



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

*406 Justice Drive, Lebanon, Ohio 45036*

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*Telephone (513) 695-1250*

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***TOM GROSSMANN  
SHANNON JONES  
DAVID G. YOUNG***

**ENTER INTO AN AGREEMENT WITH CBTS TECHNOLOGY SOLUTIONS, INC. FOR ENTERPRISE BACKUP SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, pursuant to Resolution #23-0220, adopted February 21, 2023, this Board authorized the initiation of negotiations with CBTS Technology Solutions, LLC, for Enterprise Backup System relative to Warren County Telecommunications; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with CBTS Technology Solutions, LLC, 221 East Fourth Street, Cincinnati, Ohio 45202 for Enterprise Backup System for Warren County Telecommunications; for a total price of \$256,606.27 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution, being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

**BOARD OF COUNTY COMMISSIONERS**

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Tina Osborne, Clerk

KP/

cc: c/a—CBTS Technology Solutions, LLC  
Telecom (file)



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**TOM GROSSMANN**  
**SHANNON JONES**  
**DAVID G. YOUNG**

**AUTHORIZE THE TELECOMMUNICATIONS DEPARTMENT TO INITIATE CONTRACT NEGOTIATIONS WITH CBTS TECHNOLOGY SOLUTIONS LLC FOR ENTERPRISE BACKUP SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, pursuant to Resolution #22-1756, adopted November 22, 2022, this Board issued a request for proposals for Enterprise Backup System relative to Warren County Telecommunications; and

WHEREAS, on or before December 12, 2022, the Telecommunications Department received five (5) sealed proposals; and

WHEREAS, based on rankings by Gary Estes, Deputy Director, the Telecommunications Department requests authorization to begin negotiations with the top ranked vendor, CBTS Technology Solutions LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Telecommunications Department to begin negotiations with CBTS Technology Solutions, LLC for Enterprise Backup System for Warren County Telecommunications.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 21<sup>st</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Telecom (file)  
Bid file

## **PLAN HOLDERS LIST**

RFP Enterprise Backup System

**Individuals or companies can be added to the plan holders list by contacting Krystal Powell at [krystal.powell@co.warren.oh.us](mailto:krystal.powell@co.warren.oh.us)**

<b>Name</b>	<b>Company</b>	<b>Phone Number</b>	<b>E-mail Address</b>
Rich Raab	9 to 5 Computer	904-280-2544	<a href="mailto:richardraab@9to5computer.com">richardraab@9to5computer.com</a>
Bryan Bowen	Net X Inc.	847-334-8488	<a href="mailto:bbowen@netxinc.com">bbowen@netxinc.com</a>

# WARREN COUNTY OHIO

## REQUEST FOR SEALED PROPOSALS **Enterprise Backup System**



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

## **Table of Contents**

- 1. Notice to Providers**
- 2. Definitions**
- 3. Contact Person**
- 4. RFP Schedule**
- 5. Information to Vendors**
- 6. Vendor Information**
- 7. Proposals**
- 8. Selection Criteria**
- 9. RFP Terms and Conditions**
- 10. Contract Terms and Conditions**
- 11. Additional Affidavits**
- 12. Overall Requirements**
- 13. Background**
- 14. General and Technical Requirements**
- 15. Warranty, Maintenance, Support**
- 16. System Security**
- 17. Documentation**
- 18. RFP Repsonse Form**

### **1. NOTICE TO PROVIDERS REQUEST FOR SEALED PROPOSALS FOR Enterprise Backup System Solution**

Pursuant to Section 307.862 of the Ohio Revised Code, the Warren County Board of Commissioners is seeking proposals for implementation of a Enterprise Backup System Solution. The system will operate within Warren County Telecommunications and provide capabilities within this RFP. This Request for Proposal (RFP) encompasses the equipment, installation, setup and configuration, and support and maintenance services for the Warren County Ohio Enterprise Backup System Solution.

