



**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**

**ENTER INTO CONTRACT WITH DEBRA-KUEMPEL, INC. FOR THE FIBER  
INSTALLATION FOR 313 COOK ROAD LEBANON, OHIO, HUMANE ASSOCIATION /  
ANIMAL SHELTER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, pursuant to Resolution #22-1309 dated August 30, 2022, this Board approved a Notice of Intent to Award Bid for the Fiber Installation for 313 Cook Road Lebanon, Ohio 45036, Humane Association/Animal Shelter to DeBra-Kuempel, Inc., for a total bid price of \$78,500.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with DeBra-Kuempel, Inc., 3976 Southern Avenue Cincinnati, Ohio 45227, for a total contract price of \$78,500.00; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

KP/

cc: c/a— DeBra-Kuempel, Inc.  
Telecom (file)  
OMB Bid file



**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**

APPROVE NOTICE OF INTENT TO AWARD BID TO DEBRA-KUEMPEL, INC. FOR THE FIBER INSTALLATION FOR 313 COOK ROAD LEBANON, OH 45036, HUMANE ASSOCIATION / ANIMAL SHELTER

WHEREAS, bids were closed at 9:00 a.m., on July 12, 2022, and the bids received were opened and read aloud for the Fiber Installation For 313 Cook Road Lebanon, Oh 45036, Humane Association / Animal Shelter, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dustin Flint, Infrastructure Systems Manager, DeBra-Kuempel, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Warren County Telecommunications, that it is the intent of this Board to award the contract to DeBra- Kuempel, Inc., 3976 Southern Avenue, Cincinnati, Ohio 45227, for a total bid price of \$78,500.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30<sup>th</sup> day of August 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Telecom (file)  
OMB Bid file



**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**

**BID OPENING**

July 12, 2022

**BID OPENING –**

Bids were closed at 9:00 a.m. this 12<sup>th</sup> day of July and the following bids were received, opened, and read aloud for the Fiber Installation for 313 Cook Road Humane Association/ Animal Shelter Project for Warren County Telecommunications.

Debra- Kuempel  
Cincinnati, OH

\$78,500.00

Dustin Flint, Infrastructure Systems Manager, will review bids for a recommendation at a later date.

cc: Bid File

OMB

Telecom (file)

**INSTRUCTIONS AND SPECIFICATIONS  
FOR**

**Fiber Installation for 313 Cook Rd. Lebanon, OH 45036,  
Humane Association /Animal Shelter**

**FOR UTILIZATION BY  
WARREN COUNTY TELECOMMUNICATIONS**

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

## **TABLE OF CONTENTS**

Proposal Price (Bid) Sheet  
Exception Sheet  
Bidder Identification

A) Invitation to Bidders

B) General Instructions to Bidders

Bid Guaranty (Attachment A)

C) MANDATORY CONTRACT TERMS AND CONDITIONS

D) Affidavit of Non-Collusion

E) Affidavit of Personal Property Tax

F) Verification Statement

G) Equal Employment Opportunity Requirements, Bid Conditions and  
Non-Discrimination and Equal Employment Opportunity Affidavit

H) Technical Specifications/Special Provisions

**PROPOSAL PRICE (BID) SHEET**

## BID PROPOSAL

TO: Warren County Board of Commissioners

Date: \_\_\_\_\_

The undersigned hereby agrees to furnish, deliver, and install all equipment as provided in the specifications.

### **Fiber Installation for 313 Cook Rd Humane Association /Animal Shelter**

#### **Fiber Specifications**

1. The contractor shall furnish and install a 24-strand single-mode fiber optical cable from the 500 Justice DR. building in the "Unit 2 room" in the designated rack space on Warren County Government Campus to the Humane Association MER. The fiber optic cable shall be suitable and carry the proper rating and protection for installation in an outdoor and/or underground conduit environment. The cable shall be loose tube and follow the industry-standard color code.
1. The contractor shall furnish and install a 24-strand fiber underground in orange innerduct from 500 Justice Dr Unit 2 frame room to 313 Cook Rd Humane Association MER.

