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# **RFP # IT-DFOC-001**

## **City of Warrensville Heights**

### **Dark Fiber Connection**

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**Proposal Solicitation Start Date:** 12/10/2019 at 5:00 P.M.

**Proposal Solicitation End Date:** 12/24/2019 at 5:00 P.M.

**Q&A End Date:** 12/20/2019 at 5:00 P.M.

**Mandatory Meeting:** 12/20/2019 at 1:00 P.M.

**Proposal Contact:**

I.T. Department – I.T. Manager  
4301 Warrensville Center Road  
Warrensville Heights, Ohio 44128  
Email: [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com)

**Appendixes: Appendix A: Specifications Sheet; Appendix B: Site Information; Appendix C: Pricing Sheet**

**Solicitation Comments:**

The City of Warrensville Heights, Ohio (the “City”), invites vendors to respond with proposals for a new, turn-key, managed dark fiber optic connection between our Fire Station two building and new City Hall. We will be moving into the new building targeted for May 1<sup>st</sup> of 2020. The fiber optic connection should be capable of minimum 10Gbps, over single-mode fiber that will be terminated into fiber patch panels with management (if appl.) at both ends. New City Hall has open (ingress) conduits at the street, while it is unknown if there is open conduits at our existing Fire Station two. The City is on a tight timeline and seeks to have this connection in place by April 1<sup>st</sup>, 2020 so as to allow for hardware installation, testing, etc., before the building goes live on May 1<sup>st</sup>, 2020.

The City wishes to procure leased dark fiber and is soliciting proposals for services to include installation of all fiber optic cabling and all necessary equipment to facilitate connectivity between the two buildings, including but not limited fiber optic cable, fiber patch panels, fiber management and/or termination into existing fiber patch panels (if applicable), connectors, etc. All bids must comply with this RFP to be considered. All items to be bid as shown on the accompanying specifications sheet (Appendix A), may exceed minimal specifications. Once bid, no substitutions will be allowed except in the case of updated editions.

Proposals should be itemized and inclusive of any delivery, installation and labor charges. Proposals are expected to be firm quotations and should not be presented as estimates. Deviations from the proposed price(s) will require the City to sign off. All deliveries must be scheduled in advance and typically cannot occur outside business hours of 9:00 A.M. and 5:00 P.M., Monday through Friday and excludes holidays. All items to be shipped must be properly crated or packaged so it arrives in good, working condition. All freight and delivery charges are to be paid by the selected vendor. Drop shipments will be rejected and not accepted by the City, unless the shipment is prepaid to the destination and approved by the City. The selected vendor shall, at their own expense, amend or make good any defective or unsatisfactory items. All vendors must meet or exceed the Vendor Qualifications and provide a Vendor Profile to be considered for this proposal. All questions about this RFP must be submitted in writing to [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com) and will be shared with all participants in the interest of fairness, by posting all emails and responses to our website at a later date.

**Mandatory Project Meeting:**

A mandatory vendor meeting will be conducted on Friday 12/6/2019 at 1:00 P.M. for any vendors who wish to participate in this proposal. The meeting will be held at our current City Hall, 4301 Warrensville Center Road, Warrensville Heights, Ohio 44128. The successful

vendor will submit a basic company profile, contact information and an answer in the affirmative that you wish to participate in email form to [ITRFP@cityofwarrensville.com](mailto:ITRFP@cityofwarrensville.com) and should include "RFP # IT-DFOC-001" in the subject line. Any vendor not submitting their information via email, will not receive an invitation and therefore will be excluded from participating. A sign-in sheet will be available fifteen minutes prior to the meeting's start time and the successful vendor will not sign in five minutes after the meeting starts. Respondents who are not signed in by that time, will be considered ineligible to participate in this project. The City reserves the right to consider unusual or extenuating circumstances.

