



COUNTY OF KENDALL, ILLINOIS
Connect Kendall County Commission

Kendall County Office Building, County Board Room Second Floor
111 West Fox Street, Yorkville, Illinois 60560

AGENDA

Thursday, June 29, 2023 at 5 pm

- 1. Call to order**
- 2. Roll Call and Determination of Quorum**
 - A. Zach Bachmann (Chair), Ruben Rodriguez (Vice-Chair), James Addis, Scott Koeppel, Keith Landovitz, Jason Langston, Anthony Magliari, James Marter, Jeff Norris, Jacob Thompson
- 3. Approval of Agenda**
- 4. Approval of Minutes: Dated 06/01/2023**
- 5. Public Comment**
- 6. Old Business**
 - A. *Review:* Request for Proposal Public-Private Partnership in Providing Fiber to the Home and Internet Services
- 7. New Business**
 - A. *Discuss and Score Respondents:* Request for Proposal Public-Private Partnership in Providing Fiber to the Home and Internet Services
 - B. Formalize meeting schedule
- 8. Chairperson's Report**
- 9. Public Comment**
- 10. Questions from the Media**
- 11. Executive Session**
- 12. Review Action Items**
 - A. Items to be forwarded to other committees
 - B. Items for COW
 - C. Items for County Board
 1. For Consent Agenda
 2. For Standing Committee Report
- 13. Adjournment**

COUNTY OF KENDALL, ILLINOIS
CONNECT KENDALL COUNTY COMMISSION
Meeting Minutes for Thursday, June 1, 2023

Call to Order – Committee Chair Zach Bachmann called the Connect Kendall County Committee to order at 6:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Bachmann, Zach	Here		
Rodriguez, Ruben	Here		
Marter, James			
Langston Jason	Here		
Addis, James	Here		
Norris, Jeff	Here		
Thompson, Jacob	Here		
Magiliari, Anthony		6:20 pm	
Landovitz, Keith	Here		
Koeppel, Scott			

Others Present –Meagan Briganti, Deputy ICT Director

Approval of Agenda – Chair Bachmann made a motion to approve the agenda, second by Member Addis. **With eight members present voting aye, the motion carried by a vote of 8-0.**

Approval of April 18, 2023, Meeting Minutes – Chair Bachmann made a motion to approve the April 18, 2023, meeting minutes, second by Member Langston. **With eight members present voting aye, the motion carried by a vote of 8-0.**

New Committee Business

- A. ***Introductions*** – Chair Bachmann stated there are no new members for updated introductions.
- B. ***Presentation: Internet connectivity at local schools – Chris Mehochko*** – Chris Mehochko, Regional Office of Education Superintendent discussed with the commission the status of connectivity to the county’s schools and associated costs.
- C. ***Update: Request for Proposal Public-Private Partnership in Providing Fiber to Home and Internet Services – Meagan Briganti*** – Megan Briganti, Deputy ICT Director stated two (2) questions have been received.

Chair Report – Chair Bachmann updated the committee the deadline for the Request for Proposal has been extended. Bachmann also stated Lit Communities will not submit. Chair Bachmann informed the committee at a meeting with the IL Broadband Office, Aurora stated they would be applying. Bachmann also stated Comcast will be applying for a grant with the state to provide internet to parts of rural Kendall County

Public Comment – None

Executive Session – None

Items for Committee of the Whole – None

Action Items for County Board – None

Adjournment – Chair Bachmann made a motion to adjourn the Connect Kendall County Commission meeting, Member Rodriguez seconded the motion. **With eight members present voting aye, the meeting was adjourned at 7:10 p.m. by a vote of 8-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk



Pivot-Tech

ciena®

Kendall County, Illinois
Providing Fiber to the Home and Internet Services

RFP

Due Date June 13, 2023

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E118th Ct City, State, Zip: Denver, Colorado 80233

Proposal Clarification Contact Person: Jim Cannon Telephone: (202) 276-2305

Email: jim@pivot-tech.io

State of Incorporation: Delaware

Entity Type: Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.


Authorized Signature

June 14, 2023

Date

James Cannon, CEO
(Printed Name and Title)

Email Address: jim@pivot-tech.io



REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois

SUMMARY

Kendall County, Illinois seeks a public or private partner to build, finance, operate, and manage (BFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next-generation, high-speed broadband internet to businesses, residences, and other entities.

[Connect Kendall County Commission](#)
[Special Committee of the Kendall County Board](#)

Kendall County, Illinois
Kendall County Board

**REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN
PROVIDING FIBER TO THE HOME AND INTERNET SERVICES**

Kendall County, Illinois is seeking a Public-Private partnership to build, finance, and maintain a middle-mile fiber network. The design will be based on our Fiber Network needs assessment.

April 25, 2023

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the RFP Documents. All Addenda shall be incorporated herein by reference as part of the RFP.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“CKCC” means Connect Kendall County Commission, a separate voting body from the County Board.

“Partner,” except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

“Partnership” means a relationship consistent with the term “Partner” above.

“Project” means the Scope of Work described in the RFP Documents.

“Proposal” means a complete and properly executed plan to complete the Project per the requirements stated in this Request for Proposal and in accordance with the RFP Documents.

“Project site” means the location where the Project will be performed, which is the following location: Kendall County, Illinois

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

“Respondent” means a person or entity who submits a Proposal and who meets the requirements set forth in the RFP Documents.

“RFP” means this Request for Proposal and any documents specifically incorporated by reference or attached hereto.

“RFP Documents” means this Request for Proposal, all Addenda, the project manual and drawings of the Project, which shall hereinafter be referred to collectively as “RFP Documents”.

B. SCOPE OF WORK:

The County, by and through its Connect Kendall County Commission, seeks a qualified internet service provider to manage a broadband and last-mile network within the county who will provide the following scope of services in accordance with the requirements set forth in this RFP and the RFP Documents:

1. The Respondent will manage the middle-mile broadband network of rings on behalf of the County.
Response: Comply.
2. The Respondent will be a financial partner.
Response: Comply.

3. The Project is being financed, in part, with grant funds. By submitting a response to this RFP, the Respondent must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.
 - a. Partnership Considerations: Using our Broadband Plan
 - b. (<https://www.kendallcountyil.gov/transparency>) as a guide, the County is looking to undertake a public-private partnership to build the middle mile with the partner providing the last mile service.
 - i. Note: the rural rings, identified in yellow in the interactive map, (<https://www.kendallcountyil.gov/transparency/broadband-assessment>), are top-priority and expected to be built first.
 - c. The County can assist, and is willing to make available the following items:
 - i. Access to existing fiber only ducts and excess available fiber
 - ii. Access to County-owned facilities
 - iii. Assist with access to identified anchor institutions-owned facilities
 - iv. Ability to expedite permitting
 - v. Depending on need, certain county property and structures can be made available for the housing of materials, parking, and/or offices

Response: Comply.

4. Scope of Services:
 - a. Design and build a high-speed network that will reach all residential addresses in the County. This includes single family homes, multi-unit dwellings, apartments, townhomes, farms, etc.
Response: Our Development company, Pivot-Tech Development, provides a consultative methodology to work with the County to define the need and then design the network that will accommodate that need...and then the business models to sustain the network long term.

We will include members of Ciena, Aeon, Mobia and Alma Global Infrastructure in these workshops to bring a full range of ideas from design to construction and operations.

The team will have varying degrees of availability, but we will always have a representative easily available to the County.

Aeon provides construction services across North America with over 70 years of experience delivering telecommunications infrastructure, ramping, and executing multiple strategic overlay programs (FTTx), territory general contracts, emergency, and maintenance contracts working in urban, rural, and remote areas. As Canada's largest full-service telecommunications contractor, Aeon brings **over 5,000 pieces of equipment and 1,300 highly skilled telecommunications constructors.**

Aeon has self-performed all phases of middle-mile and last-mile construction and understands the importance of how initial planning decisions early in the project and agreements made with cities and utilities drives schedule and constructability benefits of costs into the critical path. More than 70 years working in the telecommunications industry along with similar experience with other utilities give the SA Connects team a distinct advantage in understanding the concerns of private industry providers when negotiating design and construction considerations around their facilities while implementing our solution. Aeon takes pride in innovative approaches to projects including different labor strategies in tight

**OVER 70 YRS. OF
TELECOMMUNICATIONS
EXPERIENCE**

markets, pushing the boundaries on construction technology and processes, as well as leveraging our ability to develop partnerships. We have vast experience working in various contract models and are comfortable working with a variety of owners. Aecon provides ongoing maintenance for the networks we construct.

1,000,000+ Homes Connected to Broadband since 2015 Aecon has delivered all phases of middle-mile and last-mile broadband installation, including design, permitting, locating, aerial and buried construction, make ready, cable placing, splicing, customer acquisition, drop placement, MDU inside wire, and in-home installation. The firm has delivered this in more than 20 cities and communities.