The deadline for receipt of proposals is 12/12/2022 at the location listed below. Service and cost proposal packages should be submitted, consisting of 1 signed original paper copy and 2 electronic copies on DVD or USB Drive (PDF format) in a sealed envelope labeled "Enterprise Backup Solution Proposal for the Warren County Board of Commissioners" and sent to the Point of Contact at:

Attention: Dustin Flint  
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 Dustin Flint, Warren County Telecommunications Department, 513-695-2812 or via email at [dustin.flint@wcoh.net](mailto:dustin.flint@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 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 developed and contained herein, 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. Upon award of the contract, 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 is an equal opportunity employer.

An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Warren County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If Warren County terminates negotiations with an offeror, Warren County will negotiate with the offeror whose proposal is ranked the next most advantageous to Warren County according to the factors and criteria contained herein.

## 2. Definitions as used herein

- a. The term "Request for Proposal" (RFP) means a solicitation of a formal sealed proposal.
- 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 vendor or vendors responding to this RFP.
- d. The term "Contractor" 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 MUST be emailed to the Warren County Point of Contact, Dustin Flint, Infrastructure Systems Manager, Warren County Telecommunications Department, 500 Justice Drive, Lebanon, Ohio 45036, (513) 695-2812, [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net). Any questions emailed to the Point Of Contact will be sent out to an email list of all Vendors.

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 3PM est on 12/2/2022.

#### **4. Project Schedule for RFP**

**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.**

11/22/2022 - Legislation passed by the Warren County Board of Commissioners authorizing the advertisement for Requests for Proposals for a new Enterprise Backup System Solution.

11/23/2022 - Advertise on the Warren County website that Warren County is accepting proposals and the Request for Proposal packets are available through the Warren County Point of Contact, Dustin Flint [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net)

11/27/2022 - Advertise through the news media that Warren County is accepting proposals and the Request for Proposal packets are available through the Warren County Point of Contact, Dustin Flint [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net)

12/2/2022 3PM est - Last day for questions

12/12/2022 3PM est - Deadline for submittal of proposals to the Warren County Board of Commissioners.

Possible Vendor Demos & Vendor Negotiations will be at a date to be determined, once all proposals are to be submitted. All vendors will be notified once it is 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 demos have been completed. All vendors will be notified once the date has been determined.



## **5. Information to Vendors**

### **5.1. Scope of Work**

Through this RFP, Warren County is seeking a qualified Vendor to provide, install, setup, and configure the Enterprise Backup System Solution.

Support and Maintenance offerings need to be priced for a 5-year period, with additional pricing for years 6, 7, and 8 that Warren County may consider as optional.

### **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 without disclosing information derived from proposals submitted by competing offerors during these communications**

**Warren County Point of Contact is Dustin Flint, [dustin.flint@wcoh.net](mailto:dustin.flint@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 "Answers 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 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.

## **6. Vendor Information**

### **6.1. 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.

#### **1. COMPANY OFFICIALS**

Provide the names of Company Officials or corporate officers.

#### **2. ACCOUNT MANAGER**

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

#### **3. 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

#### **4. 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.

#### **5. SUPPORT MANAGER**

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

The proposal must include a list of the proposed project team members, including the local technical staff available for on-site service work after the installation. The list shall include the title, role and responsibility for each team member and any pertinent certifications they have obtained. Specific roles that should be itemized include the project manager, the system designer, system/technical engineer, the trainer, the installer/technician, and any engineers used during design and implementation. Normal location refers to where the individual's office is and whether travel expenses may apply to future (post-project) work. A copy of the resume of the Project Manager, the lead Sales Engineer, System Engineer, and the Lead Technician assigned for post-installation support shall be submitted as part of the proposal.

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.

## **6.2. 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.

## **6.3. 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):

## **6.4. Manufacturer's Background Information**

Provide the following information on all proposed manufactures

- a. Years in business
- b. Filed for any type of bankruptcy protection
- c. Years manufacturing proposed system

## **6.5. References**

The Vendor must provide at least two (3) 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.