No proposals will be accepted from vendors not attending this meeting. Vendors should be prepared to visit the two sites, take photos and measurements and record any other data that may be required for their proposal at this time. If additional meetings are scheduled by the City, those attending the previous meeting (as determined by the sign-in sheet of the previous meeting) will be notified. Additional meetings will not be mandatory, unless and until the City determines them to be so, at which time those attending previous meetings will be notified. All site visits will require coordination with the City's IT department and is subject to their availability during business hours.

### **Project and Scope of Services Requested:**

Service providers are asked to submit proposals on the method(s) they can provide, specifically;

- A. To establish a fully managed, dedicated, dual strand, single-mode, leased dark fiber optic transport system comprised of dedicated digital transmission service path, providing unique, exclusive connectivity between Fire Station two and our new City Hall, as listed and located in Appendix B: Site Information.
- B. Vendor will coordinate with City IT on the configuration of the connection and placement of equipment as appropriate.
- C. Vendor will provide end-to-end, total and complete fiber testing certification prior to service date including any fiber connections or extensions.
- D. Certification of connectivity between two buildings, as well as connectivity to the rest of the City network is required.
- E. One-time or special construction as well as proposed monthly recurring leasing, maintenance and support costs must be included in a singular proposal so that a fair comparison can be done. The successful vendor will put their best effort forth on its proposal. The City will not accept multiple proposals from the same vendor on this project.
- F. On-going monitoring and alerting on condition, complete end-to-end connectivity of the proposed solution. All events or conditions should be discussed with City IT as to alerting requirements, as well as have the ability to alert via e-mail, text, phone call and other appropriate means.
- G. The selected vendor will commit to responding and engaging within one hour(s) or less of an Emergency issue arising. Emergency connectivity issues should also be accounted for due to the nature of data flowing over the connection. Non-emergency issues should have a response time of four hours or less vendor response time.

### **Definitions Used in This Document:**

- A. The "selected vendor", "respondent(s)", and "successful vendor" means an individual, firm or corporation who has the capability in all respects to perform fully the contract requirements, the integrity and reliability which will assure good faith performance, and who has not been otherwise disqualified.
- B. "Specifications" means the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of bidding for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.
- C. "Dark Fiber" in this context is meant to illustrate a dedicated, exclusive –use, managed, leased fiber optic circuit terminated into appropriate fiber patch panels in each location between two City buildings.

- D. "The City" refers to the City of Warrensville Heights, its employees, agents, contractors or other previously authorized personnel to make decisions and/or act on behalf of the City of Warrensville Heights.

### **Leased Dark Fiber:**

- A. Respondents are asked to quote a leased dark fiber network solution connecting Fire Station two and our new City Hall. This solution must include an indefeasible right of use (IRU) that runs concurrent with the term of the contract. The quote should be a lease for:
1. Two strands of single-mode, 10Gbps (min.) capable fiber between Fire Station two and our new City Hall.
  2. All hardware required to terminate and hand-off to existing Cisco networking infrastructure, spelled out as line items in the proposal.
  3. All monthly, recurring costs for leasing, maintenance and support should be spelled out as line items in the proposal.
  4. All hardware, software, licensing, training or other costs not identified above, as line items in the proposal.
  5. Two strands of fiber are being requested, for redundancy (and possible aggregation), however the City is open to having up to four strands available depending on price difference.

