



**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***

21-0694

May 25, 2021

AWARD THE BID AND ENTER INTO CONTRACT WITH SECURE CYBER DEFENSE, LLC FOR THE UPDATE ENDPOINT DETECTION AND RESPONSE PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, bids were closed at 9:15 a.m., April 27, 2021 and the bids received were opened and read aloud for the Update Endpoint Detection and Response Project and the results are on file in the Commissioners' office; and

WHEREAS, upon review by Gary Estes, Deputy Director of Warren County Telecommunications Department, Secure Cyber Defense, LLC has been determined to be the lowest and best bidder; and

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

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the Master Service Agreement and Statement of Work with Cyber Defense, LLC for a total contract price of \$924,504.00; as attached hereto and a part hereof:

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file
c/a- Secure Cyber Defense, LLC



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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

BID OPENING

April 27, 2021

BID OPENING – Update Endpoint Detection and Response Project

Bids were closed at 9:15 a.m. a.m. this 27th day of April and the following bids were received, opened, and read aloud for the Update Endpoint Detection and Response for the Warren County Telecommunications Office:

Secure Cyber Defense
Miamisburg, OH

\$924,504.00

Neil Tunison, Warren County Engineer will review bids for a recommendation at a later date.

cc: Bid File

OMB

Telecom

WARREN COUNTY OHIO

REQUEST FOR SEALED BIDS
UPDATE ENDPOINT DETECTION AND RESPONSE



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

SECTION A PROPOSAL PRICE (BID) SHEET

Include Total Cost, and where possible also include separate costs of individual features or modules, initial installation, monthly maintenance, hosting, training, etc.

Licensing Fees:

Professional Services:

Installation and Maintenance:

Training Costs:

Hosting or Storage:

Travel and Other Costs:

PROJECT BID GRAND TOTAL.

\$ _____

SECTION B

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) _____

SECTION C

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 I.D. #: _____

SECTION D

TENTATIVE PROJECT SCHEDULE

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

SECTION E

INVITATION TO BIDDERS

Separate sealed bids for the **Update Endpoint and Detection Response Project** will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners until 9:15 a.m., April 27, 2021 and then at said time publicly opened and read aloud in the Commissioners' Office at 406 Justice Drive, Lebanon, Ohio 45036.

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 Gary Estes, Deputy Director of Warren County Telecommunications Department, gary.estes@wcoh.net or 513-695-1810. 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.

The project description: See Section I

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 ten (10) 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. A 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 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.

All bids shall be sealed and plainly marked
**"Bid Opening – UPDATE ENDPOINT DETECTION AND RESPONSE
PROJECT, April 27, 2021 @ 9:15 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 F

GENERAL INSTRUCTIONS TO BIDDERS

Bids for the **UPDATE ENDPOINT AND DETECTION RESPONSE PROJECT** will be received by the Clerk of the Board of Warren County Commissioners, at the office of said Board, 406 Justice Drive, Lebanon, Ohio, 45036, until 9:15 a.m., April 27, 2021.

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 States 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:** The proposal price must include all costs related to implementing the detailed business requirements in this Request for Bid whether such implementation requires customization to the software or not. The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process. The County is asking proposers to state costs for all categories with the understanding that they may have to make assumptions. Such assumptions must be documented in each proposal. Failure to fully provide cost and work effort may lead to elimination prior to presentations. [Include Total Cost, and where possible also include separate costs of individual features or modules, initial installation, monthly maintenance, hosting, or storage]
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:** Warren County reserves the right to reject any bid which takes exception to any terms and conditions of the bid specifications; fails to meet the terms and conditions of the bid specifications, including but not limited to, the standards, specifications, and requirements specified in the bid specifications; 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 bid that Warren County has determined, using the factors and criteria Warren County develops, would not be in the best interest of the County.

The lowest and best bid will be selected. Lowest and Best bid will be determined using the following factors:

- 1) 40% Price, stated exceptions on the provided exception sheet.
- 2) 25% Prior experience with similar projects
 - i. Provide two projects completed in the last 3 years of similar design and scope. Include contact information for a point of contact that is still involved with the project for a reference. Refer to section R.1 for contact form.
- 3) 25% Qualifications/Certifications
 - i. Refer to Section Q- 1 and 2 for required qualifications/certifications.
- 4) 10% The number of exceptions taken.