## **6.6. Additional Information**

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

## **7. Proposals**

### **7.1. 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.

### **7.2. 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.

### **7.3. 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.

### **7.4. 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.

### **7.5. 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.

### **7.6. Copies**

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

### **7.7. 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.

### **7.8. Liability Insurance**

Vendor shall maintain in full force and effect during the term of the Contract and maintenance contract, the insurance described in this section. The insurance policies shall name the Warren County Board of Commissioners, as additional insured parties and copies of certificates shall be provided to Warren County, before commencing performance of the contract. Vendors insurance shall be primary coverage. The minimum acceptable limits shall be as indicated below for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage, personal injury, and advertising injury, which includes coverage for contractual liability, with a limit of not less than \$2 million per occurrence/\$4 million general aggregate;
- b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident.

### **7.9. Performance and Payment Bond**

Prior to the execution of a contract, the Vendor shall furnish to Warren County a performance and payment bond for this project in the amount of one hundred percent (100%) of the contract amount covering the faithful performance of the Contract and the payment of all obligations arising there under. Said bond shall be secured through a recognized surety company licensed to do business in the State of Ohio and may be obtained through the Vendor's usual sources. Cost of same shall be included in the proposal.

### **7.10. Proposal Format**

It is essential 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 1 signed original and 2 electronic copies (PDF format), each on its own individual USB drive. All packages should be in sealed envelopes labeled "Enterprise Backup System Proposal 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.

## **8. Selection Criteria**

### **8.1. 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 the criteria contained within.

The Committee members will be employees of the Warren County Telecommunications' Department.

### **8.2. Preliminary Conformance Evaluation**

Evaluation Committee will initially check the proposals to validate all information required to conform to this RFP is included. Absence of required information or nonconforming proposals may be rejected.

### **8.3. Vendor Demonstrations**

The Committee may invite some proposers to make demonstrations. Not all vendors will be asked to demonstrate. Proposals deemed acceptable may be scheduled for vendor demonstrations of the products and services included in their proposal.

Scheduling will be at Warren County's discretion to allow as many vendors as possible in the shortest timeframe. Vendors not initially scheduled for demonstrations may later be asked to demonstrate at Warren Counties discretion.

Each Vendor invited to demonstrate their product will have up to 2 hours for its presentation, which should include a product demonstration of the latest production version at a mutually agreeable location, and an overview of the Vendor's ability to meet Warren County's requirements. Vendors must be prepared to show how any of the individual features of the system work, and operate as Warren County requires.

## **8.4 Evaluation Method**

The evaluation committee will evaluate the system using the criteria listed below and rank the vendors and systems based on their score. 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 of design. (15%)**

The County desires to acquire a superior, secure, redundant, and reliable Enterprise Backup System.

The quality of the system(s) proposed, ease of operation, ease of servicing and conformance to industry standards.

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.

**2. Vendor Qualifications (15%)**

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.

**3. Maintenance, Support, and Serviceability. (15%)**

The County is seeking reliable 24x7, 365, support and 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.

It is important that the system will be viable for a minimum of 5+ years, without the possibility of the hardware and/or any software going end of support or end of life within 5 years of go-live date.

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.

Help desk options and support operations located inside the United States is desired.

**4. Technical Requirements and Functionality. (15%)**

The ability of the proposed system to meet technical and functional requirements.

5. **Price. (40%)**

The County will carefully analyze both the capital purchase cost, and 5 year maintenance and 10 year cost projections for all products and services considered or proposed.

**Year one costs will not be the only determining factor in scoring price.**

## **9. RFP Terms and Conditions**

### **9.1. 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.

### **9.2. 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.

### **9.3. 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.

### **9.4. 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.

### **9.5. 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.

**9.6. 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.

**9.7. Guarantee**

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

**9.8. 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 specific points 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.

**9.9. 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.

**9.10. 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. It will be solely the responsibility of Vendor to seek court ordered protections for the release of material Vendor believes is proprietary.

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 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.