### **Maintenance for Leased Dark Fiber**

- A. The City requires on-going maintenance of all leased dark fiber solutions. Maintenance items are required as follows:
1. All leased dark fiber require maintenance as part of your response. Please provide a maintenance contract example with your proposal.
  2. Respondent will be the City's primary contact for maintenance and support issues, regardless of the entity performing the services. All third party providers to the respondent, must be identified in the proposal (e.g., your company hires a contractor to do work for the City) and signed off on by the City IT Department Manager or other designated City personnel.  
**(NOTE:** It is understood that fiber optic cable in a leased dark fiber solution may be part of a comprehensive fiber infrastructure under control of the service provider. The City however is seeking a dedicated, exclusive use only leased dark fiber connection between two City-owned facilities, thus we would need guaranteed Service Level Agreements (SLAs) of access exclusivity, solution performance and maintenance/support included in the proposal.)
  3. As part of the maintenance contract, the selected vendor must claim responsibility for repairs in the event of catastrophic, accidental or relocate damages.
  4. As part of the maintenance contract, the selected vendor must describe the process for locate/relocates including the assumption of costs.
  5. Respondent must maintain and have support mechanisms in place for 24x7x365 tech support/repairs, as we support a number of safety forces at the City.
  6. Upon notification from the City to the respondent regarding fiber issues, the respondent's tech support team(s) shall respond within 1 hour for emergencies, and 4 hours for non-emergency related issues, proceeding thereafter to correct the malfunction or problem with due diligence.
- B. When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:
1. Routine maintenance and inspection.

2. Foliage trimming (if appl.) to maintain minimum clearances between vegetation and aerial or ground level fiber optic cabling. This may be contracted to a 3<sup>rd</sup> party with sign off by the City. All aerial runs installed by this contract where subterranean install was impossible, are included and shall be inspected not less than quarterly.
3. Process for responding to tag/locate requests.
4. Policy for make ready (i.e., tape and shape to accommodate other utilities).
5. Scheduling practices for planned outages.
6. Process for notification of planned/non-planned outages.
7. Process, inspection and repair of manhole (if appl.).
8. Process for customer problem reports.
9. Policy of what is monitoring and alerting mechanisms in case of event.
10. What agreements (if appl.) with other utilities or contractors for emergency events exist?
11. Process for repair or replacement of damaged infrastructure.
12. Post repair testing.
13. All other regular/emergency services, repairs, maintenance or support costs not defined above.

**Proposal Pricing:**

The City seeks competitive, apples-to-apples pricing and via this document attempts to provide all the information we believe you need to create a proposal. The City will also hold a mandatory meeting for those wishing to participate, whose intent is to allow for questions from, to and about the City and this project. Additionally the City will hold a Q&A period open, in which any/all questions must be submitted via email to [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com). City IT will not answer any respondent questions over the phone, so please do not call. All emailed questions and answers will be provided on our website at a later date. The successful vendor will provide a turn-key solution that includes all one-time and monthly recurring costs, over a 5yr, 10yr and 20yr term. The successful vendor will submit a thorough and complete proposal, taking into account all aspects of this project. It is the responsibility of the vendor to ask any/all questions necessary to facilitate your proposal.

**Obtaining Specifications:**

See Appendix A, as well as the requirements as laid out in this document. Specific connections and/or other types of infrastructure investigation or conversations with the City's IT Department may be required to complete the picture of what the City is requesting. All questions must be submitted to IT via [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com).

**Submission Date and Time:**

Proposals are due by 5:00 P.M (EST) on 12/13/2019, and must be submitted to [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com) by email, as well as a hard copy in print and a copy on USB flash drive, sent via U.S. Mail to 4301 Warrensville Center Road, Warrensville Heights, Ohio 44128. Respondents are cautioned to allow enough time for U.S. Mail delivery.

**Q&A Open Session:**

City IT is available for questions from the posting of the RFP until 12/6/2019 at 5:00 P.M. via [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com). All questions should include your name, the name of your company and specific questions in the email body, as well as the project name you have questions about in the subject line. No questions will be answered by IT over the telephone.

**Project Goals:**

- A. Provide scalable, reliable, 100% fiber-based connectivity between Fire Station two and our new City Hall, which will enable connectivity to the rest of our fiber connected buildings.
- B. Determine the most cost-effective network infrastructure solution to meet the current and future needs of the City.

**LAN/WAN Inter-connection Strategy:**

The City has existing, 10Gbps dark fiber that it manages and uses to connect all existing City-owned facilities. This project was created out of a need to tie a new building into that existing IP-based, Cisco networking infrastructure. The City seeks a turn-key solution, including all associated infrastructure as detailed in this RFP will be in addition to existing connections or hardware. The City desires a solution that will be in place, in time to allow for thorough testing to be commenced between the vendor and City IT staff. This will allow the City to sign off on the work provided by the successful vendor.