Alma Global Infrastructure LLC (AGI) is our private equity partner. AGI is an independent infrastructure investment manager who, partnering with infrastructure developers (industrial operators, construction companies and power developers), structures, establishes and co-manages private investment platforms for the most suitable long-term oriented institutional investors to support developers' renewable energy, transportation, social and digital infrastructure project pipeline across OECD countries. AGI is an exempt reporting advisor with the US Securities & Exchange Commission with US\$70M AUM as of December 31, 2022.

We are prepared to raise \$120M of capital needed for Kendall County (more if required). We will raise funds from long term investors such as pension funds, and life-insurance companies pursuing mid-market infrastructure investments in the United States. These institutional funds have a track record in investing in similar projects, and accordingly do so because we can guarantee them a predictable rate of return on their investment. The guarantee is covered through long term contracts with creditworthy entities which we refer to as "Anchor Tenants" and/or a "P3" relationship with the county itself, and the revenue produced by the project.

At this point, **Ciena's** design utilizes seven hub sites aggregating back to a core location via 400Gbps MPLS links. MPLS was chosen for its inherent redundancy, resiliency and provisioning capabilities. Each hub site is configured to provide services for up to 8000 FTTH subscribers. The core location aggregates the bandwidth and adds border network gateway functionality and management to tie in to the billing and operational support systems. FTTH subscribers are connected using 10 Gig symmetrical XGSPON with a split ratio of 32 residences to 1 OLT port.

Ciena provides the systems necessary to run an ISP after the fiber is built, and Pivot-Tech will operate the NOC that covers three tiers: residential, Active E (Enterprise) and Cellular.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely 'fit for flexibility' today and into the future.

MOBIA was founded in 1985 and has become a leading contractor to telecom companies as a **system integrator**. With our entry to the U.S., MOBIA has partnered with key U.S. companies to bring end to end solutions to market in a creative way, transforming the art of the possible into the art of the practical.

MOBIA is experienced in working with service providers, healthcare providers and private and public enterprises through their technology transformations. With an experienced executive team and approximately 500+ professionals deployed across North America, MOBIA delivers hardware, software and professional services with a twist — a 360° approach that lets us see the challenges from your side and deliver ahead-of-the-curve solutions that get results. That's the MOBIA difference.

MOBIA consists of 6 business units that work collaboratively to deliver outcome-based technology solutions. Whether you are launching a new product or service, or modernizing an existing one, MOBIA focuses first on the business objectives of our customers and works to operationalize new technologies and processes that drive business agility and efficiency.

MOBIA's six business units of expertise are: Broadband and Wireless Services, Infrastructure Solutions, Managed Services, Cybersecurity and Digital Transformation Services and a very different approach for the U.S. At the core of MOBIA's business is a team of project managers, business and technical analysts, and technology experts with extensive experience in all aspects of delivering projects on time and within budget.

- b. Provide a minimum symmetrical 100Mbps service tier and support service tiers of symmetrical 100Mbps and up to all customers.

Response: Comply. XGSPON using forward error correction provides for 8.7Gbps of bandwidth. $32 \text{ subscribers} \times 100\text{Mbps/subscriber} = 3.2\text{Gbps}$ leaving 5.52.Gbps bandwidth for growth and functionality without oversubscription, however, oversubscription is typical and should be expected within a network.

- c. Provide a detailed proposal of all service tiers that are intended, service terms, and anticipated service costs which include all potential costs to the customers.

Response: We anticipate taking a market-driven approach to service tier pricing to ensure the symmetrical 100 Mbps tier is affordable and attractive to all customers. We do not anticipate the need for lower speed tiering of the network but can implement it if required. We will monitor traffic usage on a per-customer basis and implement additional charges for excessive monthly usage, for example above 1 Terabyte per month.

However, we would anticipate detailed service tier definition is something that would be refined in collaboration with Kendall County as part of the network design as costs are better understood.

Ciena offers a broad suite of value-added services that help to build, operate and improve networks. We believe that our service offerings and a close collaboration with the County, provide us with valuable insight into the network and business challenges, allowing us to provide services to meet the desired business outcomes. We have broadened our services portfolio to include additional advanced services, including network migration and transformation, optimization, and multi-vendor service capabilities. Through these transformation initiatives, we believe that we can improve the cost model of our services offerings and drive greater business

value for the County.

Our global services portfolio includes a range of offerings to meet customer needs and maximize their network infrastructure investment throughout the network lifecycle. These include:

- **Build.** Consulting and network design services to enhance network performance or migrate to next-generation infrastructures, implementation services to facilitate proper planning and design, installation and deployment services, and systems integration services to integrate third-party solutions;
- **Operate.** Maintenance services that provide end-to-end support for network hardware and software, and managed services to provide management of network infrastructure operations; and;
- **Improve.** Optimization services designed to ensure that networks are running at peak performance, and training services designed to enable customers to better understand and operate their networks.

These services are delivered using a combination of our internal services resources, technical support engineers, and qualified and authorized third-party service partners.

- d. Provide customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of a phone answering facility.

Response: Comply. Customer service standards will be defined in collaboration with Kendall County to meet or exceed industry standards. More importantly the design of redundancy and automatic failover into the core network design will greatly reduce the frequency and impact of any service degradation in the event of fiber-cuts or equipment failure.

See attached Ciena Hardware Warranty and Repair Service Description for detailed services.

- e. Provide a cost of the proposed network. If the County is expected to contribute, Respondent should indicate how the County will be reimbursed for its investment.

Response: Comply. Cost of the Ciena portion of the proposed network is \$10.85M or \$206.08 per subscriber and can be expanded or contracted as necessary (100% take rate is probably not a realistic expectation, but growth in the county is). Annual services of \$428K or \$8.13 per subscriber.

An optional estimate has been developed adding in 6 channel OADMs to provide wave division multiplexing with 5 channels available for additional growth. The optional estimate is \$11.23M, \$213.29 per subscriber with annual services of \$441K or \$8.38 per subscriber.

From a construction perspective, we will need more information regarding permitting process, micro-trenching, number of aerial miles etc...but **we are not anticipating the county will need to provide CapEx spend for this project**, given the P3 requirement. In general, rural fiber construction averages \$2,000 - \$2,500 per home passed and urban builds average \$800 - \$1,500 per home passed ...all inclusive.

- f. Provide complete and detailed responses to the Technical Proposal.

Response: As with any successful project, it all starts with planning, and we would again recommend a set of workshop sessions which can bring the needs and desires of the County into focus.

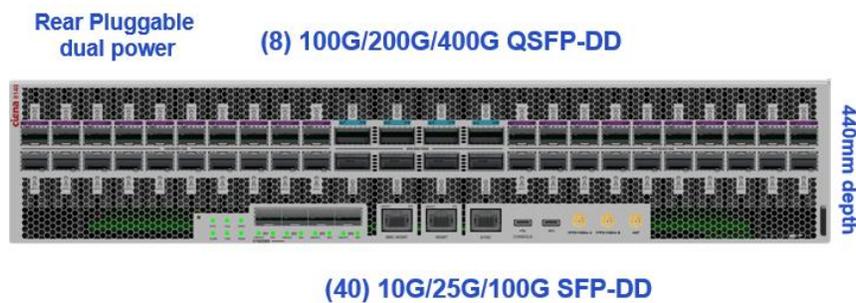
A more detailed project schedule will be provided as the project discussions start and shall provide the project implementation schedule including timelines for the different deployment activities of the complete project. This shall be provided upon award on clear understanding of the project deliverables. Any changes in the project timelines will be mutually agreed between the parties at any stage and shall also reflect the new version of the implementation schedule. The activities that are displayed can be achieved concurrently depending on requirements of the project, which would have an impact on the overall timeline.

5. Technical Proposal:

- a. Describe the technical components of the network, providing detail regarding the key design decisions to support 100Mbps for all customers.

Response: Comply. The network consists of MPLS enabled redundant switches at the Core and Hub locations.

At the Core location, the Ciena 8140 has been chosen.