### ***9.11. 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.

### ***9.12. Minority Subcontractors and Suppliers***

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

### ***9.13. 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.

## **10. Contract Terms and Conditions**

### **10.1. 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 subject to litigation exclusively in the venue and jurisdiction of the Warren County Court of Common Pleas of Warren County, Ohio and Vendor hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action

### **10.2. 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.

### **10.3. 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.

### **10.4. 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.

### **10.5. Contract Responsibilities for Warren County**

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

### **10.6. 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.

### **10.7. 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.

### ***10.8. 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.

### ***10.9. 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.

### ***10.10 RFP Specification Response***

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

### ***10.11. 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.

### ***10.12. 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.

### **10.13. 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).

### **10.14. 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.

### **10.15. Valid License**

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

### **10.16. 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.

### **10.17. 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.

### **10.18. 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.

### **10.19. 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.

**10.20. 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.

**10.21. Unprofessional Behavior**

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

**10.22. 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.

**10.23. Identification Badges**

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

**10.24. Collective Bargaining**

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

**10.25. 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.

**10.26. 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.

**10.27. Segmentation of Award**

Should Warren County proceed with the project described in this RFP; the contract award will not be split across multiple respondents. A single contract for all required labor and materials will be awarded.

**10.28. 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.

### **10.29. 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

### **10.30. 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.

### **10.31. Payment Schedule**

Payment terms will apply to the purchase of goods and services defined as part of this Contract based on project milestones.

The Vendor may propose a payment schedule for consideration. However, any final payment terms must include a minimum of 20% hold-back to be paid upon formal

acceptance as described in Section 10.32 Final System Acceptance. Warren County will not provide a down payment as part of payment terms.

### **10.32. 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 and is accompanied by two (2) sets of as-built documentation, one printed, and one electronic copy.

### **11. 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. Overall Requirements**

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

1. Warren County will not have a legal obligation to the Vendor until such time as it signs a written contract approved by its legal counsel.
2. It shall be the responsibility of the Vendor to design, furnish, install, and test all hardware and software as outlined in this RFP.
3. This RFP is intended to represent a functional description and performance criteria for systems required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
4. The Vendor accepts any available blueprint and/or site plans provided by Warren County as guidelines only, and accepts that the plans are not guaranteed to be an accurate representation of all conditions.
5. The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this RFP. Costs associated must include any overtime for pre-installation, installation, and cutover work that may occur after normal business hours.
6. Work performed cannot interfere with systems online and operational; except for scheduled outages after hours. The vendor must include any necessary overtime for their personnel for afterhours work.
7. The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this RFP, at no additional cost to Warren County.
8. The Vendor shall provide sufficient on-site support for cutover and post cutover questions, issues, and problems. This includes adequate personnel for technical issues and user problems that may develop for 2 days following cutover day. Vendor shall provide contact information for the onsite personnel in the event of issues or problems after hours.
9. All equipment and installation of material required to fulfill the specifications of this RFP shall be furnished and installed by the selected vendor whether or not specifically stated in this RFP. The Enterprise Backup System solution system installation shall be handled as a turnkey project, inclusive of delivery, installation, configuration, system acceptance testing, and written acceptance of all equipment from the planning phase to system go-live.
10. Installation of the system shall be the total responsibility of the selected Vendor. The Vendor shall have total responsibility for system compatibility and successful performance. Vendors shall verify the existing equipment room is sufficient for the proposed system. Any preparation and/or modifications shall be clearly outlined in the submitted proposal. Any modification of the facilities necessary for the deployment of the system will be the responsibility of Warren County.
11. All management tools to be provided, installed, and configured by vendor.

12. Removal of old equipment is not required in the RFP.
13. The Vendor shall include all equipment, installation, configuration, maintenance, and training needed to provide Warren County with a fully operational system.
14. The vendor will meet with the Warren County POC to develop a plan and schedule for the project prior to commencement of any work.
15. The Vendor will assist Warren County in developing a migration plan to the new Enterprise Backup System system.
16. The Vendor will provide Warren County with a written plan to periodically test the redundant systems in such a manner as to not harm or take the system completely off line.
17. Vendor will be required to use remote access solutions provided by Warren County Telecom, if needed.

## **13. Background**

### **13.1 General Background**

Currently Warren County Telecom uses a backup solution comprised of 2 appliances, one onsite and one at a secondary location. The backup systems write backups locally to disk on the appliances and to tape, for off-site vaulting. The current appliances have roughly 30 TB storage space a piece. A current full backup of the environment is around 22 TB.

The current system backups both physical and virtual machines to disk and tape, utilizing full, differential, and incremental backup types. It also performs backups of CIFs network shares.

## **14. Requirements**

### **14.1. Enterprise Backup Solution General and Technical Requirements**

1. Vendor is responsible for delivery, installation, setup, and configuration of proposed solution.

### **14.2. Availability and Redundancy**

- Solution shall not have a single point of failure, and shall provide 99.999% availability
- Zero downtime for upgrades, updates, and patches is preferred
- Ability to function due to loss of single hardware unit, using hardware redundancy
  - o No specific requirements as to how this is achieved. It can consist of dual units, stackable units, dual/multiple power supplies, etc.
- Ability to incur multiple HDD failures without downtime

### **14.3. Monitoring and Alerting**

- System-wide monitoring and alerting capabilities for hardware/software
- Performance Monitoring and reporting for hardware performance
- SNMP v.2 minimum capability
- Remote Syslog capable

### **14.4. System Scalability**

- System must be scalable
  - o Easily expand jobs
  - o Easily add storage space if needed
  - o Easily add tape libraries/drives if needed.

### **14.5. System Requirements**

- Immutable backups/storage
  - o data cannot be changed or deleted
  - o Protect against ransomware/cyberattacks
  - o Ensure data authenticity

- System Redundancy
  - The system needs to include redundancy to increase reliability
    - Examples Include:
      - Server
      - Storage
      - Hardware
  
- Support Multiple Media Types. Examples include
  - Onsite HDD
  - Tape
  
- Cloud Backups
  - Vendor-agnostic cloud backup capabilities
  
- Ability to backup O365 tenants to onsite media/resources
  - Sharepoint, Onedrive, email, Etc
  
- Archival/Vaulting
  - Be able to archive or vault backups
  - Be able to set retention periods
  
- Ability to backup CIFS shares
  
- Reporting
  - Ability to pull reports regarding backup data
    - Examples include:
      - Total amount of Data protected
      - Number of jobs ran
      - By Date range, By policy, etc
      - Issues/Errors/Alarms
      - Performance
  
- Bare metal recovery
  - Ability to recover physical machine to :
    - Physical machine with dissimilar hardware
    - Virtual machine

- Encryption
  - o At rest
  - o In transit

### **14.76. System Management**

- Management of the system need to be simple, straightforward, and uncomplicated. Also any management or administration of the system needs to be able to be logged by user.
- It is preferably that the solution be able to do authentication integration:
  - o AD
  - o LDAP
  - o Radius
- Ability to do reporting on system administration

### **14.7. System/Support Life Expectancy**

- System needs to have a life expectancy of 5 years or more after go-live date
- Solution must provide minimum 5 years of support and maintenance
- Vendor must agree to support the system with updates, tech support, and maintenance for a minimum of 5 years from date of “go-live”

### **14.8. FIPS**

- FIPS 140-2 compliant

### **14.9. NIST**

- Provide NIST Certifications

### **14.10. Licensing**

- System needs to include any and all modules, licensing, and software. This needs to include how the product is licensed.

### **14.11. Training**

- Administrator training for up to 10 users needs to be included. Vendor can provide options for both on-site and online training.

## **15. Warranty, Maintenance, and Support**

The Vendor shall include warranty and support which shall include all maintenance and upgrades to latest release of software for (5) five years (1826 days) following system

acceptance. Maintenance shall include all security patches and updates performed in a timely fashion to ensure the security and continuous operation of the system. Support and Maintenance offerings need to be priced for a 5-year period, with additional pricing for years 6, 7, and 8 that Warren County may consider as optional.

The Vendor represents and warrants that it shall maintain the systems, and all related equipment in the systems, in working order 24 hours per day, seven days per week, 365 days per year, and shall provide 24 hour emergency telephone numbers where emergency service and support can be obtained. The Vendor must be capable of providing priority response during warranty and while under contract for ongoing maintenance.

The Vendor must have manufacturer-certified technicians for the equipment it is proposing as well as for any equipment remaining after installation of the new equipment. The Vendor shall provide a list of those employees who are within a two hour commute of Warren County and certified to work on its equipment. The Vendor shall be an authorized installer and maintenance provider of the equipment it proposes.