**Vendor Qualifications and Contractor Requirements:**

- A. Except as otherwise specifically stated in this RFP, the successful vendor shall provide and pay for all materials, labor, tools, equipment, transportation and temporary construction of every nature, as well as all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver in total the work specified within the timeframe specified, shall be secured and paid for at the vendor's expense.
- B. The successful vendor will be licensed, insured, bonded and financially stable to qualify. Your company profile provided with this proposal, should specifically call out these attributes. Further, the successful vendor will have and maintain industry specific certifications (e.g., BICSI, TIA, ISO, ANSI, NECA/FOA, etc.), industry training and other means of ensuring expert level knowledge in this project, also provided in the proposal.
- C. Comply with competitive bidding requirements in compliance with local, state and federal laws.
- D. The successful vendor must supply at least five references of clients where like services/products were provided have been installed within the last two years.
- E. The successful vendor must have at least ten years of experience in installing, maintaining and supporting leased dark fiber.
- F. The successful vendor will have expert-level engineers and technician's on-staff.
- G. Provide information regarding the availability of on-site technical support expectations. Vendors must have a maximum travel time of two hours to the City.
- H. Failure to comply with any RFP requirements is grounds for immediate respondent removal from participation.
- I. Submit the following information as part of the response to this RFP:

1. Company Profile: Describe the vendor facilities that will support and deliver any services on this project. Indicate any out-of-state offices that will be utilized to bring additional resources to support this project. Indicate any Sub-Contractor or outside selected vendor facilities that will support this project.
2. Personnel: - Identify the project team who will be responsible for participating on this project. Please respond to the following for each of your project personnel, including any outside vendors:
  - a. Project Manager
  - b. Lead Technician
  - c. Lead Engineer
  - d. Support Personnel
  - e. Account Manager
3. Qualifications: - Describe each of their qualifications, industry experience in the contractor field, certifications, and training
4. Licensing: - Provide any licensing information for, City, State, and Federal compliance that shall have a bearing on this RFP

**Proprietary Materials:**

Vendors should be aware, the City is required by law to make its records available for public inspection and treat the proposal provided as possibly being disclosed. The City will however attempt to protect legitimate trade secrets or proprietary information of any vendor. Examples of such information would be unpublished and labeled as unpublished – trade secret, if appropriate. Any information deemed proprietary, must be clearly and separately bound, then labeled as “Proprietary Information.” Marking the entire proposal proprietary may be grounds for respondent removal from participation in this RFP.

**Proposal Disposition:**

All materials submitted in response to this RFP shall become the property of the City.

**Vendor Responsibilities:**

- A. The successful vendor will determine the most cost-effective and reliable route for the fiber from termination point A to termination point B. If possible, the route should stay within the public right-of-way. If a longer or more expensive route is chosen for reasons of reliability, the vendor should document the rationale and seek sign-off by the City.
- B. The vendor will be required to provide as-built documentation that describes the route of the fiber, as well as any hardware used in detail. In general, the fiber should be installed underground except where not possible.
- C. The City’s new City Hall building has open conduit to the street which leads to the demarcation room at the end, however the vendor must account for the fiber getting into Fire Station two, as it is unknown if there are any open or available conduits into the building from the street. All work performed in available conduits should be done with full expectation of “sharing the trench” for future City projects.
- D. The successful vendor will be responsible for all obtaining any/all permits, including securing necessary agreements with any other entities that allow for secure, perpetual and uninterrupted, exclusive City use, while adhering to local/state/federal codes and standards including but not limited to coring, electrical, building, IT and other project specific requirements. Vendor will determine if shared or contiguous properties may allow economies-of-scale as well as potential joint use with existing pathway, where inter-governmental agreements are in place facilitating such use. All agreements are subject to City approval.

- E. Installation of optical fiber cabling to existing facilities may require use/reuse of existing pathways, but where not feasible the vendor assumes costs of establishing the pathway necessary for fiber optic cable pathing. All cabling is to be terminated in fiber patch panels, within building demarcation rooms or cabinets already existing in each facility, for the specific purposes of fiber hand-off to existing City Cisco networking infrastructure at both ends.
- F. The selected vendor will be responsible for coordinating all access to City facilities with City IT personnel.
- G. The vendor is solely responsible for securing the necessary safety, security and traffic control measures including but not limited to; construction barriers (if appl.), safety measures (i.e., traffic control), traffic flaggers or other measures, to facilitate complete installation of the proposed solution.
- H. The vendor is solely responsible for restoration of landscaping, roadways and other hard surfaces with like materials and must match the adjacent surface style and texture. Telecommunications rooms and other impacted areas shall be restored to the same aesthetic it was prior to commencement of work, including surfaces, materials, texture and style as appropriate.
- I. The vendor shall schedule regular meetings as to status of the project, as well as provide a Work Based Structure (WBS) project documentation during the entire course of the project. Further, the vendor will provide the WBS in native and PDF formats for review during these meetings. Meetings should be scheduled no less frequently than once per week for the duration of the project, except where appropriate due to project segment pace or observed holidays.
- J. It is the responsibility of the selected vendor or authorized vendor representative as approved by the City, to provide the configuration and system quantities to locations defined herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor to supply said missing component(s) or system(s) at no cost to the City.
- K. The City accepts no responsibility for any omission, failure to detect any requirement or any other condition to complete the Scope of Work for this RFP.

**Pricing Structure:**

- A. The successful vendor will complete the Pricing Sheet found in Appendix C: Pricing Sheets with complete, thorough, exact pricing for items and services listed. Vendors are required to fill the pricing sheet in. Failure to do so will result in respondent removal from participation.
- B. The vendor should supply sufficient details that will allow the City to compare your proposal to another's. Clear, specific and explicit language is appreciated and will help us compare the proposals.
- C. The vendor proposal will include a 5yr, 10yr and 20yr term for the fiber leasing component, as well as any other recurring monthly components of the proposal. The City would also like to see, as an optional line item, what the cost would be for the City to purchase the fiber at end of the lease term should it choose to exercise that right.

**Discrepancies, Errors and Omissions:**

Any respondent to this RFP finding discrepancies or omissions in these documents or having any doubts as to the meaning or intent of any part thereof must submit such questions or concerns to the City IT Manager at [itrfp@cityofwarrensville.com](mailto:itrfp@cityofwarrensville.com); with a subject line "Re: IT RFP – Leased Dark Fiber Connection." Addenda issued to this RFP will be considered a part of this RFP and become part of the final contract derived from this RFP. This RFP and its addenda may be part of any possible future contract with the successful vendor. The successful vendor agrees to act in good faith and with understanding if an error or omission is discovered. Any errors or omissions do not necessarily validate or invalidate any responses or this RFP. The City will work to ensure a fair and transparent process in this RFP for all respondents.

Vendor errors or omissions may be deemed non-responsive by the City for the following reasons (but not limited to):



1. Incomplete, misrepresentative or nonfactual answers.
2. Erasures, alterations or additions after due dates of any kind.
3. Did not use the forms provided.
4. Responses are not in complete conformance with any and/or all conditions of this RFP.

