

EMERGENCY RESOLUTION NO. 59-2020

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND GLOBAL BUSINESS SOLUTIONS, INC. FOR THE FIBER OPTIC NETWORK INSTALLATION TO THE POLICE FACILITY AT 601 SOUTH MAIN STREET AND DECLARING AN EMERGENCY.

WHEREAS, request for proposals was advertised for a dedicated fiber optic installation for the extension of City network infrastructure to the new police facility.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The proposal submitted by Global Business Solutions, Inc. for the fiber optic network installation to the new police facility located at 601 South Main Street is hereby accepted.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Global Business Solutions, Inc. pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to accept said proposal at the earliest possible date and prior to its expiration date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: August 25, 2020

ATTEST:

APPROVED:


Clerk of Council


Mayor

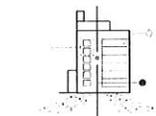
This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

Exhibit "A" E Res No 59-2020

Global Business Solutions, Inc.



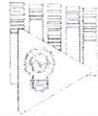
DESIGN & CONSULTING
SOLUTIONS



IT
SOLUTIONS



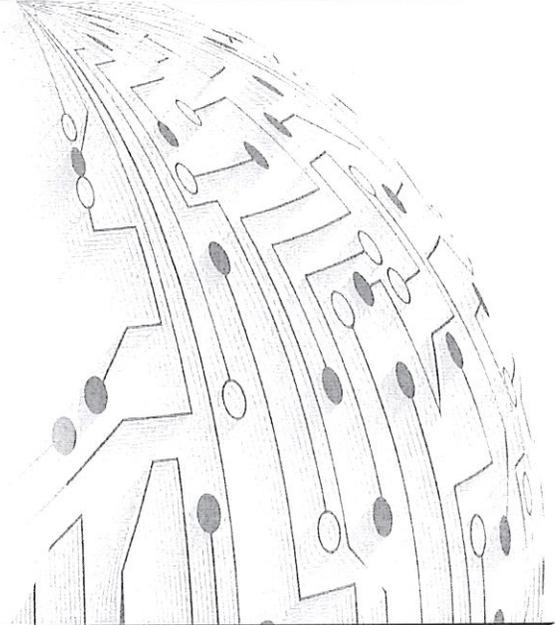
TELEPHONY
SOLUTIONS



AUDIO/VIDEO
SOLUTIONS



CABLING
SOLUTIONS



We have prepared a quote for you

City of Monroe - Fiber Optic Network Installation Bid

Quote # 028308
Version 1

Prepared for:

City of Monroe

William Brock
Brockb@monroeohio.org



Fiber Optic Network Installation Bid

Description	Price	Qty	Ext. Price
Cabling materials	\$43,342.00	1	\$43,342.00
Statement of Work <ul style="list-style-type: none"> • Directional bore (1) one 2" underground conduit between 223 Main St and 601 Main St buildings. • Include (5) five handholes set to flush w/ ground level (1 to be located in front of city park). • Install (2) two wall mount fusion splice enclosures (1 per bldg). Include 6 splice trays per enclosure. • Install J-Hooks where necessary to create cable pathways within both buildings from cable entry point to IT rooms. • Install (1) one 72-strand single-mode Armor MIC plenum cable from new 223 Bldg entry point to 223 Bldg IT room. • Install (1) one 72-strand single-mode Armor MIC plenum cable from new 601 Bldg entry point to 601 Bldg IT room. • Install (1) one 72-strand single-mode all dielectric OSP cable between buildings. <ul style="list-style-type: none"> • a. Include 50ft service loop at each handhole in preparation for future splicing. • Install (144) one hundred forty-four LC-Type splice-on connectors. • Provide soil and lawn restoration of all disturbed areas. • Label both ends of all cables with machine printed labels. • Test all strands to current EIA/TIA and BICSI standards and provide electronic test results upon completion. 			
Cabling services labor to install	\$14,220.00	1	\$14,220.00
Subtotal:			\$57,562.00

General Notes

Description	Qty
<ul style="list-style-type: none"> • 2hr Emergency Service Call Rate - \$202.50 (2 man team) • 4hr Emergency Service Call Rate - \$175.00 (2 man team) • Estimated splicing cost for 72-strand backbone in event of damage (subject to type of damage) - \$2,300.00 a. Estimated time to repair fully - 8hrs b. Estimated time to repair 1st 6-strands - 4hrs • *GBS is not responsible for private utilities to be located. • *GBS will meet with City of Monroe personnel upon project approval to determine exact Right of Way measurements. • *GBS will meet with City of Monroe personnel upon project approval to determine exact permit requirements. • *Permit costing has not been included at this time. 	



City of Monroe - Fiber Optic Network Installation Bid



Prepared by:
Global Business Solutions, Inc.
 AJ Rodriguez
 859-491-5900
 Fax 859-491-5985
 aj@gbs-inc.com

Prepared for:
City of Monroe
 233 South Main Street
 P. O. Box 330
 Monroe, OH 45050-0330
 William Brock
 (573) 539-7374
 Brockb@monroeohio.org

Quote Information:
Quote #: 028308
 Version: 1
 Delivery Date: 08/18/2020
 Expiration Date: 09/02/2020

Quote Summary

Description	Amount
Fiber Optic Network Installation Bid	\$57,562.00
Subtotal:	\$57,562.00
Tax:	\$3,741.53
Total:	\$61,303.53

Price valid for 15 days,
 Licensing not refundable,
 50% due upon acceptance,
 50% due upon completion

Global Business Solutions, Inc.

City of Monroe

Signature: _____
 Name: AJ Rodriguez
 Title: Purchasing Manager
 Date: 08/18/2020

Signature: _____
 Name: William Brock
 Date: _____





► Terms and Conditions

1. Acceptance

Buyer accepts these terms and conditions of sale by any of the following, whichever occurs first: (a) Buyer makes an offer to purchase a product or service from GBS; (b) Buyer provides a written acknowledgement of these terms and conditions; (c) Buyer accepts any shipment or delivery of any item or parts of it specified as an order. GBS enforces these terms of sale in their entirety without addition, modification or exception, and any term, condition or proposal hereafter submitted by Buyer (whether oral or in writing) that is different from or in addition to the terms and conditions stated herein is objected to and is rejected by GBS. GBS's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be GBS's acceptance or approval thereof.

2. Price and Payment

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as license fees and similar charges, however designated or levied on the sale of the products (or the delivery thereof). Exemption certificates must be presented prior to shipment in order to be honored. GBS may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise when deemed necessary. Buyer's failure to make timely payment may result in proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries and/or services, repossession of unpaid delivered goods and termination of any one or more sales agreements. GBS shall have no continuing obligation to deliver products on credit. Furthermore, GBS maintains a right to withdraw any credit approval at any time and without prior notice to the Buyer. GBS retains a security interest in the products in order to guarantee payment in full, and the Buyer agrees to comply with all sales agreements and to execute any additional documents necessary to perfect such security interest. In the event where GBS is forced to hand the sales invoice to an attorney for collection, with or without litigation, or for the purpose of enforcing GBS's security interest in the products, the Buyer agrees to pay any and all costs associated with such placement, including without limitations, attorney's fees and costs incurred prior to, during, or subsequent to trial, and collection, bankruptcy or other creditor's rights proceedings.

3. Delivery

Unless otherwise agreed upon in writing, delivery of products shall be made in accordance with GBS's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to and all risk of loss or damage with respect to the products shall pass to Buyer upon delivery of the product by GBS to the carrier or Buyer's representative. Buyer shall promptly notify GBS, no later than five days after delivery, of any claimed shortages or rejection of the delivered products. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within the specified time shall be deemed as a full acceptance of the delivery. GBS shall not be liable for any shipment delays beyond the reasonable control of GBS which affect GBS or any of its suppliers, including, but not limited to, delays caused by unavailability or shortages of products from GBS's suppliers; natural disasters, acts of war, acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failure.

4. Product Returns

GBS makes no guarantees or warranties of any kind with respect to the products, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. GBS will not be liable for any damage, loss, cost or expense for breach of warranty. The right to return defective products shall constitute GBS's sole liability and Buyer's exclusive solution in connection with any claim of any kind relating to the quality, condition or performance of any product, whether such claim is based upon principles of contract, warranty, negligence, breach of any statutory duty, principles of indemnity or contribution or otherwise. In the event GBS issues a return authorization to Buyer allowing Buyer to return product to GBS, Buyer will deliver the product to GBS's address in the United States, if so required by GBS, and Buyer shall bear all applicable federal, state, municipal and other government taxes, as well as license fees and similar charges, however designated or levied on any replacement product to be shipped by GBS to Buyer. Any Special Order items or customized products are not returnable to GBS. No Software or Software Licenses can be returned to GBS after purchase.

5. Limitation of Liability



► Terms and Conditions

GBS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALES AGREEMENT. GBS TAKES NO RESPONSIBILITY FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF GBS HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

6. Resale

Buyer shall comply with applicable laws, codes and regulations of licensing/control of, or prohibition against, shipment of products (including both export and re-exports) to other countries and/or entities.

7. General

These terms and conditions are the final, complete and exclusive for all sales by GBS to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and GBS have executed a master contract which specifically replaces the terms and conditions of this agreement, no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, or supplement the terms and conditions contained in this document. No additional or different terms of conditions, whether material or immaterial, shall be added to any sales agreement without an authorization of GBS high officer. Any waiver by GBS of one or more of these terms and conditions shall not constitute a waiver of the remaining terms and conditions hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the Commonwealth of Kentucky shall be ineffective to the extent of such prohibition without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be governed by the laws of the Commonwealth of Kentucky hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the Commonwealth of Kentucky shall be ineffective to the extent of such prohibition without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be governed by the laws of the Commonwealth of Kentucky.

► Client Responsibilities Statement

Client Responsibilities

All owner furnished equipment must be provided in good working order.

No furniture, tables, cabinets, or customizations to existing furniture are included unless otherwise noted.

Touch panel designs and programming functionality will be reviewed prior to implementation. AV programming services is subject to final review of desired functionality, panel design, and integration features desired. Changes or additions to functionality or design requirements may result in additional costs.

Configuration services for external services such as calendaring systems/exchange for room scheduling integration are by other unless otherwise noted.

All required 120 VAC/electrical by others unless otherwise noted.

All required network/low voltage cabling by others unless otherwise noted.

Wiring and cabling to be reused must be in serviceable condition and free of damages, shorts, and other defects.

Owner furnished network/LAN endpoint jacks must be accurately labeled and readily identifiable at the jack/wall plate location and equipment room.

Clear pathways must be provided for all cabling as required. All EMT/conduit is by others unless otherwise noted.

All architectural repairs necessary including patching of drywall, repairs to acoustic/drop ceilings, and carpet or tile repair are by others unless otherwise noted.



▷ Client Responsibilities Statement

Areas free of obstruction must be provided for all display, screen, and/or projector mounting locations. Additional blocking, points, or other structural work may be required and are not included unless otherwise noted.

Client must provide network/LAN and internet access for GBS technicians during the installation for configuration of system controllers/equipment as necessary.

LAN configuration services are not included unless otherwise noted. LAN readiness and configuration requirements will be provided prior to the installation of any equipment. Client's IT networking support or internal support staff must be on-site or readily available during installation.

All network/LAN connections must be fully tested and configured prior to equipment installation. Delays caused due to network not ready or improper configuration are subject to additional cost.

For areas where equipment and electronics will be installed, they must be dust free with all wall, ceiling, and floor finishes complete prior to electronics installation.

Locations where equipment will be installed or stored must be secure. All equipment delivered to the site will become the property of the owner immediately upon delivery.

Installation areas and related equipment rooms must be unlocked and accessible at the time of installation or keys/access cards provided as needed. Failure to provide timely access to onsite technicians may result in project delays and/or additional costs.

Reasonable secure accommodations must be provided for storage/staging of materials during installation as necessary.

Reasonable parking and or loading dock access must be provided as necessary.

Installation areas and related equipment rooms must be unlocked and accessible at the time of installation. Failure to provide timely access may result in project delays and/or additional costs.

Unless otherwise stated all work to be performed during regular business hours. Work requested to be performed after business hours, on weekends, or holidays may incur additional costs.

No door hardware, cabling, or customizations are included unless otherwise noted.

Compatibility of owner furnished/existing door hardware may vary. Additional hardware may be required depending on specific door configurations and designs and is not included unless specified. Hardware allowances are estimated and may vary.

Compatibility of existing wiring may vary. System requires minimum 4 conductor cabling for basic card reader functionality, 6 conductors is preferred. Cabling is not included unless specified.

Lift if required will be provided by the client unless otherwise specified. Client provided lifts will be located in area where work is to be performed or within 15 minute driving distance at scheduled time of work. Battery operation on lift to be fully charged with the battery capable of maintaining a charge for typical time period commensurate with lift type. All lift functions will be in proper working order. GBS is not responsible for any malfunction or repair required due to usage.