The Vendor must be capable of responding to a major alarm condition within one hour, and to minor alarm conditions within 24 hours. Acceptable response shall be either dispatch of a technician to the site or remote access by a qualified technician via a Warren County Telecom provided connection to the system. Part repair/replacements must be onsite within 4 Hours of problem notification.

**All installation, maintenance, support, and configuration must be carried out using the Warren County Telecommunications supplied System Maintenance Terminal or approved remote access by Warren County Telecommunications. At no time will Vendor Laptops be permitted to directly attach to Telecom Networks.**

All Vendor requirements during system construction shall be carried forward and will be required during the system maintenance period.

The Vendor is responsible for providing, installing, and applying, all security updates and patches. All components of the system must be updated in a timely fashion. Critical security patches must be applied as soon as they are available. The Vendor will contact the Warren County POC to arrange for access to the system so the patches and updates may be applied.

***It is the responsibility of the Vendor to make Warren County aware of all security issues and vulnerabilities with the system as soon as they become known.***

Warren County will periodically audit system security for such things as default passwords, security patch levels, firewall configurations, active unused switch ports, etc

The Vendor will propose costs for post warranty support at least 60 days prior to starting year (6) six of the system.

The beginning of the warranty period shall commence concurrent with a dated Letter of Acceptance issued by Warren County Board of Commissioners to the Vendor. This letter will constitute Warren County's formal acceptance of the system.

## 16. System Security

1. All installation, maintenance, support, and configuration shall be carried out using the Warren County Telecommunications supplied System Maintenance Terminal. At no time will Vendor Laptops be permitted to attach to the Counties network.
2. All Vendor provided equipment shall be installed with the latest security patches and updates.
3. All servers shall be installed with the latest security patches and updates.
4. Patches and updates shall be applied by the Vendor as soon as they are certified by the equipment manufacturer throughout the maintenance period for the equipment provided.
5. All default passwords for all equipment must be changed to secure complex password. All passwords will be provided to the Warren County Point of Contact as part of system acceptance. Passwords will be managed by Warren County in order to meet internal security policies.
6. All Vendor remote access must be escorted and monitored by Warren County's Personnel.

## 17. Documentation

A complete set of as-built drawings is required, as is documentation detailing system configuration. As-built drawings must be submitted in a Microsoft Visio format, all non-drawing documents shall be delivered in Adobe PDF format unless otherwise specified. The vendor shall supply a digital copy of the final As-built drawing at the end of the project. The Vendor shall provide simple user manuals of the system installed. An online Help section must also be available.

## 18. RFP Response Form

Total Cost of core system	\$ _____
Total Cost of Installation and Professional Services	\$ _____
Total Cost of Training	\$ _____
<b>Spares Kit</b>	\$ _____
System Support and Maintenance Costs Year 1	\$ _____

System Support and Maintenance Costs Year 2 \$ \_\_\_\_\_

System Support and Maintenance Costs Year 3 \$ \_\_\_\_\_

System Support and Maintenance Costs Year 4 \$ \_\_\_\_\_

System Support and Maintenance Costs Year 5 \$ \_\_\_\_\_

**Grand Total including 5 years maintenance and support.** \$ \_\_\_\_\_

***Optional - System Support and Maintenance Costs Year 6*** \$ \_\_\_\_\_

***Optional - System Support and Maintenance Costs Year 7*** \$ \_\_\_\_\_

***Optional - System Support and Maintenance Costs Year 8*** \$ \_\_\_\_\_



NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer  
(owner, partner, officer, representative, or agent)

that has submitted the attached Proposal:

2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

3. Such Proposal is genuine and is not a collusive or sham Proposal:

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer or to fix any overhead, profit or cost element of the Proposal price or Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Warren County or any person interested in the proposed Contract: and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

Signature

Title

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Notary Public

My Commission Expires

AFFIDAVIT IN COMPLIANCE WITH SECTION 5719.042 AND 9.24

OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF \_\_\_\_\_

SS:

Personally appeared before me the undersigned, a bidder in a competitive bidding

for \_\_\_\_\_  
(Name of Firm)

for a \_\_\_\_\_ contract let by the County of Warren, who, being  
(Type of Product or Service)

duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Warren County, Ohio:

1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County.