**Bid Security:**

All proposals must be accompanied by bid security, in the form of a bid bond in the amount X% of the total amount. The bond will serve as a guarantee that the bidder will not withdraw the proposal for period of X days after the bid opening and if awarded the contract, will execute the contract and furnish all required bonds and insurance within the time frame specified. The successful vendor will attach a copy of the bond document and the Power of Attorney. The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

**Experience and Ability to Perform the Work:**

The City requires the successful vendor to have been engaged in the telecommunication/circuit installation, management and leasing business for a period of not less than 10, concurrent years. The successful vendor will have extensive experience navigating and managing the complete project scope, which ends in a turn-key fiber hand-off to existing City infrastructure. The successful vendor is required to provide at least five references of like work performed in the last two years. The references may be called upon at any time regarding the quality of workmanship, and expectations met or missed for projects roughly equivalent to this RFP.

**Basis of Award:**

The City will review by subcommittee, proposals from those who responded and select the best fit for the City. Price is a primary factor, as is time to “go live.” Other factors include (but are not limited to) vendors experience as defined in this RFP, vendor references, vendor past performance regarding success in recent projects of similar scope, vendors personnel qualifications, vendors management track record and capability, vendors monitoring and maintenance of the solution, etc. Award will be based on what is determined to be the best fit for the City, as determined by that subcommittee. The selected vendor shall be prepared to execute a signed contract within 30 days of notice to proceed.

Any determination of the respondent’s responsibility or responsiveness is subject to review and determination by the City’s law department as to sufficiency. The City reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of the City. Only those respondents that, in the sole opinion of the City, meet the minimum experience requirements shall be considered to be respondents. In the event all proposals exceed the City’s estimate, the City reserves the right to negotiate with the selected respondent in an effort to meet the project budget.

**Reservations:**

The City expressly reserves the following rights:

- To reject all bids.
- To reject any bid or bids not in compliance with all prescribed public bidding procedures and requirements.
- To reject any bid or bids not meeting the specifications set forth herein.
- To waive any or all irregularities in bids submitted.

- To consider the competency and responsibility of bidders in making any award.
- To award the contract by lot or by individual item as the City deems appropriate, unless otherwise specified.
- To make the award based on their best judgment as to which merchandise or services comply with the specifications.

**Awarded Vendor Shall:**

- A. Meet with City representatives as soon as is reasonable, to exchange information and agree on details of expectations, equipment arrangements, interface requirements, etc.
- B. Have sufficient resources to complete the Scope of Work in the time allotted and without delay.
- C. Furnish all labor, supervision, tooling and miscellaneous hardware (mounting or otherwise) and consumables essential to project completion.
- D. Have sufficient capital backing to ensure a long-term, financially stable partner for the City.
- E. Provide sufficient documentation of licensing, insurances, bonds or other financial instruments made to guarantee work provided.
- F. Provide detailed, as-built documentation to be shared with and retained by the City's IT department including network diagrams, configuration items, etc.

**General Terms:****NON-ASSIGNABILITY:**

The successful vendor shall not assign any portion of the Contract. The successful bidder may not confer an assignment on any third person by any other means without prior written consent of the City. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

**TERMINATION FOR DEFAULT OF CONTRACTOR:**

Time and the strict and literal performance on the part of the contractor of every term and condition of the contract as specified in the contract documents are of the essence. Upon the willful failure or refusal on the part of the contractor to perform on such term or condition, the City at its election, without prejudice to any other right or remedy, may cause the same to be performed by others, and any additional cost on account thereof shall be reimbursed forthwith by the vendor.

**TERMINATION OF CONTRACT FOR CAUSE:**

If, the vendor fails to fulfill in timely and proper manner his obligations under this contract or if the vendor violates any of the covenants, agreements, or stipulations of the contract, the City shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the vendor, and the City may withhold any payments to the vendor until such time as the exact amount of damages due the City from the vendor is determined. In addition, the City may terminate this agreement, in whole or in part, for its convenience by giving vendor sixty (30) days written notice of intent to terminate.

**DEPARTURES FROM TERMS OF CONTRACT:**

No direction or approval given by the City or any representative of the City which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the City so as to become a contract document as herein before defined.

**INSPECTION:**

All articles supplied shall be subject to inspection and rejection by the purchaser or any City official charged with such duty.

**CHANGES IN SPECIFICATIONS AND QUANTITIES:**

The City reserves the right to make such changes or corrections in specifications or quantities as it may deem necessary or desirable prior to the bid opening. Respondents will be notified of such changes by email supplied in the proposal. The City will not be responsible for the failure of respondents to receive notice of changes as stated. All proposals, when opened, will be understood to be based on the changed or corrected specifications or quantities and all bidders will be bound thereby. Prices quoted must be firm except as otherwise specified in this bid. Any vendor's bid requiring receipt of initial order in less than sixty (60) days will be unacceptable unless otherwise specified by the City herein.

**DELIVERY AND COMPLETION:**

Unless otherwise specified herein, goods ordered or services contracted in response to bids must be delivered or completed within 120 days after receipt of order. Vendors not completing contracts within the period specified shall be considered in breach of contract, and the City shall be entitled to just legal and financial remedies. Project must be completed prior to April 15, 2020 or earlier.

**PURCHASE ORDER CONTRACTS:**

Purchase order contracts, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Ohio. Time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the City's IT Department. All goods or materials purchased are subject to the approval of the City. Any rejections of goods or materials, whether held by the City or returned will be at the vendor's risk and expense. All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number. In the event of a breach by the vendor of any of the provisions of the contract including delivery, the City reserves the right to cancel and terminate the contract forthwith upon giving oral or written notice to the vendor. Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the City or proven defective during the specified warranty period and to be responsible for transportation costs for return thereof to the vendor and when repaired or replaced the return thereof to the City.

**INDEMNITY/HOLD HARMLESS:**

To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the City, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the City agrees to indemnify and hold the contractor, its

employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the City during the course of this agreement.

**DURATION OF PROPOSALS:**

The proposal shall be irrevocable for a period of 60 days from date of RFP opening. An award of a contract to any bidder shall not constitute a rejection of any other bid.

**Appendix A:**

- A. At least two strands (for redundancy and/or aggregation) of single-mode Fiber optic cable.
- B. Must be capable of at least 10Gbps connectivity.
- C. Should be upgradeable beyond 10Gbps.
- D. Must be terminated in Fiber patch panels for hand-off to existing Cisco infrastructure.
- E. Entire run should be underground, if possible. If any portion of the connection is aerial, this must be clearly explained in writing and requires approval and sign-off by designated City personnel.

**Appendix B: Site Information**

**Warrensville Heights Fire Station Two**

4545 Taylor Lane, Warrensville Heights, Ohio 44128

1. City-owned building.
2. Unknown availability/quantity/quality conduits from building to street.

**New City Hall**

4743 Richmond Road, Warrensville Heights, Ohio 44128

1. City-owned building.
2. Known, available conduit(s) from building to street.
3. Move in date is scheduled for May 1<sup>st</sup> 2020, but we need this project complete and ready for testing by 4/15/2020.

**Appendix C: Pricing Sheets (Information Only)**

Product/Service	Product/Service Description	One-time Costs	Monthly Recurring Costs	Term (months)	Term (Years)	Total One-time Costs	Total Monthly Recurring Costs	Total Yearly Recurring Costs
Complete, Turn-Key, Managed, Leased Dark Fiber (240 months)				240	20			
Complete, Turn-Key, Managed, Leased Dark Fiber (180 months)				180	15			
Complete, Turn-Key, Managed, Leased Dark Fiber (120 months)				120	10			
Complete, Turn-Key, Managed, Leased Dark Fiber (60 months)				60	5			
Maintenance and Support (monthly)				1	1			
Maintenance and Support (yearly)				12	1			
<b>OPTIONAL (below):</b>								
Projected, Leased Dark Fiber; Additional 60 months (on initial 60 month term)				60	5			
Projected Cost for Additional Fiber Segment(s), (if ever appl.)				1				
Projected cost for relocation of Fiber connection, (if ever appl.)				1				
Projected Costs to Upgrade from 10Gbps to 40Gbps estimated costs				1				