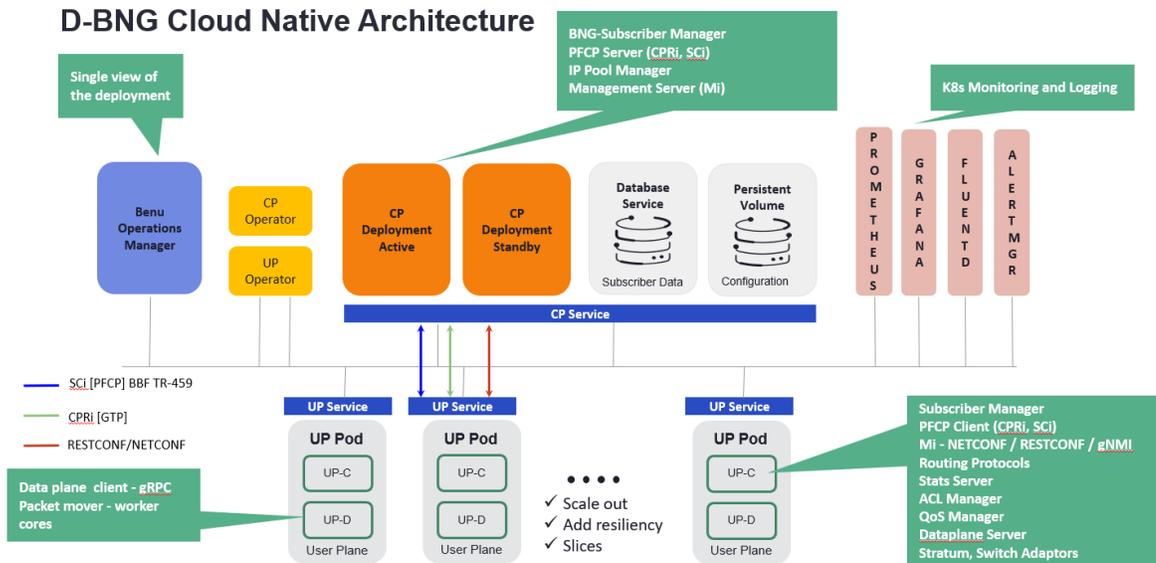


Seven of the eight 400G QSFP-DD ports shall interface to the remote Hub locations, the eighth is available as data bandwidth surpasses several hundred Gb to provide 800Gb (400Gb per 8140) of data services. Four of the 100g ports shall be link aggregated for a data interconnection between the chassis.

Data connectivity can be incremented starting at 10G or 25G but is expected to be at 100G per increment.

The remaining 10/25/100G ports are available for ancillary interconnections (in band management, wireless, servers etc.).

The Ciena virtual BNG is also added in for subscriber management services. The BNG has been spec'd in for four redundant user plane servers and two redundant control plane servers (servers are not included, control plane servers with 60G ~5.5k ea). Software licenses sized for 5Mb per subscriber simultaneously (56k subs), 30% CGN bandwidth – initial bandwidth requires 100G user plane servers (~6k ea) but hardware should be scaled based on longer term requirements, allowing license addition to scale as network grows.



Ciena equipment management, control and provisioning is included via redundant MCP, servers not included.

Optionally at the Core and Hub locations, DWDM equipment can be added to multiply the fiber capacity as mentioned in 5e. Higher channel count options are also available however for this network the Ciena ELS 6 channel OADM has been chosen.



The ELS 6 channel OADM is 1RU and two would be required at the core facing each Hub. Likewise, two would be required at each Hub facing the Core. The first channel would be used for the initial 400G wavelength with five additional channels available for coherent optical growth – wholesale or network augmentation.

At the Hub location, the Ciena 5166 has been chosen.



Redundant 400G QSFP-DD ports shall interconnect both the Hub to Core and Hub to Hub switches. Each Hub has been designed with eight 5166s in mind requiring 8 RU of space. Each Hub is capable of providing services to over 8000 subscribers and is initially equipped to support 7488 subscribers. The 1/10/25G ports can be configured to support XGSPON and direct Ethernet services today. There are 21 additional ports available at each hub site. Ciena is building a 25G synchronous PON (25GSPON) that will also plug in to these ports providing additional future proofing. Redundant/Resilient connectivity to anchor

sites and wireless sites is expected from separate ports on two 5166s.

At the residence, the Ciena 3801 has been chosen to meet the requirements, however, there are additional ONTs providing additional bandwidth and functionality.



The 3801 provides XGSPON termination to Ethernet at the residence and is capable of speeds from 10Mbps to 2.5Gbps meeting the 100Mbps requirement and exceeding it.

- i. Describe the capacity of the back haul connection and plans for growth

Response: Comply. The network is designed to be capable of fully non-blocking connectivity from the end customer at 100Mbps (assumption of 56000 subscribers which includes ~ 6% growth over existing subscribers, or 8000 subscribers per HUB) through the PON network, through the 5166 – 8140 MPLS network to the back haul connection. The back haul connection can be incremented using the 10/25/100G/400G ports on the 8140 and can grow as necessary. As bandwidth at the HUB grows toward saturation, additional optical connections to the CORE can be added to split the HUB in two providing 1.6Tb of bandwidth. This would require 2 additional fibers to the HUB per diverse direction or use one additional wavelength on each ELS system. This growth scenario can continue up to saturation of the ELS system (6 channels) and beyond on additional fibers. At the core, an additional 8140 pair would be added to interconnect with the HUB growth. The BNG also is capable of growth as bandwidth increases and as mentioned previously the hardware (server) can be sized accordingly and/or scaled with additional servers.

- b. Affirm that the network will strive to serve a majority of the unserved/underserved residential properties in the County

Response: We affirm that the network will do so.

- c. Provide a reasonable explanation of the intended construction methods and materials, deployment plan, and construction restoration plan. It is expected that during the project and at the conclusion of construction, County residents and property owners will see minimal indication of the network construction.

Response: Construction methods and materials will use the latest, industry-leading methods (such as directional drilling) micro trenching, aerial and materials designed for both speed of construction and extended service life-times.

- d. Describe the resources that will be provided following the construction phase to support the installation, maintenance of the network, and customer support

Response: We propose that a Network Operations Center (NOC) would be included in the network design and build. The NOC will be designed to full provision all the network elements using a Software Defined Network (SDN) model. In addition, the NOC will support 24/7/365

monitoring of network elements and fiber paths using industry standard network monitoring protocols.

- e. Describe in detail the expectations of the partnership, listing opportunities to leverage existing County infrastructure, wholesale bandwidth requirements, and additional resource needs.

Response: As we are not currently aware of existing network elements or capabilities, we would request and or seek to perform an audit. With the audit complete, we would, wherever possible leverage or upgrade existing network / infrastructure to simplify deployment and reduce costs.

- f. Willingness to have both fiber-to-the-home and wireless connectivity

Response: Comply. Core equipment and Hub equipment is configured to provide synchronous functionality to allow for high speed wireless services. Interconnections from the Core or Hub equipment to the wireless handoff/tower can be redundant to separate systems to ensure resiliency. Both links can be used to provide bandwidth. Core sites have 10G/25G/100G connection capability. Hub sites as configured have 10G/25G connection capability. An estimated cost for hub site 25G redundant optics and tower site 25G redundant optics with a Ciena 3984 running MPLS is \$9.7k. This same equipment could be used to provide advanced services to the Anchor Institutions.

- g. Provide proposed network up-time; plans to ensure maximum up-time

Response: Comply. Core equipment is configured in a redundant manner. This includes geo-redundancy capable management systems and vBNG functionality across four user plane and two control plane servers. Hub sites have redundant links and diversely routed links to the core. As is typical, the OLTs and last mile are not redundant.

6. Initial Agreement Terms

- a. To better understand the potential terms of an agreement between the Respondent and the County, and if those terms will be suitable for both parties to begin entering into a negotiated agreement, the following items should be included in the response:

- i. Provide an explanation of, and the data to demonstrate, the financial capacity and capability to undertake this project. Among other documents, audited financial statements, bank statements, or SEC (Securities and Exchange Commission) filings may be provided.

Response: Ciena's website is www.ciena.com. We routinely post reports, customer press releases, news and announcements, financial results and other important information about our business.

Alma Global Form ADV



ALMA GLOBAL INFRASTRUCTURE LLC - Form ADV Amendment As Filed 3-17-22_(16767258).PDF

Aecon has delivered 900,000 plus homes past for FTTH Broadband Services for Bell Canada nationally. AECON is also a primary supplier to TELUS nationally in Canada. Bell and TELUS are two the three major carriers nationally in Canada.



- ii. A detailed example of service terms that outline the commitment to subscribers regarding service level, outage response, pricing adjustments, and service quality.

Response: As the requirement is for that of an “open Network”, a great deal of the address level service agreement will be under the purview of the ISP who attends the end customer. From a macro perspective, all devices will be monitored in real-time for conditional operating condition. Our network SLA will encompass a response time tied to an event severity. The ISPs who lease the network will normally request a strong SLA which they can pass along to their end users. We will work with the ISP tenants to ensure a minimum standard is met at the drop zone.

- iii. An example of the terms and conditions the Respondent would present to the County as part of this agreement. Please highlight terms that would be absolute requirements of the potential agreement as well as terms that the Respondent is willing and able to negotiate.

Response: Given the request by the County is for a public, private partnership arrangement, we will insist that the typical terms of a “P3” are adhered to. These terms include a “Build, Operate, Transfer” approach with funding backed by the credit worthiness of the County.

- iv. Please provide any potential compensation and service usage proposals.

Response: Given our layered architecture plan there may be revenue share opportunities. We seek to bring useful and desirable extensions to the fiber network where they make sense, including cellular service, private networks, smart city, smart ag, etc. We can certainly “open the books” to engage in a revenue sharing agreement with the county.

- b. The County seeks a Respondent that can demonstrate their business model is tested and demonstrate experience operating an economically viable communications network over time. The Respondent’s business plan demonstrates long-term sustainability (including, for example, sufficient cash flow to ensure that network equipment can be refreshed and replaced consistent with industry norms). Depending on qualification and experience, the County may choose to negotiate for the inclusion of a performance bond, first-right-of-refusal, buyout option, and/or a net lease agreement of some form.