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

7. **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."
8. **SUBMISSION AND RECEIPT OF BIDS:**
 - A. Bidders shall use the bid sheet proposal form furnished by the County on page 3 of this document.
 - B. Exceptions to any bid specification must be clearly detailed on the Exception Sheet. The Exception Sheet must be completed, submitted and included with 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 – **Update Endpoint and Detection Response Project**, April 27, 2021 @ 9:15 a.m." and shall display the bidder's name and address in the upper left-hand corner of the envelope.
9. **SERVICE:** Service/maintenance/repairs are to be provided by the successful bidder as a warranty for a period of one year. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.
10. **REAL AND/OR PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the Real and/or Personal property tax affidavit (Section M) and submit with bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*
11. **EEO REQUIREMENTS:** Please see Section O for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.

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.

The Warren County Board of Commissioners retains the right to reject any or all bids, and to withdraw this solicitation at any time. The Warren County Board of Commissioners is an equal opportunity employer.

12. **BID GUARANTY:** A certified check, cashier's check, or letter of credit in the amount of ten (10) 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. A form of a bid guaranty bond is shown in Section L of this document.
13. **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 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.

14. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bids must be received by the Clerk of the Warren County Board of Commissioners prior to 9:15 a.m., April 27, 2021. Bids shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid.
15. **LENGTH OF BINDING QUOTATIONS:** All prices quoted in the bid proposal are binding for sixty (60) days from the date of opening.
16. **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.
17. **DELAY IN COMPLETION:** Any delay in project completion beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.
18. **FINAL ACCEPTANCE:** A final acceptance document may be requested once all installation and work specified in this bid document has been completed. After final acceptance, Contractor may invoice for the final balance of the contracted amount.
19. **ADVERTISEMENT:** An advertisement inviting bids for materials/services provided herein will appear in the Journal News-Pulse of Lebanon and Mason newspaper the week of April 12, 2021.
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.
21. 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 shall be returned with your bid.*
23. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

SECTION G

GENERAL REQUIREMENTS

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

1. Warren County will have no financial or other legal obligation to the Vendor for the project at any time and Warren County will not have a legal obligation to the Vendor until such time as it signs a written contract approved by its legal counsel.
2. It shall be the responsibility of the Vendor to design, furnish, install, and test all hardware outlined in this Bid Document.
3. This Bid Document is intended to represent a functional description and performance criteria for the system required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
4. The Vendor accepts any available blueprint and/or site plans provided by Warren County as guidelines only and accepts that the plans are not guaranteed to be an accurate representation of all conditions.
5. The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this bid. Costs associated must include any overtime for pre-installation, installation, and cutover work that may occur after normal business hours. Work will need to be carefully scheduled and performed with minimal disruption to Park operations.
6. The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this bid, at no additional cost to Warren County.
7. All equipment and installation materials required to fulfill the specifications of this bid shall be furnished and installed by the selected vendor whether or not specifically stated in the Bid Documentation. The Update Endpoint and Detection Response Project installation shall be handled as a turnkey project, inclusive of delivery, installation, and system acceptance testing.
8. Installation of all equipment, 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 rooms are 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 installation will be the responsibility of Warren County.
9. It is understood that the implementation of this project will likely take many weeks to complete. The vendor will meet with all parties involved to develop a plan and schedule for the project prior to commencement of any work.
10. A complete set of as-built drawings is required. As-built drawings must be submitted in a Microsoft Visio format, or other agreed upon graphic format. The vendor shall supply a digital copy of the final As-built drawings for each location at the end of the project.

SECTION H

CONTRACT TERMS AND CONDITIONS

1. GOVERNING LAWS & VENUE

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

2. NON-PERFORMANCE

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

3. CONTRACT COMPONENTS

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

4. PRECEDENCE OF CONFLICT RESOLUTION

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

5. CONTRACT RESPONSIBILITIES FOR WARREN COUNTY

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

6. FAILURE TO CONFORM

Warren County reserves the right to stop work in progress that does not conform to industry standards or does not meet manufacturer's installation criteria, or the specifications and standards set forth in this Bid Document. 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.

7. REJECTED WORK

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

8. ESCALATION AND PENALTIES

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

9. CHANGES TO CONTRACT

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

10. MATERIALS AND WARRANTIES

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

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

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

The Vendor will be the sole point of contact with respect to warranty issues and shall provide written procedure to call for warranty service.