Contractor shall provide and furnish a cable with the proper rating to be installed in an outdoor environment enclosed in a conduit. Simultaneously carrying the proper rating to be installed in a plenum environment. The cable shall have suitable protection from the manufacture to keep the cable protected underground enclosed in conduit and in an overhead tray with a variety of other low voltage cable systems. If the cable manufacture produces a cable with the proper ratings and is available with either interlocking or corrugated armor that will be selected. If the cable has no internal armor Plenum innerduct will be used to protect the Fiber in the cable tray within the building.

2. Contractor shall furnish and install a properly sized fiber housing to protect and house all terminated ends. Contractor shall take great care to follow manufacture's instruction on cable preparations, maintaining proper bend radii, and ensuring cable will not be pinched or pulled if housing has sliding trays or doors. WCT shall be Contacted "email here" before placement of housings in rack locations. Contractor shall furnish and install LC coupler

panels that work with the fiber housing. All strands of fiber inside the fiber housing will be the proper working size of 900um if 250 um strands are present in the housing, they will be completely protected in a splice tray, fiber optic end faces will not be directly spliced on to any 250 um strands. Fan out kits will be used where needed.

3. In "unit 2 room" at 500 Justice drive there is an existing fiber housing make is Corning CCH-04. The housing is utilizing *CORNING | CCH-CS24-A9-P00RE CCH Pigtailed Splice Cassette 24 F, LC UPC Duplex, Single-mode (OS2), Single-fiber (250 um* the same part will be used in this fiber housing.
4. In the MER at The Humane Association there is an existing 19-inch rack where the fiber patch panel can be mounted, or a wooden back board can be attached to the wall for mounting of panel also. Contractor shall furnish the housing and wooden back board if needed.
5. Contractor shall furnish and install type LC connectors on all strands of fiber. Connectors shall only be fusion spliced on ends. Including but not limited to, pre-terminated pig-tail connectors, crassest housings with pre-terminated ends, directly splice on ends. No mechanic connectors will be accepted i.e., Corning UniCam connectors.
6. Contractor shall furnish and install a pull tape "Mule Tape" with a minimum rating of 5000 FT/LBS tensile strength and a trace wire along with the backbone cables between 500 justice drive and the 313 Humane Association.

### **Testing/Warranty**

1. Testing will be Both Tier 1 and 2 for the fiber portion with results provided to Warren County Telecommunication. Test results shall be provided in an open standard electronic format such as PDF or XLSX.
2. Contractor will notify WCT Project Liaison Prior to Final testing. WCT reserves the right to be present during the testing phase of the project.
3. All testers will be properly referenced and calibrated within the last year.
4. All work will be completed to code, industry standards and industry best practices to include but not limited to EIA/TIA 568,569.570.606 and 607.



5. At a minimum a BICSI Technician®(TECH™) will be present for all installation tasks. All fiber optic terminations will be performed by a technician having achieved at least a BICSI Installer 2, Optical Fiber® (INSTF®). The contractor will have a RCDD on staff to manage the project.
6. All work will carry a one-year warranty from the contactor to be free of defects. If defects are found with the warranty period, the contractor will fix the issues at no cost to the county.
7. Contractor will provide an engineered solution from the manufacture that carries a minimum of a 20-year warranty to be free from defects.

Total Cost

**Total Bid Price\$**\_\_\_\_\_

The above quotations to be in full force and effect for sixty (60) days after the date of opening bids. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

This equipment meets or exceeds the specifications for same on file in the office of the Warren County Telecom.

Failure to list any and all detailed deviations on the Exception Sheet pertaining to the Technical Specifications may result in disqualification.