Response: Pivot-Tech

Pivot-Tech’s main role is business development, customer relationship and ongoing program management. We build teams that are durable and provide best of breed solutions. Our partners have decades of successful deployments and operations. Our lead partners are Alma Global and Ciena, and their narrative should provide the flavor of the credentials of our team.

Alma Global is an employee owned infrastructure investment management firm headquartered in New York. AGI's principals US\$20+bn track record of committed financing over the last 10 years shows their continued good standing in the investment community. AGI is an exempt reporting advisor with the SEC and assets under management of \$70M as of December 31st 2022.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely 'fit for flexibility' today and into the future.

With approximately 8,000 specialists in 35 countries, we support more than 1,600 of the world's most agile networks. Our inspiration to innovate comes directly from the unique dynamics of each customer's business. Ciena engineers have received more than 2,000 patents, representing a diverse range of inventions that underpin our customers' continued success.

Milestones include the first:

- 100G transport SDN testbed adopting OpenFlow and an open source controller
- Coherent 40G, 100G, 400G, and 800G
- OTN control plane on an optical switch
- Carrier Ethernet aggregation switch supporting a virtualized switching architecture
- Intelligent optical core switch
- Packet-optical convergence platform
- Software portfolio purpose-built for service lifecycle automation
- Carrier SDN platform
- Multi-domain orchestrator that integrates data center, NFV, and the WAN

7. Additional requested responses:

- a. Overview of Respondent's services and statement of core business competencies.

Response: Pivot Tech Development, Inc. is a business development and program management company. As such we bring innovation to the fiber and telco networks. In addition, we assemble a team of end-to-end partners who can expertly bring those innovations to fruition. These partners are some of the industry's leading names and include everything from private equity, construction, hardware, software and operations. Once engaged, Pivot-tech becomes the program manager to ensure all facets tie together for long term sustainability.

- b. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into the County, and how such network expansion fits within Respondent's broadband footprint.

Response: In the case of Kendall County, we see the need is for a private equity based model. Our partners are well versed in P3 models and are members of AIAI (Association for the Improvement of American Infrastructure). In addition we have a cadre of international investment platforms who bring long term funds to these projects.

We have a digital divide in the U.S. because some areas are not easily served, or the nearest ISP would have done so by now. Pivot and our partners understand the need for every address in America to have high speed internet access and we have tailored our program to ensure that end.

- c. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing.

Response: Pivot-Tech is a newly formed development company, but the bio's below will provide our credentials. In addition, Alma Global has funded infrastructure projects over a \$20B+ track record over the past 10 years.

This team all have their own references, Alma, Ciena, Aecon and others are well known in the industry and stand on decades of accomplishments.

- d. Overview for Respondent's executive team and any individuals who will be directly involved in the proposed Project.

Response:

Pivot-Tech Team:

James Cannon, CEO

Email: Jim@pivot-tech.io

43 year career in both telecom and cable including building and operating four MVNOs over the period of 2006-2013. Jim designed U.S. cable operator Charter Communications' MVNO system end-to-end, "Spectrum Mobile". Jim is an electrical engineer who understands system design but most importantly business use cases for technology. He is well versed in cable architecture as well as fiber networks in addition to his wireless knowledge. Jim brought together a group of "A Team" companies to respond to RFPs and other opportunities from an end-to-end perspective, he is an industry thought leader and respected speaker.

John Bowles, COO

Email: John@pivot-tech.io

John has a wide range of telecom experience in telecom gained over 30+ years. He assisted regional Bell operating companies to become market driven post divestiture, including Pacific Bell, Ameritech, US West and Southern Bell. John co-founded four MVNOs between 2006-2013 and he designed and developed a cloud based mobile PBX system for ATT Mexico.

Michael Adams, CTO

Email: Michael@pivot-tech.io

Michael has a 30 year career in broadband network development including the National Backbone fiber-optic network for Time Warner Cable's Road Runner ISP (now Charter Spectrum). Michael has a successful track record of VP Engineering roles at Time Warner Cable, Terayon and Ericsson. He is a published author of two cable engineering textbooks: "Open Cable Architecture" Cisco Press, and "Modern Cable Television Technology" Morgan Kaufman Publishing. As an industry leader and Cable TV Pioneer, Michael is an accomplished speaker and evangelist of new technologies.

Ciena Team:

Lloyd Sergent, *Director of Sales Engineering*

Email: lsergent@ciena.com

Lloyd has over 40 years' experience working with Regional Service Provider customers to design and build out networking solutions. Over his 40 years of industry experience at CIENA and Nortel, he has worked with customers to build out some of the most advanced networking solutions deployed across the United States. Currently, Lloyd leads the CIENA Sales Engineers for the Emerging Markets and US Broadband Team's.

Rob Cook, *PE Consultant – Field Systems Engineering*

Email: rcook@ciena.com

Rob has over 25 years' experience working with and for telecommunication service providers. Rob is an engineer on the Ciena Broadband Specialist team focusing on new customer networks in the middle and last mile.

Aaron Lundblade, *Sr. Sales Engineer*

Email: alundbla@ciena.com

Aaron possesses more than eight years of experience in Network Engineering, working alongside service providers on some of the world's most extensive networks. Throughout his five-plus years at Ciena, he has collaborated with clients to develop and implement some of the largest Ciena networking solutions ever deployed by Service Providers. In his current role, Aaron serves as a specialist for the Broadband team, showcasing his expertise and commitment to excellence in the field.

Josh DeLancey, *Sr. Account Executive*

Email: jdelance@ciena.com

Josh has been with Ciena for 5 years. During his tenure, he has successfully managed several state and local government accounts with a strong focus on broadband engagements over the past two years. Now part of the Broadband Specialist team, he is the primary contact for all Ciena matters for Kendall County, Illinois.

- e. Respondents willingness to have the network remain “open access” of the middle mile Broadband Infrastructure, making it available to multiple service providers, on a non-discriminatory basis, including terrestrial and wireless last mile broadband providers and any other party making a bona fide request for access to the conduit and/ or fiber.
Response: We will comply with this requirement.
- f. How the Respondent will ensure user protections and the security of its network.
Response: Ciena's Manage, Control and Plan (MCP) domain controller provides intelligent, data-driven, software-defined programmability to lifecycle network operations across multi-layer Ciena-based encrypted infrastructure.
- g. Respondent Pricing Components
 - i. The proposed rate structure and speed tiers for the various end users to which service will be available through the Project. Respondents must provide one-time costs, such as customer premise equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.

Response: With an “Open Network” requirement, this group can only provide access to the drop. From the drop connection to the home is an ISP tenant responsibility. Pivot-Tech will ensure that each ISP has the speed and pricing plans to offer competitive services, not just among the various tenants but also competitors outside of the network we build. We target a FttH retail cost between \$50-\$75 per month.

- ii. How the Respondent will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.

Response: All network tenants will be given 90 days warning before a rate change is made to their wholesale terms. We anticipate a “board” comprised of county and tenant representatives as well as Pivot-Tech operating members who will decide on the rate levels and terms.

- iii. Network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

Response: Network monitoring will be done at the NOC level and we anticipate utilizing Blue Planet software for real time conditional intelligence. Customer service will have a tiered approach. Tier 1 is direct contact with end users; this may be provided by the tenant ISP or contracted to Pivot-Tech. Tier 2 is for drop zone issues and Tier 3 is for parent network issues that can only be addressed by the team within this response. Pivot-Tech will manage the Tier level supports. Network redundancy is built into the enterprise architecture of Active E and we are suggesting wireless loop 4G/5G back up for residential. Network upgrades will tend to be speed or capacity related and be handled at the Central Office, these usually include a network card upgrade.

- iv. Revenue-share opportunities for the County from the Project are considered secondary to County’s priorities. However, it is the County’s expectation that the Broadband Infrastructure will generate revenue that can be reinvested locally and provide additional services and/or internet literacy programs. Respondents should include any proposed revenue-share opportunities in sufficient detail for the County to analyze the potential benefit prior to issuing award under the RFP.

Response: Our architecture is designed to enhance sustainability. As such we look at “overlay” opportunities for the fiber build which will add revenue and provide for great traffic over the fiber network. These “overlays” are: Cellular service via small cell radios, private networks for hospitals, campuses and municipal customers, smart city project and smart agriculture opportunities. We are certainly willing to negotiate a revenue split with the county for customer acquisition and relationship management. We are particularly interested in educational recipients of rev share funds. In addition, we are predisposed to hire local O&M staffing.

- v. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this Project or others in the future).

Response: Our partner “Widely” (<https://widely.com/funding/>) is an excellent source of assistance in grant research and grant application processes. We will certainly make introductions to Widely. Obtaining government funding is a complex process and can be a burden on your administrative staff. By providing Compliance and Consulting Funding Services, Widely can ease that burden and improve results. Use our support to write and submit your application, complete any reporting and documentation requirements, and

ensure compliance with all guidelines.

