive project management plan and schedule for the entire project. The vendor shall provide a reasonable and attainable system installation schedule based upon major activities that will occur after the contract is awarded. This will include project and site milestones, testing, training and system implementation completion.

A Project Manager will be provided by and assigned to the project by the Vendor. The Project Manager shall act as the single point of contact for the Vendor. The Project Manager shall schedule and conduct regular project meetings with the Warren County Point of Contact to provide updates to the project. The Project Manager shall keep and distribute meeting minutes outlining the meetings including action item take a ways. The Project Manager shall keep a list of all items and issues that are being worked through during the project and the items and issues that need to be resolved in order to complete the project, i.e. a Punch List.

9.31 Payment Schedule

Warren County will not provide a down payment or non-re-occurring (Installation) charges as part of payment terms.

Payment for services will begin after final acceptance.

9.32 Final System Acceptance

Once the installation has been completed, acceptance testing shall be performed upon the system following its cutover.

Prior to testing, the Vendor will provide Warren County with the Final Acceptance Test Plan for review and modification. Once Warren County and the Vendor agree on the Final Acceptance Test Plan, the testing may be scheduled with Warren County.

The test and verification period, if successful, shall consist of thirty consecutive days of normal traffic load with no major component failures, no major alarms, no major system/network impairments, or outage conditions.

Warren County shall accept the installed system by Warren County Board of Commissioner's Resolution after receipt of a signed letter of official system certification from the Vendor that includes successful acceptance test results.

10. General Requirements

With submission of a proposal, the Vendor understands and agrees to the following:

- 1. No portion of the services provided to the primary location may overlap with, or share, the services provided by the secondary location's vendor.**
- 2. There shall be no single point of failure that will take down services to both locations, primary or secondary.**
3. If a vendor is aware of a single point of failure in the design of the network, it must disclose that information as soon as it is known.
4. In the event of a regional power outage, the vendor shall disclose how long they can maintain services after the outage begins.
5. Routine maintenance outages shall be coordinated at least 36 hours in advanced with Warren County.
6. Emergency maintenance outages shall be notified by email as soon as possible.
7. Vendor supplied end equipment with high availability such as internal redundant processors, and redundant power supplies, is highly desired.
8. A dashboard or portal to view utilization reports is highly desired.
9. Ability to provide QOS services to limit/police bandwidth is highly desired.
10. Permits such as access to utility poles are the responsibility of the vendor.
11. Service terms shall be priced for 1 year, 3 years, and 5 years.
12. Speeds shall be priced for 500MB and 1GB symmetrical service.
13. Warren County will provide UPS & Generator Power for all vendor equipment at both Warren County locations.

11. Technical Requirements

1. The circuit provided by the Vendors shall utilize fiber optic connections via SFP ports. The SFP modules shall be supplied by vendor.
2. Fiber SFP shall be single mode fiber with LC connectors.
3. The termination equipment provided by the Vendors shall be rack mountable.
4. Warren County requires two blocks of usable iP addresses at the primary location. One block of 126 usable addresses for the Telecommunications Department. A second block of 126 usable iP addresses for the Auditor's Office.
5. Warren County requires a block of 126 usable iP addresses at the secondary location.
6. The service provided at both locations shall support Boarder Gateway Protocol (BGP).
7. The Vendor that receives the contract for the Primary Location shall take the lead in BGP configuration and implementation.
8. The Vendor that receives the contract for the Primary Location shall take the lead in assisting Warren County in BGP AS Number Registration.
9. Vendor shall provide service as a Telecommunications Service Priority (**TSP**) circuit.
10. The Vendor that receives the contract for the Primary Location shall provide a test plan and schedule testing of the BGP implementation.
11. Vendors shall provide DNS Hosting. A portal or dashboard for self-maintaining DNS entries is highly desired. (Vendor must specify how DNS changes are made)
12. The vendor shall provide an implementation schedule/time line it requires to complete installation of services and the expected date of go live for testing.
13. Resellers of internet service shall disclose the vendor and network they are reselling.

12. Vendor Information

12.1 Required Contact Information

All proposals must be accompanied by a cover letter, signed by an officer of the responding company, which states that the information contained within the proposal is accurate and complete. The Vendor shall state how much time will be required from notification of the award until start-up.

At a minimum, the Vendor must provide the name, office address, telephone number, and email addresses for each individual below.

a. COMPANY OFFICIALS

Provide the names of Company Officials or corporate officers.

b. ACCOUNT MANAGER

List executive(s) that will be responsible for managing the business relationship between the Vendor and Warren County.

c. PROJECT MANAGER

List the Person that will be responsible for the project management of the implementation of the system. List years of experience and past similar projects

d. SYSTEM ENGINEER

List the person(s) who will be responsible for the technical response in the proposal and the overall system design. List year of experience, past projects, and education background.

e. SUPPORT MANAGER

List the person(s) who will be responsible for the technical support after system go-live and their primary business location.