Vendor must provide warranty coverage information as part of final acceptance.

11. RESPONDENT AS PRIME

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

12. 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).

13. 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.

14. VALID LICENSE

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

15. LEGAL COMPLIANCE

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

16. 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 Warren County, its Board of Commissioners, 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, materialmen, 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.

17. 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. **WARREN COUNTY IS A DRUG FREE WORKPLACE.**

18. 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.

19. 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.

20. 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.

21. IDENTIFICATION BADGES

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

22. COLLECTIVE BARGAINING

Paragraph Not Used.

23. 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.

24. SEGMENTATION OF AWARD

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

25. 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 bid Document.

26. 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 ensure conformance with those codes and agencies. At a minimum, the execution of this Bid and all acts of the Vendor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

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

27. PROJECT MANAGEMENT.

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

A Project Manager will be provided by and assigned to the project by the Vendor. The Project Manager shall act as the single point of contact for the Vendor. The Project Manager shall schedule and conduct regular project meetings with the Warren County Point of Contact to provide updates to the project. The Project Manager shall keep and distribute meeting minutes outlining the meetings including action item take-aways. 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.

28. PAYMENT SCHEDULE

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

Partial payments after delivery of equipment and supplies but prior to final acceptance may be made upon presentation of a properly executed invoice not to exceed 40% of the project cost.

Final payment may be requested after Final Acceptance has been granted by the County.

Warren County will not provide a down payment as part of payment terms.

29. FINAL SYSTEM ACCEPTANCE

Once installation has been completed, performance testing shall be performed upon the system by the Vendor.

Vendor will provide Warren County with the Final Test Results for review.

A complete set of as-built drawings is required. As-built drawings must be submitted in a Microsoft Visio format, or other agreed upon graphic format. The vendor shall supply a digital copy of the final As-built drawings for each location at the end of the project.

A Final Acceptance Certificate will be issued by the County upon request when the materials, supplies, services, or equipment, documentation, test results, and work has been completed to the full satisfaction of the County.

Warren County shall accept the installed system by Warren County Board of Commissioner Resolution after receipt of a signed letter of official system certification from the Vendor that includes successful acceptance test results and is accompanied by four sets of as-built documentation.

SECTION I

PROJECT DESCRIPTION

1. Warren County Telecommunications is looking to update its Managed End Point Detection and Response system and Managed Remote monitoring management system compatible with Fortinet Firewalls environment for 800-1500 Endpoints.
2. Project will take place on the Warren County Government campus, at 500 Justice Dr. Lebanon, OH 45036
3. Any work inside of the 500 Justice Drive building may require an escort to accompany workers in sensitive locations. Work requiring an escort will be performed during normal working hours Monday through Friday between 7 AM EST and 4 PM EST.
4. The County's expectation is that the project, from contract signing to final acceptance, shall not exceed 45 days.

SECTION J

PRE-BID CONFERENCE

1. Section Not Used

SECTION K

QUESTIONS AND ANSWERS

1. It is the responsibility of the vendor to read and understand all parts of the Bid documents. All correspondence shall be via email to the Warren County Point of Contact.
2. **All vendors must register with the County Point of Contact to be included in the question and answers email distribution list. All questions and answers, clarifications, changes in specifications, updates, and announcements will be echoed out to all that are registered on the list.**
3. **Warren County Point of Contact is Gary Estes – gary.estes@wcoh.net or 513-695-1810**
4. **Questions asked by one Vendor will be answered and distributed to the entire email list to ensure everyone is getting the same information at the same time.**
5. Questions received after the date/time specified in the project schedule page of this document, will not be considered.
6. Only questions answered by email shall be binding and no oral interpretations will be given.
7. If the Vendor's response is incomplete, or does not follow all Bid instructions, or does not meet specifications of any part of the Bid document, that Vendor's response may be rejected with no penalty to Warren County.

SECTION L

BID GUARANTY

BID GUARANTY AND CONTRACT BOND

KNOW ALL PERSONS 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:

Update Endpoint and Detection Response Project

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 therefore 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 _____ 2021.

PRINCIPAL

SURETY

By _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION M

**AFFIDAVIT OF NON-DELINQUENCY OF REAL
AND/OR PERSONAL PROPERTY TAX**

**THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO.
AFFIDAVIT**

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly cautioned and sworn, states as follows:

1. That he is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently charged with any
(Name of Contracting Party)
delinquent Real and/or Personal property taxes on the general tax list of Real and/or
Personal property of Warren County.