- vi. If applicable, Respondent should provide examples of any customer affordability programs the Respondent has instituted and/or managed in other communities and describe the potential for such similar programs in its proposal to the County.

Response: There are several federal programs which subsidize the end user subscription and we will work with the tenant ISPs to ensure that these programs are available to their end users, such as ACP cited below.

- h. The County seeks to own the middle mile network, but is willing to negotiate other proposed options, and partner with the Awardee for the design, construction, financing, operation, and maintenance of the middle mile network, as well as last-mile expansion. Partnership can take many forms. Please detail how the Respondent proposes to work with the County on the middle mile and last-mile deployment contemplated herein and the purported benefits of such arrangement for each party.

Response: We are proposing a Public Private Partnership. This necessitates a “Build, Operate, Transfer model. As the county will want to lessen their liability in payment guarantees, we will propose a layered architecture. By layered we mean that there are several revenue producing profit centers that will bring traffic to the fiber network, not simply the revenue from the expected uptake at the addresses provided via GIS. These services include: small cell telecom system to improve customer experience, private networks for enterprise locations, smart city and smart Ag deployments. All of these services add revenue to the system while reducing the liability of the county. In addition, the eco-system provides for long term sustainability of the network.

- i. How the Respondent will market the Broadband Infrastructure to users in the county, once available and what assistance is expected from the County for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.

Response: The marketing department at Ciena is prepared to provide introductory and long term marketing materials for the area of the build. We will not rely upon the county for materials, but we will express a partnership with the county in the offering.

- j. Confirmation that the Respondent is enrolled in the Affordable Connectivity Program (“ACP”) and information regarding any additional low-cost offers that would be made available with Respondent’s service.

Response: Yes

- k. Any additional digital inclusion efforts included in the Respondent’s Project.

Response: Uptake is often dependent upon the availability of customer computers and other equipment. We will make available through our partners a low cost computer/laptop/phone program that includes trade in allowances and financing. We would also welcome the chance to work with libraries and schools for training classes on computer use.

- l. Any additional services that will be made available in the County through the Respondent’s proposed Project. This includes, but is not limited to public Wi-Fi, Internet of Things (“IoT”) use cases such as smart utility monitoring, and others.

Response: As stated in section “h.” above, our layered services offering will enhance customer experiences across a wide spectrum of expectations. Public WiFi will be present in parks and specified areas, and “Smart” systems and cellular service are high on our priority list for the

reasons cited in “h.”.

Minority business firms are encouraged to submit Proposals on the Project, and Respondents are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Proposals for the Project.

Also, the RFP Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the RFP Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

Response: Read and Understood.

C. **BASIS OF PROPOSALS:**

The members of the CKCC will review all bids. Pursuant to the Kendall County Procurement Ordinance, the County Board shall make the award to the responsible Respondent whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The members of the CKCC may consider the following factors in making its selection and may assign 1 to 5 points for each of the items below: Based on this criteria and the members’ evaluation, the top 2 or 3 Proposals will be presented to the County Board. Respondents may be required to present to the County Board in person and virtual presentations are acceptable. The Project will be awarded to the Respondent with the highest rank according to the following matrix:

1. Experience and qualifications of the vendor and personnel assigned to this project
2. Ability to meet financial backing for middle mile
3. Ability to provide last-mile financial plan
4. Ability to meet requirements of grants associated with this build
5. Ability to complete the build requirements listed in this
6. Experience maintaining middle-mile fiber networks
7. Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
8. Ability to meet and surpass minimum project requirements (100 mbps)
9. References

Response: Read and Understood.

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Respondents desiring to address items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, alternate proposals must be clearly marked as such and deviations from the specifications must be plainly noted. The proposal must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County’s sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.

Response: Read and Understood.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
April 25, 2023	RFP Documents available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 24, 2023	Questions due to CKCC@kendallcountyil.gov no later than 12:00 p.m. (CST)
May 24, 2023	Questions answered via addendum and posted on the County’s website no later than 4:00 p.m. (CST) at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 31, 2023	Sealed Proposals due no later than 12:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 111 W. Fox Street, Yorkville, Illinois, 60560
June 22, 2023	Proposal review and scoring at CKCC meeting
July 13, 2023	Selected Respondents present at Committee-of-the-Whole
July 18, 2023	County Board potentially approves contract of selected vendor

Response: Read and Understood.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

All documents will be available at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> starting on the date noted in Subsection D above.

Response: Read and Understood.

F. ADDENDUM:

Any, and all, changes to the RFP Documents are valid only if they are included by written addendum to all Respondents. Addenda are written instruments issued by the County prior to the date for receipt of Proposals, which modify or interpret the RFP Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the RFP Documents. Only Meagan Briganti or Matthew Kinsey has the authority to issue an addendum for these RFP Documents.

No interpretation of the meaning of the plans, specifications, or other RFP Documents will be made orally. All Addenda will be posted at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Each Respondent shall confirm prior to submitting a Proposal that all Addenda issued by the County have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the RFP Documents and Addenda. Failure of the Respondent to receive and review any addendum or interpretation issued by the County shall not relieve the Respondent from the obligation under their Proposal as submitted. Failure of a Respondent to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Respondent to submit a Proposal improperly.

Response: Read and Understood.

G. QUESTIONS

Should a Respondent require any additional information about this RFP or any other RFP Documents, such questions should be directed in writing to the County. All questions should be sent to:

Connect Kendall County Commission

Subject: Broadband RFP Questions

E-mail address: CKCC@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than 12 p.m. (CST) on May 24, 2023.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> and sent to all Respondents.

Response: Read and Understood.

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit Proposals electronically in .PDF format via email to: CKCC@kendallcountyil.gov. The subject of a Respondent's email should read "Proposal for Broadband RFP".

All Proposals must be received by the above-referenced email address no later than 12 p.m. (CST) on May 31, 2023 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

Response: Read and Understood.

B. Modification or Withdrawal of Proposals:

Prior to the date and time designated for receipt of Proposals, a Respondent may submit a new Proposals to replace a Proposal previously submitted, or withdraw its Proposal entirely, by sending written notice to the person designated to receive Proposals on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Proposals. The person receiving Proposals shall verify that the replaced/withdrawn Proposal is removed from the other submitted Proposals and not considered. Notice of submission of a replacement Proposal or withdrawal of a Proposal shall be worded so as not to reveal the amount of the original Proposal.

Response: Read and Understood.

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly read on **May 31, 2023 at 2 p.m. at 111 W. Fox Street, Yorkville, Illinois 60560**. Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

Response: Read and Understood.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. **What Information Must Be Included In The Proposals:** All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
 - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
 - All other requirements included in the RFP Documents
2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.
4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.
5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.
6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.
8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.
12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.
13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

Response: Read and Understood.

B. Modification or Interpretation of RFP Documents:

The Respondent acknowledges that some of the existing conditions shown in the RFP Documents are presented for information as an approximation and are not a substitute for the Respondent's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Respondent from any of the requirements of the RFP Documents or any contract entered into by the County and the successful Respondent.

The Respondent shall carefully study the RFP Documents, shall examine the site and local conditions, and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these RFP Documents.

Response: Read and Understood.

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to issue its award subject to the criteria referenced in Section 1, Subsection C. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a Proposal confers no rights on the Respondent to selection or to a subsequent contract. This RFP process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Proposal, Respondent acknowledges the County's decision is final, binding, and conclusive upon the Respondent for all purposes.

All Proposals submitted shall be considered firm offers and will be binding for one hundred and eighty (180) calendar days following the due date for submittal of sealed Proposals, unless, upon the County's request, the Respondent agrees in writing to an extension.

The failure of a Respondent to promptly supply information requested in the RFP Documents may result in the Respondent being eliminated from consideration.

The County reserves the right to reject any or all Proposals, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the RFP Documents, or to supplement, amend, or otherwise modify the RFP Documents, without notice. The County may seek additional information or clarification from a Respondent at any time and failure to respond promptly may be cause for rejection of the Proposal.

The County reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. The Respondent's failure to agree to the Terms and Conditions included in the RFP Documents or to otherwise meet the requirements of the RFP Documents may result in the disqualification of the Respondent's Proposal from further consideration as an unresponsive Proposal.

Response: Read and Understood.

D. Execution of Contract:

The accepted Proposal shall be contracted by the County for the total stipulated sum set forth in the accepted Proposal. The County will not be responsible for any additional charges above the accepted Proposal unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Proposal submitted by the successful Respondent and the RFP Documents (including, but not limited to the Terms and Conditions set forth below in this RFP) will become a part of the contract awarded as a result of the Proposal process.

Response: Read and Understood.

SECTION 4: TERMS AND CONDITIONS

The Respondent's failure to agree to the following terms and conditions may result in the disqualification of the Respondent's proposal from further consideration as an unresponsive Proposal.