**SIGNED**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

## EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

8) \_\_\_\_\_

9) \_\_\_\_\_

10) \_\_\_\_\_

**BIDDER IDENTIFICATION**

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

---

CHIEF EXECUTIVE OFFICER:

---

ADDRESS:

---

---

PHONE NUMBER:

---

FAX NUMBER:

---

PROJECT CONTACT PERSON:

---

PHONE NUMBER:

---

E-MAIL ADDRESS:

---

FEDERAL ID #:

---

WEBSITE ADDRESS:

---

***SECTION A***

***INVITATION TO BIDDERS***

## INVITATION TO BIDDERS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:00 a.m., July 12th, 2022, and then at said time bids will be opened and read aloud for Fiber Installation for 313 Cook Rd. Lebanon, OH 45036, Humane Association /Animal Shelter for Warren County Telecommunications.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Dustin Flint, Infrastructure Systems Manager at Warren County Telecommunications, at [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net). All interested parties should submit for registration to a vendor email list, at [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net). All questions will be posted and answered to all vendors who register.

Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

A Bid guaranty, as required by the Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to five (5) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must then file a performance bond for the amount of the contract and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

**OR**

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

**Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell at in the Commissioners' Office at [krystal.powell@co.warren.oh.us](mailto:krystal.powell@co.warren.oh.us) with your contact information**

All bids shall be sealed and plainly marked "**Bid Opening – Fiber Installation for 313 Cook Rd. Lebanon, OH 45036 Humane Association /Animal Shelter Warren County Telecommunications, July 12<sup>th</sup>, 2022 @ 9:00 a.m.**"

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

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

---

Tina Osborne, Clerk

## **SECTION B**

### **GENERAL INSTRUCTIONS TO BIDDERS**

Bids for Fiber Installation for 313 Cook Rd. Lebanon, OH 45036 Humane Association /Animal Shelter, Warren County Telecommunications will be received by the Owner at the Office of the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 9:00 a.m., July 12<sup>th</sup>, 2022, and then at said office publicly opened and read aloud. Bids shall be submitted in a sealed envelope.

**BIDDER:** To ensure acceptance of your bid, please follow these instructions:

1. **APPLICABLE LAWS:** The Ohio Revised Code and resolutions and procedures of Warren County, insofar as they apply to the laws of competitive bidding contracts and purchases, are made a part hereof. All laws of the United State of America, the State of Ohio, and the County of Warren applicable to the products or services covered herein, are made a part hereof.
2. **PRICING:** Prices should be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, unit prices quoted shall govern.
3. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Prices quoted will be considered as being based on delivery.
4. **SPECIFICATIONS/DESCRIPTIONS:** References to a particular trade name, manufacturer's catalog, or model number, are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
5. **TAXES:** The County is generally exempt from Federal Excise Tax and State Sales Tax.
6. **BID INFORMALITIES, REJECTION AND AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities in a bid, or to accept the bid which in the judgment of proper officials is to be in the best interest of the County. The County reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.
7. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the bid document. The final payment will be made by the County when the materials, supplies, services, or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the County.
8. **BIDDERS SIGNATURE:** Each proposal price (bid) sheet must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should

include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner "John James Smith, D.B.A., Smith-James Company, by John James, a partner."

9. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Bidders are requested to use the bid sheet proposal form furnished by the County.
- B. Exceptions to any bid specification must be clearly detailed on the exception sheet. The exception sheets must be completed and submitted attached to the bid sheet. If "none" is shown on the exception sheet, all items bid must be equal or superior to the original specifications.
- C. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- D. Bids shall be submitted in a sealed envelope clearly marked " **Bid Opening – Fiber Installation for 313 Cook Rd. Lebanon, OH 45036 Humane Association /Animal Shelter, Warren County Telecommunications, July 12<sup>th</sup>, 2022 @ 9:00 a.m.**", and shall display the bidder's name and address in the upper left-hand corner of the envelope.

10. **Bid Contract/Purchase Agreement :** All bids must include a contract/purchase agreement, in accordance with The "Mandatory Contract Terms and Conditions". Bidder must submit 2 original copies signed in wet blue ink with their bid proposals. Signature line for Warren County must be addressed to Warren County board of Commissioners.

11. **LOCAL SERVICE:** Local service is to be provided by the successful bidder, if applicable. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.

12. **PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the personal property tax affidavit (Section C) and submit with bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*

13. **EEO Requirements:** Please see Section E for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.

14. **BID GUARANTY:** A certified check, cashier's check, or letter of credit in the amount of five (5) percent of the bid or a bid bond in the amount of one hundred (100) percent of the total bid is required to accompany all bids. Form of a bid guaranty bond is attached (Attachment A).

15. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bids must be received by the Clerk of the Warren County Board of Commissioners prior to 9:00 a.m. July 12, 2022. Bids shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid.
16. **LENGTH OF BINDING QUOTATIONS:** All prices quoted in the bid proposal are binding for sixty (60) days from the date of opening.
17. **WITHDRAWAL OF BID:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.
18. **DELAY IN DELIVERY:** Any delay in delivery beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.
19. **ADVERTISEMENT:** An advertisement inviting bids for materials/services provided herein will appear in the Journal News Pulse on June 26<sup>th</sup>, 2022.
20. **PERFORMANCE BOND:** Upon acceptance of a bid, Warren County requires, as a condition to entering into a contract with the successful Bidder, faithful performance of all things to be done under the Contract and may require a performance bond as provided for under Ohio Revised Code, Section 307.89, with good and sufficient surety in an amount not to exceed the amount of the contract. (Form of Performance bond may be found under Ohio Revised Code, Section 153.57). Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond is not required.
22. Failure to complete and submit all required documents and attachments supplied with and/or requested in these instructions can result in a bid being considered non-responsive.
22. The entire bid packet should be returned with your bid.
23. Please note that all information submitted with your bid will become public information.



**ATTACHMENT "A"**

**BID GUARANTY AND CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned,

\_\_\_\_\_ (Insert Full Name or Legal Title of Contractor and Address)

\_\_\_\_\_ as Principal and

\_\_\_\_\_ (Insert Full Name or Legal Title of Surety)

as Surety, are hereby held and firmly bound unto Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

**Fiber Installation for 313 Cook Rd. Lebanon, OH 45036 Humane Association /Animal Shelter**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee, In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS, \$\_\_\_\_\_. If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above-named Principal has submitted a bid on the above referred to project;

**NOW, THEREFORE**, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with

the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

**IF THE SAID PRINCIPAL SHALL** well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**THE SAID** surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

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

Surety Agent's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SECTION C. MANDATORY CONTRACT TERMS AND CONDITIONS**

Any contract entered pursuant to this invitation to bid shall include but not be limited to the following contract terms:

**Indemnification and 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. Warren County shall not indemnify the successful proposer, rather the successful proposer shall be liable for the negligent act or omissions, intention or wrongful acts or omissions, by or through itself, its employees and agents. The successful proposer shall agree to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in the Agreement shall impute or transfer any such liability from the proposer to Warren County.

**Warranty.** The selected proposer shall warrant that the fiber installation will conform to the requirements and specifications as stated in this invitation to bid. That is, the detailed requirements as stated in this invitation to bid will become part of the selected proposer's contract and will be warranted as such. The selected respondent must warrant that the content of its proposal accurately reflects the capability to satisfy the functional requirements as included in this invitation to bid. Furthermore, the warranty, at a minimum, shall be valid for a period of 24 months from the acceptance of the software.

**Controlling Law and Venue.** This Invitation to Bid and any resultant contract shall be governed by and construed according to the laws of the State of Ohio. Any legal disputes resulting from this invitation to bid or the activities under any contract awarded resulting therefrom shall take place in the Warren County Court of Common Pleas, Lebanon, Ohio.

**Legal Disputes.** Any legal dispute concerning the Invitation to Bid or resultant contract shall be resolved by litigation. However, the parties may agree upon mediation to be conducted by a mediator agreed upon by the parties or a court appointed mediator.

**Termination.** The resultant contract may be terminated by Warren County for convenience by providing 90 days advanced written notice, any all invoices or costs of services actually provided prior to the effective date of the termination shall be paid by Warren County.

**Tax Exemption.** Warren County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

**Responsibility.** The proposer shall be required to assume responsibility for all items listed in this Invitation to Bid. The successful respondent shall be considered the sole point of contact for purposes of this contract.

**Obligations of Proposer.** At the time of opening of proposals, it shall be presumed that each proposer has reviewed the specifications to clear up any questions. The failure of any proposer to examine any proposal requirement shall in no way relieve the proposer of any obligation or condition of these contract documents.

**Implied Requirements.** All products and services not specifically mentioned in the proposal, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the vendor's base proposal.

**Insurance.** The proposer must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the County with evidence of insurance. Insurance in the following types and amounts is required: 1.) Worker's Compensation Insurance covering all liability of the proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act; 2.) Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:

- Premises/Operations, Independent Contractors,
- Products/Completed Operations, Personal Injury and
- Contractual Liability, limits of liability not less than:  
\$ 1,000,000 each occurrence  
\$ 2,000,000 general aggregate

***SECTION D***

***AFFIDAVIT OF NON -COLLUSION***

AFFIDAVIT OF NON-COLLUSION

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 \_\_\_\_

***SECTION E***

***AFFIDAVIT OF PERSONAL PROPERTY TAX***





Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the State of Ohio, Warren County Treasurer within 30 days of the date it is submitted.

**WARNING:** MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

**SECTION F**

**VERIFICATION STATEMENT**

**VERIFICATION STATEMENT**

I \_\_\_\_\_, a duly authorized representative  
(Name)

of the \_\_\_\_\_ (Company), do hereby  
(Name of Company)

state that the bid as submitted by said Company is a true and accurate bid quotation. I do FURTHER STATE THAT AS the duly authorized representative of said company, serving as the \_\_\_\_\_, I am authorized to submit this bid on behalf  
(Title)

of the above Company.

I FURTHER STATE THAT AS the duly authorized representative of the above Company, I on behalf of said Company, accept and agree to abide by all of the conditions as set forth in the Bid Instructions and Specifications.

I, or We, will furnish all products, labor and materials, as specified, to the Warren County Board of Commissioners on items bid and prices will be guaranteed for the dates and/or times indicated on the PROPOSAL PRICE (BID) SHEET, as required by the Bid Instructions and Specifications. I hereby verify our Company is capable in every manner (with personnel, necessary merchandise, and financial resources) to furnish the equipment for which we have submitted a bid.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
Phone

**SECTION G**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS,  
BID CONDITIONS AND  
NON-DISCRIMINATION AND EQUAL  
EMPLOYMENT OPPORTUNITY AFFIDAVIT**

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:** (This section applies only to those 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.

**CERTIFICATE OF COMPLIANCE  
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF ( \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that he \_\_\_\_\_ of \_\_\_\_\_ the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Address

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary

(seal)

**SECTION H**  
**TECHNICAL SPECIFICATIONS**  
**AND**

## *SPECIAL PROVISIONS*

### **Fiber Installation for 313 Cook Rd. Lebanon, OH 45036 Humane Association /Animal Shelter**

#### **Fiber Specifications**

1. The contractor shall furnish and install a 24-strand single-mode fiber optical cable from the 500 Justice DR. building in the “Unit 2 room” in the designated rack space on Warren County Government Campus to the Humane Association MER. The fiber optic cable shall be suitable and carry the proper rating and protection for installation in an outdoor and/or underground conduit environment. The cable shall be loose tube and follow the industry-standard color code.
2. The contractor shall furnish and install a 24-strand fiber underground in orange innerduct from 500 Justice Dr Unit 2 frame room to 313 Cook Rd Humane Association MER.

Contractor shall provide and furnish a cable with the proper rating to be installed in an outdoor environment enclosed in a conduit. Simultaneously carrying the proper rating to be installed in a plenum environment. The cable shall have suitable protection from the manufacture to keep the cable protected underground enclosed in conduit and in an overhead tray with a variety of other low voltage cable systems. If the cable manufacture produces a cable with the proper ratings and is available with either interlocking or corrugated armor that will be selected. If the cable has no internal armor Plenum innerduct will be used to protect the Fiber in the cable tray within the building.

3. Contractor shall furnish and install a properly sized fiber housing to protect and house all terminated ends. Contractor shall take great care to follow manufacture's instruction on cable preparations, maintaining proper bend radii, and ensuring cable will not be pinched or pulled if housing has sliding trays or doors. WCT shall be Contacted “email here” before placement of housings in rack locations. Contractor shall furnish and install LC coupler panels that work with the fiber housing. All strands of fiber inside the fiber housing will be the proper working size of 900um if 250 um strands are present in the housing, they will be completely protected in a splice tray, fiber optic end faces will not be directly spliced on to any 250 um strands. Fan out kits will be used where needed.
4. In “unit 2 room” at 500 Justice drive there is an existing fiber housing make is Corning CCH-04. The housing is utilizing *CORNING / CCH-CS24-A9-P00RE CCH Pigtailed Splice Cassette 24 F, LC UPC Duplex, Single-mode (OS2), Single-fiber (250 um* the same part will be used in this fiber housing.
5. In the MER at The Humane Association there is an existing 19-inch rack where the fiber patch panel can be mounted, or a wooden back board can be attached to the wall for mounting of panel also. Contractor shall furnish the housing and wooden back board if needed.

6. Contractor shall furnish and install type LC connectors on all strands of fiber. Connectors shall only be fusion spliced on ends. Including but not limited to, pre-terminated pig-tail connectors, crassest housings with pre-terminated ends, directly splice on ends. No mechanic connectors will be accepted i.e., Corning UniCam connectors.
7. Contractor shall furnish and install a pull tape “Mule Tape” with a minimum rating of 5000 FT/LBS tensile strength and a trace wire along with the backbone cables between 500 justice drive and the 313 Humane Association.

### **Testing/Warranty**

1. Testing will be Both Tier 1 and 2 for the fiber portion with results provided to Warren County Telecommunication. Test results shall be provided in an open standard electronic format such as PDF or XLSX.
2. Contractor will notify WCT Project Liaison Prior to Final testing. WCT reserves the right to be present during the testing phase of the project.
3. All testers will be properly referenced and calibrated within the last year.
4. All work will be completed to code, industry standards and industry best practices to include but not limited to EIA/TIA 568,569.570.606 and 607.
5. At a minimum a BICSI Technician®(TECH™) will be present for all installation tasks. All fiber optic terminations will be performed by a technician having achieved at least a BICSI Installer 2, Optical Fiber® (INSTF®). The contractor will have a RCDD on staff to manage the project.
6. All work will carry a one-year warranty from the contactor to be free of defects. If defects are found with the warranty period, the contractor will fix the issues at no cost to the county.
7. Contractor will provide an engineered solution from the manufacture that carries a minimum of a 20-year warranty to be free from defects.



**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**

**ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:00 a.m., July 12<sup>th</sup>, 2022, and then at said time bids will be opened and read aloud for Installation of Fiber for 313 Cook Rd. Lebanon, OH 45036, Humane Association /Animal Shelter for Warren County Telecommunications.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Dustin Flint, Infrastructure Systems Manager at Warren County Telecommunications, at [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net). All interested parties should submit for registration to a vendor email list, at [dustin.flint@wcoh.net](mailto:dustin.flint@wcoh.net). All questions will be posted and answered to all vendors who register.

Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

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/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners (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.

**Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell at in the Commissioners' Office at [krystal.powell@co.warren.oh.us](mailto:krystal.powell@co.warren.oh.us) with your contact information.**

The Board of Warren County Commissioners reserves the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

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

---

Tina Osborne, Clerk