-OR-

1. That _____ is charged with delinquent
(Name of Contracting Party)
Real and/or Personal property tax on the general tax list of Real and/or Personal
property of Warren County. The amount of delinquent Real and/or Personal property
tax due and unpaid including any due and unpaid penalty and interest is:
\$_____.

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 2021.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the 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 N

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

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
(SUB CONTRACTOR)**

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 _____, 2021.

Notary

(seal)

SECTION P FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
SS:
COUNTY OF _____,

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

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

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

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

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2021.

Notary Public
My Commission expires: _____

SECTION Q-1

SPECIFICATION

Subsection Q-1.1 Specifications

1. The contractor shall furnish and install a Managed End Point Detection and Response system compatible with Fortinet Firewalls environment for 800-1500 Endpoints.
2. The contractor shall furnish and install a Managed Remote monitoring management system compatible with Fortinet Firewalls environment for 800-1500 Endpoints.

Subsection Q-1.2 Cyber Security Consulting

One (1) Year of Time and Materials Cyber Security Consulting - FortiGate Firewalls

- Firewall Health Check including:
- Firewall changes review
- Firewall functionality/feature review and recommendations
- Firewall policy verification and recommendations
- Scheduled monthly recurring discussion with Customer, including:
- Firewall configuration best practices guidance
- Review Firewall Health Check information
- Review of Customer Firewall/Architectural questions
- Issues - Troubleshooting Guidance
- Architectural Changes Planning
- Firmware and Build Update support

Shall include a minimum of 8 hours per month (96 hours per year), business hours consulting Monday through Friday, 8 a.m. to 5:00 p.m.

Firewall consulting for:

- Issues - Troubleshooting Guidance
- Architectural Changes Guidance

Shall include a minimum of 4 hours per month (48 hours per year, after-hours consulting Monday through Friday, 5:00 p.m. to 8:00 a.m., plus anytime Saturday/Sunday

SECTION Q-2

- The contractor shall furnish access to a Console, where the Customer will monitor the count, status, and health of their devices, outside of the scope of Security Events.
- The contractor shall provide explanation of how installation and maintenance will be performed.
- The contractor shall provide explanation of how tuning will be done and the expected timeframe, including any simulation and prevention modes.
- The contractor shall provide explanation of what standard and best practices will used.
- The contractor shall provide explanation of on-site resources required and if they are physical or virtual.
- The contractor shall provide explanation and drawing of any ingress or egress traffic.
- The contractor shall provide example of auditing and reporting function/email reports of infections, detections/ licenses used. Clients added in last 30/60/90 days.

Section R Required Documents

1. **Ingress and Egress information**
2. **Standard and Best Practices used**
3. **CJIS compliant employees**
4. **One time and reoccurring cost projects for 3 years**
5. **Document showing watch level of support with Operational Hours, Initial Response Time, and Resolution time.**
6. **Document showing contact methods, use of follow the sun support inside and outside of the United States of America.**
7. **Document showing in what county the hardware/software is created and maintained.**

Section R.1

Past Project Contact Form.

Project Description:

Project Completion Date:

Project Address:

Site contact for reference:

Project Description:

Project Completion Date:

Project Address:

Site contact for reference:

Section S – Affidavit of Non-Collusion

AFFIDAVIT OF NONCOLLUSION

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 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 bid or proposal.

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

The bid/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 bid/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 bid/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.

The price of the bid/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 date on _____

_____ AFFIANT

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

_____ (Notary Public),

_____ County.

My commission expires _____ 20 ____



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

ADVERTISEMENT FOR BIDS

Separate sealed bids for the **Update Endpoint and Detection Response Project** will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners until 9:15 a.m., April 27, 2021 and then at said time publicly opened and read aloud in the Commissioners' Office at 406 Justice Drive, Lebanon, Ohio 45036.

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 Gary Estes, Deputy Director of Warren County Telecommunications Department, gary.estes@wcoh.net or 513-695-1810. 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 Government website which can be accessed at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. You can then 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 project information on our website. Please be aware that if you are downloading documents for this project, addendums to the scope may be issued prior to the bid date. In order to stay updated on any change, please email your contact information to Gary Estes at gary.estes@wcoh.net

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