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. Respondent understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Proposal, or presently under construction at the Project site;
3. The Proposal complies with the RFP Documents;
4. Respondent has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
5. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

By submitting a Proposal, Respondents agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Respondent:

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.

3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services:

See "Scope of Work" in Section 1, Subsection B above.

4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project with the aim of mutual benefit to both parties.

All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a

written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Respondent understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be repropose in same manner as the original contract. *See* 50 ILCS 525/5. Respondent also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.
7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

- b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
- i. Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Respondent’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Respondent’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent’s insurance and shall not contribute with it.
- e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
 - h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.
 - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of

termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

12. Respondent agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Respondent and Respondent’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
18. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Respondent. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Respondent. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County’s Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-

4171, or fax 630-553-4214, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Respondent, to:

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.
21. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Respondent or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Respondent or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
 1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
25. Respondent agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
26. The County and/or Respondent’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
28. Respondent understands that the County is utilizing funds received pursuant to the American Rescue Plan Act (“ARPA”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
29. Respondent understands the County will be utilizing funds received from a grant (“Grant”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the County’s Grant requirements. Also, Respondent agrees to promptly provide the County, at the County’s request, with any documentation and any other information necessary for the County to comply with the County’s Grant reporting requirements.
30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
32. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E 118th Ct **City, State, Zip:** Denver, CO 80233

Proposal Clarification Contact

Person: Jim Cannon **Telephone:** 202-276-2305

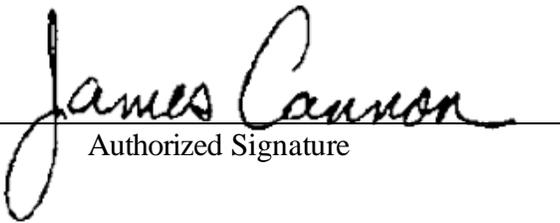
Email: jim@pivot-tech.io

State of Incorporation: Delaware **Entity Type:** Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

5. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
6. Respondent acknowledges receipt of any and all Addenda to this RFP.
7. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
8. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.



Authorized Signature

James Cannon, CEO

(Printed Name and Title)

June 14, 2023

Date

jim@pivot-tech.io

Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME: Pivot-Tech Development, Inc.

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.
2. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug- Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

 (Initials)

- B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

 (Initials)

- C. **CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

 (Initials)

- D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this 14th day of June, 2023.

Respondent's Name: James Cannon

Mailing Address: 6674 E 118th Ct Denver, CO 80233

Telephone Number: 202-276-2305 **Facsimile Number:** _____

Email Address: jim@pivot-tech.io

Website: www.pivot-tech.io

Type of Business Organization: (Check the box that applies)

Sole Proprietor

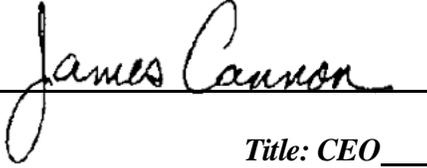
Corporation

LLC

Partnership

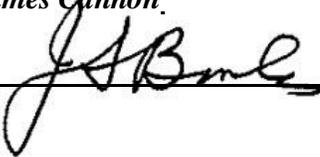
Limited Partnership

Other: _____

Signature of Authorized Representative: _____ 

Printed Name: James Cannon

Title: CEO

Attested by: _____ 

Title: COO

Respondent's Professional References

As part of their Proposal package, the Respondent must provide at least three (3) professional/client references for services the Respondent has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: Roland Berger

Contact Person's Name: Wim D'Hondt

Telephone Number: 438-492-1013 Facsimile Number: ___

Mailing Address: 330 Bay Street Toronto, Canada

Email: wim.dhondt@rolandberger.com

Description and date(s) of services: Ongoing. Fiber and Telecom

Reference #2:

Professional Reference Name: Dish Network

Contact Person's Name: Jennings Orcutt

Telephone Number: 720-937-5290 Facsimile Number:

Mailing Address: 5701 S Santa Fe Drive, Littleton, CO 80120

Email: Jennings.orcutt@dish.com

Description and date(s) of services: Telecom and Fiber, ongoing

Reference #3:

Professional Reference Name: Arukona, Inc.

Contact Person's Name: Alex Cavgalar

Telephone Number: 316-214-7361 Facsimile Number:

Mailing Address: 9229 E 37th St N Ste 202, Wichita, Kansas, 67206

Email: alex.cavgalar@aruknoa.com

Description and date(s) of services: Fiber and Telecom ongoing



Vero Fiber Networks response to:

**REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP Kendall
County Connect Fiber Middle Mile Project**

Prepared For:



Kendall County
ILLINOIS



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Executive Summary

Vero's proposal is for a newly constructed fiber network along all of the identified paths with dedicated fiber optic cables.

Our Solution

Vero is proposing to build a new fiber optic network with over 150 miles of new middle mile connectivity. The network will have mid access points throughout, making last mile connectivity easy.

Vero Supports Kendall County's Middle Mile Initiative

Vero has taken careful consideration in the fiber design and have routed fiber paths in close proximity to unserved and underserved areas throughout the county. Vero's approach is to bring a complete community solution to this region. Our business provides fiber based services to homes, businesses, schools, hospitals, and other anchor institutions, data centers, and wireless infrastructure in the markets we serve.

Four Key Reasons Why You Should Choose Vero:

1. **Trusted Partner.** Vero offers a complete community solution. Vero serves thousands of broadband customers today and more than 60 school districts. We are easier to work with, more responsive, and flexible than incumbent providers.
2. **Illinois Experience.** Vero has constructed or is in the process of constructing networks across the state for more than 30 School Districts. This experience provides you confidence that we can deliver on a project of this scale in the timeframe required.
3. **Commitment to Closing the Digital Divide.** Vero was created to invest in underserved areas. We are committed to working with Kendall County to serve unserved and underserved communities and provide a fiber broadband alternative to the incumbents in the area.
4. **Open Access.** All Vero metro networks are Open Access.

Scope of Services

Vero Networks Solution

Vero Networks offers a full community solution for all residents of Kendall County. Vero provides high speed internet and other fiber based connectivity solutions to all customers in a community including residences, small businesses, large enterprise, schools, libraries, healthcare, and other community anchor institutions. Our fiber to the premise service is reliable and affordable. For residents in Kendall County, this leapfrog in technology from cable and wireless to fiber enables online learning, work from home, and collaboration with extended friends and family that may not have been available to all residents before.

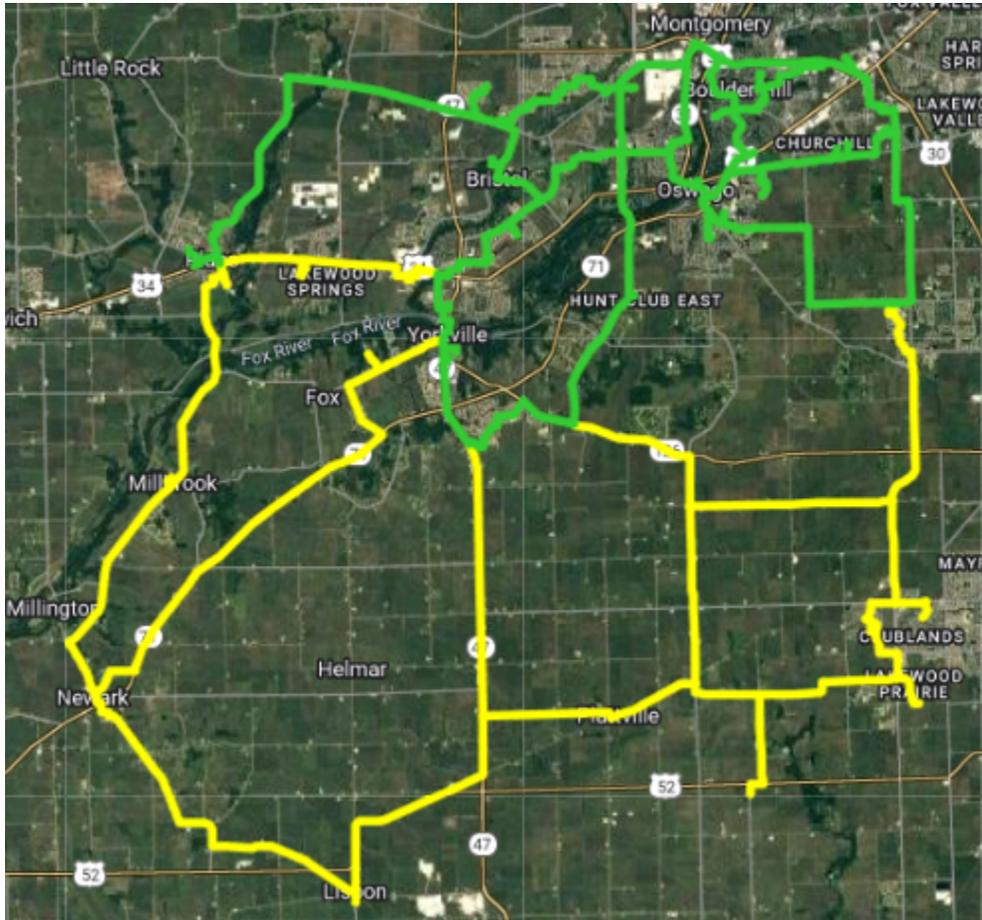
Vero's proposal is superior to other proposals:

1. Future proof infrastructure - 100% fiber buildout
2. Build completion within City's desired timeframes
3. Digital equity support - Vero will partner with the County to improve broadband adoption through:
 - Affordable pricing
 - 100Mb symmetrical service for all residents
 - Vero's Heroes program offers discounts to Teachers, EMTs, Firefighters, Active Military, Nurses, and Police Officers
 - Internet training

The middle mile network will be the basis for an eventual last mile network. Vero is proposing the middle mile network and will work with the county to provide a final solution on the last mile network. That solution may be a Vero provided solution or a third party solution depending on what works best for the county.

Proposed Middle Mile Network Build

Vero Networks is proposing to build out a brand new fiber optic network of just over 151 miles. The network will consist of 144 count fiber cable and will be a mix of underground and aerial construction.



Yellow - Phase I

Green - Phase II

Vero Networks will manage the project from start to finish. Beginning with route design and engineering, we will then manage the permit applications and drive permit receipt. Upon permit receipt we will construct the network with full splicing and testing end-to-end. All built networks will be delivered with a full set of as-built drawings.



Proposed Network Cost

Vero Networks will build the full network for a cost of \$20.9M and pass full ownership of the network to Kendall County. Vero will work with the County to set up a milestone payment plan that works for the county and any potential grants that are received.

Vero Networks is also proposing an option to provide maintenance on the network at a cost of \$16,860 per month for the first year. Vero will work with the county on renewal pricing each year for subsequent years.

Maintenance Scope of Work:

- Locate setup and processing with our locate providers
- Locate all network using 811 process
- 24x7x365 Network Operations Center
- Additional Maintenance and repair of the network will be provided at cost plus 10%
- Relocations will be processed at cost plus 10% as well

Vero Networks has not assumed any existing county infrastructure in preparation of the attached response but is more than willing to work with the County to identify possible synergies in the network.

Technical Proposal

100% Dedicated Network. Unlike other providers that use a shared network to deliver bandwidth to its customers, Vero will deploy a network over fiber-optic cable that is 100% dedicated to Kendall County. Vero will construct and may maintain this robust network for use by the County throughout the life of the network (>20 Years).

Network Design Compatibility. Our network design is compatible with all current manufacturers of network equipment including Cisco, HP, Aruba, Juniper, Extreme Networks, Ruckus, Fortinet, Ciena, and others. Given the network is 100% dedicated fiber it will also be able to support new future technologies that may be developed.

Full Control. Through Vero's private fiber solution, the County has complete control of L2/ L3 functionality and is not limited by traditional "Ethernet Network" policies.

Examples of L2 functions are Encapsulation, Frame synchronization, Logical link control (Error & Flow control), Media access control (MAC, LAN switching, Physical addressing, QoS, VLANs).

Examples of L3 functions are Packet forwarding, Routing, and managing QoS.

Day 1 Bandwidth and growth. With the dedicated nature of our proposed network all end users will have a backbone capacity of well over 100Mbps with the ability to grow well above that now or in the future.

Supported Network Equipment



Others available upon request

Three Phases of Deployment

- **Network Design**
 - Field study to inform engineering
 - Meeting with municipalities about upcoming projects
 - Engineering and filing for permits
 - Obtaining special permits and Rights of Way (DOT, railroads, bridges)
- **Construction**
 - Underground construction
 - Aerial construction
 - Special crossings (railroads, bridges, interstates)
- **Fiber Installation**
 - Fiber placement
 - Fiber splicing
 - Testing/turn-up

Project Phases Detail

Phase 1 - Network Design

Engineering. During this phase, we will survey the entire route and optimize the route design for latency and speed of deployment. From this survey, the team will determine routing and complete aerial and underground engineering in preparation for the application /permit submittal process and construction. At this stage, we also identify all long lead time segments such as DOT, water, and railroad crossings and prioritize those segments in the process.

Permitting. As a public utility provider, we will submit permits to all of the necessary Right of Way (ROW) authorities such as cities, counties and highway departments. In addition, we will apply for any long lead time permits early in the process, such as Railroads and Water crossings.

Phase 2 - Construction

Underground. Vero's preference is to build as much of the network as possible underground. Vero will obtain all necessary ROW agreements, traffic control, and other special permits for completing underground construction. We will commence placement of conduit and fiber in the approved ROW as soon as permits are secured.

Aerial. Where underground construction is not permissible or feasible, Vero will obtain necessary pole attachment agreements that include "make ready" requirements for

attaching fiber optic cables to the poles. In some cases, a secondary pole attachment agreement with a local phone service provider or Cable TV company may be required. During the make ready phase, we will complete any pole load / reinforcement modifications and coordinate with existing pole tenants as to timing of fiber placement. Once the make ready is complete in accordance with the pole attachment agreement(s), we will place fiber on the designated running lines.

Phase 3 - Fiber Installation

Fiber Placement and Splicing. After the conduit is placed, fiber is pulled through the conduit using mule tape. Fiber is then fusion spliced at intersection points and enclosed in a splice case. At the end of fiber cables, connections are also made using fusion splices and splice enclosures.

Testing. Upon completion of the fiber placement, all fiber connections will be spliced and each segment will be fully tested (bi-directional OTDR testing), i.e., the endpoint user equipment at the end locations will be installed and tested back to the head-end site and vice versa to ensure the integrity and ability of the completed fiber link to deliver the intended services.

Network Uptime

Our around the clock NOC ensures your network is actively managed.

Network Operations Center (NOC)

Vero's NOC monitors a wide array of metrics to ensure our networks are providing a flawless experience for our customers. The NOC provides proactive monitoring and is available 24x7x365 to address network concerns.

We provide a few samples of the metrics our NOC monitors.



NOC Dashboard - used for day-to-day monitoring of network health.

The screenshot shows the VERO NOC Ticket Summary table with the following data:

Ticket ID	Date/Time Last Modified	Status	Title
98-449315	2018-08-14 16:53:34	Closed	Vero Networks Test Ticket - PLEASE IGNORE
98-449365	2018-08-14 18:29:17	Closed	Test Ticket - Alarm Out
98-449503	2018-08-15 10:54:44	Closed	Test
98-449515	2018-08-15 17:45:48	Closed	Test Ticket - NOC Do NOT HANDLE - Service Request Test
98-449906	2018-08-17 12:33:06	Closed	Test ticket
98-450241	2018-08-20 09:11:15	Closed	**TEST TICKET** PacketLoss: o-VERO-LakeCitySD (216.241.37.196) Pkts
98-450280	2018-08-20 11:42:54	Closed	Testing NOC
98-450261	2018-08-20 09:56:15	Closed	Testing Maintenance
98-451155	2018-08-25 17:45:07	Closed	Multiple Events:o-VERO-LakeCitySD (216.241.37.196)
98-451428	2018-08-27 04:24:22	Closed	o-VERO-LakeCitySD_uptime: o-VERO-LakeCitySD (216.241.37.196) sysUptime
98-451457	2018-08-27 09:29:00	Scheduled	Vero Networks - ALM Firmware Update - 8/29/18 11:00 AM - 12:00 PM CDT - Lake County, CO

NOC Ticket Summary - used to understand trends and to diagnose and eliminate issues.

Priority Trouble Reporting

Unlike large, national companies serving 100,000+ of customers, Vero will never route your technical support call through offshore call centers repeatedly asking you to upgrade and reboot all your devices. At Vero, you are speaking to a true network Engineer within a matter of minutes who is working to isolate the trouble and dispatch technicians as quickly as possible.

Vero’s Network Operation Center is available 24x7x365.

Executive Contact List for Priority Customers

Your satisfaction is our primary goal. Please use the following list of contacts to bring any concerns to our attention.

ESCALATION POINT OF CONTACT	DIRECT PHONE NUMBER
Direct Tier 2 Network Operations Center	303-350-4060
Director of Operations	Elliott Woods / 478-494-2688
SVP of Operations	David Hill / 803-550-5959
CEO	Pam Moore / 720-270-4926

Vero Networks works with local providers to provide maintenance any time a dispatch is needed. Vero will work with the County to minimize interruptions during normal business hours and to perform maintenance after hours or on weekends at the County’s request.

24x7x365 Network Operations Center

Vero’s Network Operations Center is available 24x7x365 to address network concerns. NOC contact information will be provided.

Emergency Maintenance SLA of Two Hours

Outside plant failures, while rare, are treated on an individual case basis due to the complexity and multiple non-Vero controlled factors (i.e., storms, pole damage, cable cuts, accidents). Our emergency maintenance service level agreement (SLA) guarantees that our locally-based Outside Plant (OSP) contractors will be on-site within 2 hours. We guarantee availability of WAN services will exceed 99.99% uptime.