The vendor must supply the location of support teams for business hours and after-hours support. Vendor provided support from outside of the United States must be explained in detail.

12.2 Subcontractors

Vendors shall provide the names, addresses, and contact information (as above) for each subcontractor to be employed in the execution of the contract. Include a brief background on each subcontractor involved, description of the subcontractor's activities, and three references of work similar to that which they would be performing as subcontractor on this project.

12.3 Vendor Background Information

Provide the following information:

- a. Parent Company (if applicable)
- b. Organizational Type/Structure
- c. State of incorporation

- d. Federal Identification Number
- e. Business License Number
- f. Vendor Experience
 - 1. Years company in business in the state of Ohio
 - 2. Years firm has represented the equipment manufacturer
 - 3. Number of systems installed by the proposing office, same model
 - 4. Other products/manufacturers represented
 - 5. Additional background information (optional)

12.4 References

The Vendor must provide at least two (2) references with similar size systems and scope of this RFP that were installed in the past 3 years. The Vendor shall include the customer's name, a contact name, telephone number, customer location, and email address for each reference.

12.5 Qualifications

The Vendor shall declare if they are a supplier of services or reseller of services. If the vendor is a re-seller of services, they must declare what services they are reselling and the vendor they are using to supply and deliver those services.

Resellers of services must lay out a detailed support plan on obtaining support for re-sold services.

12.6 Additional Information

Warren County reserves the right to request and/or obtain additional information as required.

12.7 Additional Affidavits

Included with the RFP packet are additional affidavits that must be filled out, and signed as part of the proposal package:

1. Non-Collusion of Affidavit of Prime Proposer
2. Affidavit in Compliance with Section 5719.042 and 9.24 Ohio Revised Code
3. Affidavit in Compliance with Section 3517.13 of the Ohio revised Code
4. Certificate of Compliance Non-Discrimination and Equal Employment Opportunity
5. Findings for Recovery

12.8 Liability Insurance

Vendor shall maintain Commercial General Liability coverage, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of the Agreement. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 per occurrence/aggregate. Vendor shall provide a certificate of insurance evidencing such coverage upon request from Warren County.

12.9 Financial Stability

Warren County may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to Warren County within 48 hours:

- a. The name of any owner or co-owner, equity of each co-owner or corporate offices of the entity submitting the bid, and the name, address, and business telephone number of each such person.
- b. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.

12.10 Investigation of Bidders

Warren County may make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.

Warren County reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.

13 RFP Response Form

13.1 Primary Location

500 Justice Drive Lebanon, Ohio 45036

Responders must check one of the following boxes

My company is a provider of the proposed services

My company is a reseller of the proposed services

Non-Re-occurring Costs (Install Costs) \$ 0

Total cost per month at 500 Mb with a 12-month contract \$ _____

Total cost per month at 500 Mb with a 36-month contract \$ _____

Total cost per month at 500 Mb with a 60-month contract \$ _____

Total cost per month at 1Gb with a 12-month contract \$ _____

Total cost per month at 1Gb with a 36-month contract \$ _____

Total cost per month at 1Gb with a 60-month contract \$ _____

Additional Costs Total \$ _____

Please specify and itemize each cost below:

13.2 Secondary Location

360 E. Lytle Five Points Road, Centerville, Ohio 45458

Responders must check one of the following boxes

My company is a provider of the proposed services

My company is a reseller of the proposed services

Non-Re-occurring Costs (Install Costs) \$ 0

Total cost per month at 500 Mb with a 12-month contract \$ _____

Total cost per month at 500 Mb with a 36-month contract \$ _____

Total cost per month at 500 Mb with a 60-month contract \$ _____

Total cost per month at 1Gb with a 12-month contract \$ _____

Total cost per month at 1Gb with a 36-month contract \$ _____

Total cost per month at 1Gb with a 60-month contract \$ _____

Additional Costs Total \$ _____

Please specify and itemize each cost below:

14. Exceptions

Vendors shall list all exceptions to the RFP here:



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

**REQUEST FOR PROPOSALS FOR INTERNET SERVICE BANDWIDTH AND BGP
UPGRADE**

Sealed proposals for the Internet Service Bandwidth and BGP Upgrade will be received by the Warren County Telecommunications Department, Warren County, Ohio, 500 Justice Drive, Lebanon, Ohio, 45036, until 12:00 p.m., July 30, 2018.

Proposal documents may be obtained from the Telecommunications Department, 500 Justice Drive, Lebanon, Ohio, 45036 or by emailing paul.kindell@wcioh.net request. Questions regarding the proposal documents should be directed to Paul Kindell, Warren County Telecommunications Department, at 513-695-1318.

This notice is posted on the Warren County Government internet site. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Please contact the Warren County Commissioners at 513-695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our website.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk