



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 FOR NETWORK MONITORING OF THE PUBLIC SAFETY NETWORK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-0855 adopted June 14, 2022, this Board authorized a request for proposals for network monitoring of the Public Safety Network for Telecommunications; and

WHEREAS, on or before June 14, 2022 the Telecommunications Department received one (1) sealed proposal for Network Monitoring of the Public Safety Network; and

WHEREAS, upon review by Gary Estes, Deputy Director, all the terms and conditions of the proposal submitted were accepted and agreed upon and the Telecommunications Department recommends we enter into contract with Mission Critical Partners, 690 Gray's Woods Drive, Port Matilda, PA 16870, for a total contract price of \$434,457.49; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Mission Critical Partners for network monitoring of the Public Safety Network for Warren County Telecommunications.

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 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a- Mission Critical Partners
Telecom (file)
OMB Bid file

WARREN COUNTY, OHIO

REQUEST FOR SEALED PROPOSALS Network Monitoring of the Public Safety Network



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

1.	NOTICE TO PROVIDERS.....	3
2.	DEFINITIONS AS USED HEREIN.....	5
3.	CONTACT PERSON.....	6
4.	BACKGROUND.....	7
5.	PROJECT SCHEDULE FOR RFP.....	8
6.	INFORMATION TO VENDORS.....	9
7.	PROPOSAL OPENINGS.....	10
8.	VENDOR INFORMATION.....	11
9.	PROPOSALS.....	13
10.	SELECTION CRITERIA.....	16
11.	RFP TERMS AND CONDITIONS.....	18
12.	CONTRACT TERMS AND CONDITIONS.....	21
13.	ADDITIONAL AFFIDAVITS.....	27
14.	OVERALL REQUIREMENTS.....	28
15.	TECHNICAL REQUIREMENTS.....	31
16.	HIGH PRIORITY PRODUCT FEATURES.....	32
17.	PREFERRED PRODUCT FEATURES.....	32
18.	LICENSING.....	32
19.	TRAINING.....	33
20.	WARRANTY, MAINTENANCE, AND SUPPORT.....	34
21.	SYSTEM SECURITY.....	35
22.	DOCUMENTATION.....	36
23.	RFP RESPONSE FORM.....	37

1. NOTICE TO PROVIDERS

REQUEST FOR SEALED PROPOSALS FOR Network Monitoring of the Public Safety Network

Pursuant to Section 307.862 of the Ohio Revised Code, the Warren County Board of Commissioners is seeking proposals for the monitoring and support and maintenance services for the Network Monitoring of the Public Safety Network.

The deadline for receipt of proposals is 07/04/2022 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 USB Drive (PDF format) in a sealed envelope labeled "Network Monitoring of the Public Safety Network Proposal for the Warren County Board of Commissioners" and sent to the Point of Contact at:

Attention: Gary Estes
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 Gary Estes, Warren County Telecommunications Department, 513-695-1810 or via email at gary.estes@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

- The term "Request for Proposal" (RFP) means a solicitation of a formal sealed proposal.
- The terms "Proposal and Offer" means the price and services offered by the Vendor in response to this RFP.
- The terms "Vendor," or "Offeror" means the Respondent or Respondents responding to this RFP.
- The term "Contractor" refers to the Vendor(s)/Offeror(s) selected by the Warren County Board of Commissioners to perform service under this contract.
- The term "Agency," "County" or "Contracting Authority" means the Warren County Board of Commissioners.
- 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:

Gary Estes, Deputy Director
Warren County Telecommunications Department
Gary.estes@wcoh.net

All questions emailed to the Point of Contact, and their subsequent answers, will be sent 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 06/27/2022.

4. BACKGROUND

The County Emergency Communications Center (ECC), 911, Public Safety Radio System, EOC, EMA, Public Safety Data Center, and Geo-Diverse Disaster Recovery Center and Thirteen (13) Warren County-dispatched Fire and EMS department utilize the Warren County Public Safety Network.

We are looking for a collaborative partner to augment our network and critical system monitoring and management initiatives.

5. 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.

THIS TIMELINE IS TENTATIVE AND BEST EFFORT

06/19/2022 - 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, Gary Estes Gary.estes@wcoh.net

06/19/2022 - 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, Gary Estes Gary.estes@wcoh.net

06/27/2022 - Last day for questions.

07/05/2022 at 0830am - Deadline for submittal of proposals to the Warren County Board of Commissioners

07/05/2022 - Opening

6. INFORMATION TO VENDORS

Scope of Work

Through this RFP, Warren County is seeking a qualified Vendor to provide, Network monitoring, including a 24x7 view of network and device health and bandwidth utilization that exceeds or meets support and security requirements as defined by the following standards:

- TFOPA: Task Force on Optimal Public Safety Answering Point (PSAP) Architecture
- NIST 800-115 and NIST 800-531: National Institute for Standards and Technology (U.S. Department of Commerce)
- ITIL 4 Edition2: Information Technology Infrastructure Library

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, Gary Estes, Gary.estes@wcoh.net.

All Vendors must register with the Point of Contact to be included in the question and answers email distribution list. Get on the list by emailing the POC with subject line "RFP Q&A Group". All questions and answers, clarifications, changes in specifications, updates, and announcements will be echoed out to all who are registered on the list without disclosing information derived from proposals submitted by competing vendors during these communications.

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

Information provided in the "RFP Q&A Group" emails may override or change the specifications in the RFP. It is the Vendor's 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.

7. 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 which meet the requirements will be turned over to the RFP evaluation committee for review. Once the committees 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.

8. VENDOR INFORMATION

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:

- Company Officials**
Provide the names of company officials or corporate officers.
- Account Manager**
List executive(s) that will be responsible for managing the business relationship between the Vendor and Warren County.
- Project Manager**
List the person who will be responsible for the project management of the system implementation. List years of experience and past similar projects.
- System Engineer**
List the person(s) who will be responsible for the technical response in the proposal and the overall system design. List years of experience, past projects, and educational background.
- 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.

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.

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 with customers in the state of Ohio:
 2. Quantity of the proposed system installed by the Offeror nationwide, and in Ohio:
 3. Other products/manufacturers represented/utilized in the proposed system:
 4. Additional background information (optional):

Manufacturer's Background Information

Provide the following information on the proposed system

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

References

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

Additional Information

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

9. PROPOSALS

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 indicating the Vendor is:

- “Compliant” with the requirement,
- “Taking Exception” with the requirement and an explanation of why Vendor must take exception, or
- “Non-Compliant” that the Vendor or system is not compliant with the requirement.

[Click here](#) for a fillable word copy of this RFP so that you can respond in red to each requirement within the document.

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.

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.

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.

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.

Copies

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

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.

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. Vendor's 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.

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.

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, marked USB flash drive. All packages should be in sealed envelopes labeled "Network Monitoring of the Public Safety Network 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.

10. SELECTION CRITERIA

Recommendation Committee

A Recommendation Committee will be formed and have its members approved by the Board of County Commissioners. The Recommendation Committee shall review proposals and provide a ranking as to which proposals are most advantageous taking into consideration and in conformity with the evaluation factors and criteria published within this RFP.

Preliminary Conformance Evaluation

Recommendation Committee will initially check the proposals to validate that all information required to conform to this RFP is included. Absence of required information or nonconforming proposals may result in rejection.

Vendor Demonstrations

- The highest-ranking Vendors will be scheduled for demonstrations of the products and services included in their proposal. Not all Vendors will be invited in for a demonstration.
- 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 County's discretion.
- Each invited Vendor will have one (1) hour to present, which should include a product demonstration of the latest production version via a mutually agreeable format (in-person or virtual), 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. If virtual, a downloadable recording must be provided to Telecom within 48 hours.

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:

□ Robustness of design (15%)

- The County desires to acquire a superior, secure, redundant system monitoring 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.

□ 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.

□ Maintenance, Support, and Serviceability (15%)

- The County is seeking reliable 24/7/365 support and maintenance.
- Warren County is also seeking a solution that provides historical reporting and outage support.
- It is important that the system will be viable for 5+ years.
- Support issues need to consider 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.

□ Operational Requirements and Functionality (15%)

- The ability of the proposed system to meet operational and functional requirements (end user experience.)

□ Price (40%)

- The County will carefully analyze both the capital purchase cost, and 3-year maintenance and 5-year cost projections for all products and services considered or proposed.
- Year one costs will not be the determining factor when scoring price.

11. RFP TERMS AND CONDITIONS

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.

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.

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.

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 are distributed through the POC's Q&A email list.

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.

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.

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.

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.

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.

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.

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.

Minority Subcontractors and Suppliers

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

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.

12. CONTRACT TERMS AND CONDITIONS

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

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.

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.

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.

Contract Responsibilities for Warren County

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

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.

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 functionality 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.

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.

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.

RFP Specification Response

Specifications outlined in the Vendor's response to the RFP; shall become part of the contract with the Vendor as requirements.

Software and Warranties

All software provided under the contract must be your most recently released version(s) with at least five (5) years of anticipated support and enhancements/upgrades that don't require more payment from Warren County.

The warranty shall begin on the date of system acceptance and remain in effect for the full vendor'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 software or other parts of the system at the Vendor's 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.

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 and deliverables, costs, and schedules.

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).

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.

Valid License

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

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. The Vendor shall take all required actions to comply with authorities having jurisdiction over all system requirements.

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 Vendor, any subcontractor of the Vendor, or any officer, employee, or agent of the Vendor.

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.

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.

Harassment, Discrimination, Fraternization

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.

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.

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.

Identification Badges

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

Collective Bargaining

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

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.

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.

Segmentation of Award

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

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.

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. Occupational Safety and Health Administration (OSHA)
- c. Electronic Industries Association (EIA)
- d. National Emergency Number Association (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. Ohio Department of Labor
- j. State and Federal Anti-Discrimination Law
- k. Others having jurisdiction

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 takeaways. 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.

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 7.32 Final System Acceptance. Warren County will not provide a down payment as part of payment terms.

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 90 days of no issues with demonstrated functionality plus adherence with state compliance rules.
- 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.

13. ADDITIONAL AFFIDAVITS

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

14. 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 software and/or hardware 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. 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.
5. All management tools to be provided, installed, and configured by Vendor.
6. The Vendor shall include all equipment, installation, configuration, maintenance, and training needed to provide Warren County with a fully operational system.
7. The Vendor will meet with the Warren County POC to develop a plan and schedule for the project prior to commencement of any work.
8. The Vendor will assist Warren County in developing a migration plan to the new Public Safety Network system monitoring.
9. Vendor will be required to use remote access solutions provided by Warren County Telecom, if needed.
10. 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.
11. 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 Network Monitoring 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.

13. Installation of the Network Monitoring of the Public Safety Network 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.
14. 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 offline.
15. 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.
16. Removal of old equipment is not required in the RFP.
17. 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.
18. High Availability and Redundancy
 - a. Zero downtime for upgrades, updates, and patches is preferred
 - b. Ability to function due to loss of single hardware unit, using hardware redundancy
 - c. No specific requirements as to how this is achieved. It can consist of dual units, stackable units, dual power supplies, etc.
19. Data Center Needs
 - a. Define your bandwidth requirements from client to server for each user session.
 - b. Define server hardware and software requirements and any pre-requisites.
20. Mobile Requirements
 - a. Hardware and software specifications for clients and any pre-requisites.
 - b. Browser compatibility for web-based clients.
21. Desktop Requirements
 - a. Hardware and software specifications for clients and any pre-requisites.
 - b. Browser compatibility for web-based clients.

22. System Management

- a. Management of the system needs to be simple, straightforward, and uncomplicated. Any management or administration of the system needs to be logged by user.
- b. It is preferable that the solution be able to do authentication integration:
 - i. Multi-Factor
 - ii. Microsoft Active Directory
- c. Ability to do reporting on system administration including configuration changes.

23. System needs to have a life expectancy of 5 years or more after go-live date

- a. Solution must provide 5 years of support and maintenance
- b. Vendor must agree to support the system with updates, tech support, and maintenance for a minimum of 5 years from date of “go-live”

24. Encrypted traffic between client and server is required to comply with regulatory bodies. Explain how your encryption is achieved.

15. TECHNICAL REQUIREMENTS

1. Vendor must explain and demonstrate customer service & support offerings. Declare and prove the geographical location plus available hours of your technical support (in Eastern Standard Time).
2. Vendor must outline how the program is accessed by end users.
3. Vendor must disclose any charges for local client install, if applicable.
4. Is there a maximum quantity of user licenses? Is there an ability to expand the quantity of users / agencies? If so, does it cost more?
5. Explain your end user training offerings – onsite? Virtual? Annual event? Additional cost?
6. If new features come out after we go-live, must Warren County purchase or does it get automatically added to our environment at no charge?
7. Security & hosting options / accessibility – who is legally and financially responsible for data breaches? How do you handle retention schedules?
8. Provide your disaster recovery plan.
9. Vendor must outline the system maintenance schedule, considerations, and communication efforts.
10. Define your uptime standard – how long have your systems been up without interruption?
11. Declare and prove the geographical location of where your data is stored.
12. Outline your implementation costs.
13. Outline your 5-year maintenance costs.

16. HIGH PRIORITY PRODUCT FEATURES

The inability to offer any one of the below features may exclude you from consideration.

1. Proposal must allow on premise system that feeds a cloud-based system allowing for local non internet dependent use as well as a cloud-based component that allow for remote use.
2. Proposal must include options for devices for all monitoring aspects of a data center including environmental, battery and UPS state (Charging, rate of discharge, status), fuel tank level and usage, Power system monitoring of both commercial and generator-based power plants. The ability to monitor MPLS, NetFlow's, Microwave links.
3. Proposal must include an option to monitor SCADA Network based system using the same system as the primary.

17. PREFERRED PRODUCT FEATURES

The below features are preferred but inability to deliver them will not exclude you from consideration.

1. Mobile client ability for Android and IOS smartphones and tablets.

18. LICENSING

1. System needs to include any and all modules, licensing, and software.
2. Also include Microsoft or other vendor licensing requirements.

19. TRAINING

1. Vendor must offer a Train-the-Trainer session for at least thirty 10 students. Outline your training offerings for the various privilege levels (end user, administrator, global access, etc.)
2. Vendor can provide options for both on-site and online training.

20. WARRANTY, MAINTENANCE, AND SUPPORT

Warranty & Support

The Vendor shall include warranty and support which shall include all maintenance and upgrades to latest release of software for (3) three years 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.

24/7/365 Service

- Declare and provide your Service Level Agreement (SLA).
- 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.

Security and Patching

- The Vendor should provide details of how all security updates and patches are handled.
- 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.

Beginning of Warranty Period

- 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.

21. SYSTEM SECURITY

1. Remote Access - 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.
2. All servers shall be installed with the latest security patches and updates.
3. 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.
4. 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 to meet internal security policies.
5. All Vendor remote access must be escorted and monitored by Warren County's Personnel. No VPNs will be allowed.
6. Warren County uses Endpoint Detection Response (EDR) clients in our environment.

22. DOCUMENTATION

1. 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.
2. 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.
3. Document and provide all information flows in and out of the system (internet traffic, client requirements, IP addresses, ports, sockets, protocols)
4. Latest release notes, user guides.
5. Third-party dependencies must be declared (Adobe, Java, .nets, elastic, browsers)

23. RFP RESPONSE FORM

Cost of Core System		\$ _____
Cost of Extra Relevant Functionality/Tools	+	\$ _____
Cost of Installation and Professional Services	+	\$ _____
Cost of Training	+	\$ _____
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 of maintenance and support		\$ _____



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

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

**REQUEST FOR PROPOSALS FOR
NETWORK MONITORING OF THE PUBLIC SAFETY NETWORK**

Sealed proposals for implementation for Network Monitoring of the Public Safety Network to be sent to Warren County Telecommunications, Attention: Gary Estes, Community Manager, 500 Justice Drive, Lebanon, OH 45036 no later than July 5, 2022 @ 8:30 a.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 Gary Estes, Deputy Director, at 513-695-1810 or email at gary.estes@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.

Tina Osborne, Clerk