2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.

3. That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary Public \_\_\_\_\_

Printed Name of Notary \_\_\_\_\_

My Commission expires \_\_\_\_\_

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
 OF THE OHIO REVISED CODE

STATE OF \_\_\_\_\_ }  
   }       SS:  
 COUNTY OF \_\_\_\_\_ }

Personally appeared before me the undersigned, as an individual or as a representative of  
 [Company Name:] \_\_\_\_\_ for a contract for [type of service:]  
 \_\_\_\_\_ to be let by Warren County, Ohio, who, being duly cautioned  
 and sworn, makes the following statement with respect to prohibited activities constituting a  
 conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign  
 contributions and reporting) and further states that the undersigned has the authority to make the  
 following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made within the previous twenty-four months  
 and that, if awarded a contract for the purchase of goods or services with a cost aggregating in  
 excess of \$10,000 in a calendar year, none of the following individually will make, beginning on  
 the date the contract is awarded and extending until one year following the conclusion of the  
 contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to  
 any member of the Warren County Board of Commissioners or their individual campaign  
 committees, or if the contracting authority is another elected official of Warren County, to that  
 official or their individual campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in  
 divisions (a) through (c) of this section (only applicable to contributions made on or after  
 January 1, 2009).

2. That none of the following have collectively made since January 1, 2009, and that, if  
 awarded a contract for the purchase of goods and services with a cost aggregating in excess of  
 \$10,000 in a calendar year, none of the following collectively will make, beginning on the date  
 the contract is awarded and extending until one year following the conclusion of the contract,  
 one or more campaign contributions totaling in excess of \$2,000, to any member of the Warren  
 County Board of Commissioners or their individual campaign committees, or if the contracting  
 authority is another elected official of Warren County, to that official or their individual  
 campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);

- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

3. That this representation is made to induce the County to enter into a contractual relationship with the Contractor, and with the knowledge that County officials will rely on the authenticity of statements made herein in awarding and administering such contracts.

Signature\_\_\_\_\_

Title:\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public\_\_\_\_\_

Notary Public Printed Name\_\_\_\_\_

My Commission Expires\_\_\_\_\_

CERTIFICATE OF COMPLIANCE  
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

\_\_\_\_\_, being first duly SWORN, deposes and says the they are the \_\_\_\_\_ of \_\_\_\_\_ the party who made the foregoing proposal; that such party does not and shall not discriminate against any employee, applicant for employment, resident, or prospective resident, because of race, religion, color, sex, or national origin. If successful under the foregoing proposal, the party shall post nondiscrimination notices in conspicuous places available to employees and applications for employment setting forth the provisions of this affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, of \_\_\_\_\_, an Ohio Corporation, for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, SS:

\_\_\_\_\_, Upon being duly cautioned and sword, 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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
**WARREN COUNTY, OHIO**  
406 Justice Drive, Lebanon, Ohio 45036  
[www.co.warren.oh.us](http://www.co.warren.oh.us)  
[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)

Telephone (513) 695-1250  
Facsimile (513) 695-2054

**TOM GROSSMANN**  
**SHANNON JONES**  
**DAVID G. YOUNG**

**REQUEST FOR PROPOSALS FOR  
ENTERPRISE BACKUP SYSTEM**

Sealed proposals for Enterprise Backup System Solutions to be sent to Warren County Telecommunications, Attention: Dustin Flint, Infrastructure Systems Manager, 500 Justice Drive, Lebanon, OH 45036 no later than December 12, 2022 at 3:00 p.m.

Proposal documents are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/> . Questions regarding the proposal documents should be directed to Dustin Flint, Infrastructure Systems Manager, at 513-695-2812 or email at [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net) .

This notice is posted on the Warren County website. The Warren County website can be accessed at <https://www.co.warren.oh.us/commissioners/Bids/> . To access project information, click on the project you wish to obtain information about. Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

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

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Tina Osborne, Clerk

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**Journal News Pulse of Lebanon and Mason:**

Please publish the above advertisement one (1) time, the week of November 27, 2022.

**Bill to Warren County Commissioners**