Initial Agreement Terms

Vero Fiber Networks has included Confidential Audited Financials as a separate attachment.

Vero will work with the county to determine the best deployment schedule as it relates to many factors, including grant funds, weather and specific route needs timing. Once a collaborative timeline has been established, Vero will work with the County to identify milestone payments as work is completed. Typical milestone payments include: Engineering, Permitting, Construction Start, Test and Turnup.

Vero is proposing to build the middle mile network for the County and allow the county to make the eventual decision on who leases it and at what rates to deliver the last mile services. Vero would also like to explore how a partnership could work between the County and Vero for last mile deployment.

We have seen in other areas that getting the anchor institutions on board to start provides a revenue base to support the network, allowing for the cheapest possible entry point for last mile services.

Many of the addresses in the county already have a fiber to the home provider at their locations making it difficult to support another company building to those locations. The locations that don't have adequate services are the more rural sites within the County. Many of these locations will likely be eligible for the BEAD grant funds in the near future. With the middle mile network being in place by that time, the application process should also be much smoother.

Additional Requested Responses

Vero Fiber Networks is proposing a new fiber network build of just over 151 miles across the entire county. The network will be completed in two major phases with some overlap in between. The build out will be completed using a mix of aerial and underground construction. The completed network will have 144 count fiber cable buried in a 1.25" conduit or hung via aerial poles. Both methods of construction will follow standard construction requirements and all rules and regulations in the jurisdictions we are building.

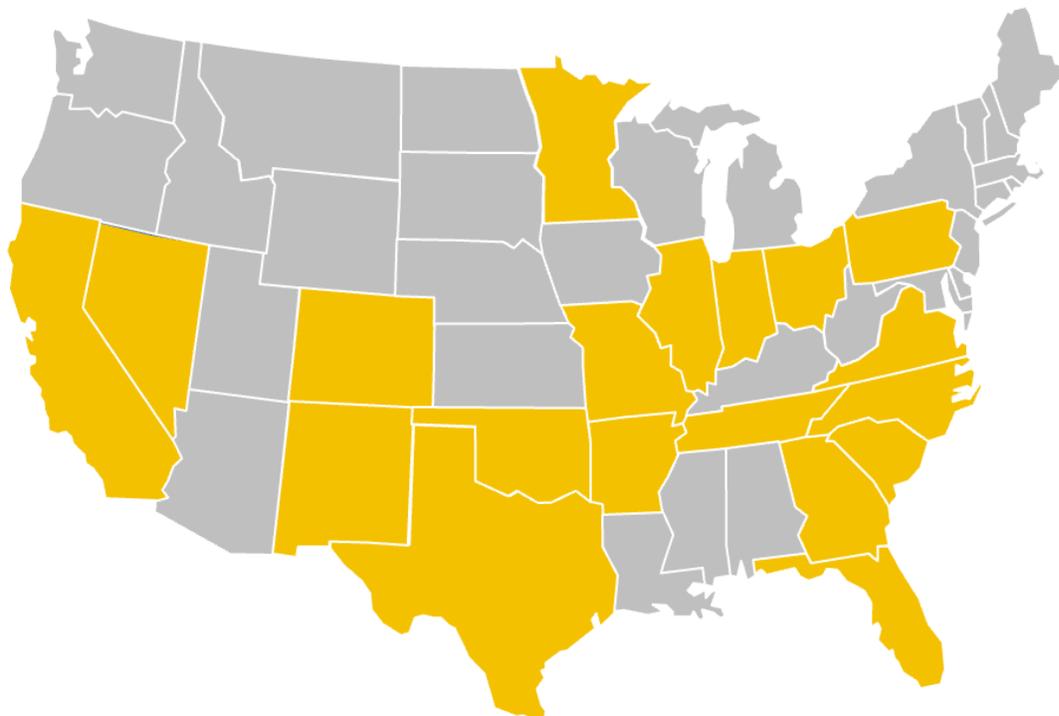
About Vero

Vero Networks was founded in 2017 with a focus on building fiber networks in unserved and underserved regions of the U.S.

Our initial focus was improving connectivity for K-12 school districts, and the mission quickly expanded to include construction of middle mile routes and fiber networks supporting mobile infrastructure such as cell towers and small cells. In 2022 and 2023, Vero acquired two Fiber to the Premise businesses and now provides a full community solution including high-speed broadband services to consumers and businesses in 24 markets.

Geographic Reach

In aggregate, Vero currently owns and operates fiber networks in 19 states and 109 markets. We expand into more than 20 new markets each year by partnering with communities like Kendall County.



Products and Services Offered

Vero's expansive product portfolio is delivered over our 100% owned and operated fiber networks.

Wholesale Products and Services

- Dark Fiber
- Private Fiber Networks
- Dedicated Internet Access
- Ethernet Private Line
- Wavelengths
- Data Centers Facilities



Broadband Products and Services

- Residential Broadband (100Mb-10G) using XGS-PON architecture
- Business Broadband (100Mb-10G) using XGS-PON architecture
- Dedicated Internet Access
- Ethernet Private Line

Open Access Philosophy

Vero is unique from incumbent providers as all metro networks that Vero builds are “open access” meaning Vero enables others to use the network at reasonable and nondiscriminatory rates and parties can interconnect at any technically feasible point along the network. Vero actively markets and sells metro dark fiber to other ISPs and carriers.

Customer First Culture

Vero was built with a Customer First culture. We care about building a long term relationship with our customers and establish trust by communicating openly and often. The management team at Vero is always available to our customers.



Senior Management Team

The Vero team has an extensive background in building and operating fiber network companies. The management team has decades of experience operating internet infrastructure companies for some of the most demanding bandwidth customers.

Matt Erickson - Co-Founder and Chairman. Prior to Vero, Matt was COO and part of the senior executive team that founded Zayo (NYSE: ZAYO). While COO, Matt oversaw most of Zayo's day-to-day business operations, including the integration of 30 businesses and the construction of over 17,000 route miles of new network. Prior to Zayo, Matt was a Vice President at Level 3 Communications. Matt earned a B.S. (Summa Cum Laude with Honors) in Accounting from Colorado State University.

Pam Moore - CEO of Vero Networks. Before joining Vero, Pam was Principal/Owner of a consulting company that advised clients on fiber and data center transactions. Previously, Pam served 8 years at Zayo Group in leadership roles in the Ethernet, Long Haul Dark Fiber and data center business units. She has held management roles at ICG and Level 3 Communications. Pam has a BSBA in Finance from the University of Denver and an MBA from Regis University.

Greg Friedman - CFO of Vero Networks. Greg was previously EVP at Zayo Group where he managed the datacenter businesses. Prior to that, Greg held various executive and management roles at Zayo, Level 3 Communications, Deloitte, and Capgemini. He received a BS from the University of Pennsylvania and an MBA from the Wharton School.

John Real - Co-founder and EVP of Sales and Marketing. Prior to Vero Networks, John spent over 7 years at Zayo holding various executive roles, charged with leading sales and support for school district networks. Before Zayo, John spent 3 years as CEO of VoicePipe, an internet and telephony provider that was acquired by Zayo in 2007. John started his telecom career at ICG Communications.

Jake Fuller - Senior VP of Product Management. Prior to joining Vero, Jake worked at Zayo Group for 9 years where he held multiple senior leadership positions in the Dark Fiber and Mobile Infrastructure Groups.



Proven Team. The Vero Fiber Networks team has a successful track record of constructing and operating networks for K-12 schools, hospitals, universities as well as federal and other government entities. Vero has built and operates fiber networks that provide service to over 60 School Districts in 15 States.

Proven Technology. We encourage you to talk with the people below about how they have transitioned their networks from shared and complicated systems to a private fiber network. Ask about reliability, cost savings, and how easy it is to work with us.

Reference Name	Quick Statement	Contact
Mark Rogers Director of Technology Abingdon-Avon School District Abingdon, IL	"Our upgrade to Vero fiber was one of the smoothest projects I have dealt with in a long time and it came with little to no effort on my part! The speed and reliability of the provided services has exceeded my expectations."	Mark Rogers mrogers@atown276.net 309-462-2338 ext 107
Jason Pfahl Director of Technology Logansport Schools Logansport, IN	Vero built a dedicated fiber network for Logansport School District in 2019 and was one of three projects to leverage the State of IN Special Construction match.	Jason Pfahl pfahlj@lcsc.k12.in.us 574-722-2911 x10160
David Bergstrom Director of Technology Channahon Schools Channahon, IL	Vero kept in constant communication with weekly updates on the status of the project. The new Fiber line has improved connectivity between our school immensely and made my job much easier.	David Bergstrom dbergstrom@csd17.org
Greg VanHoorn Technical Support Rantoul TWP District Rantoul, IL	Vero networks is a great company to work with. Their communication throughout the installation was great. They completed the installation ahead of time and ensured that I was satisfied. It was a very smooth operation, I would highly recommend them.	Greg Vanhoorn gregvanhoorn@rths193.org 217-892-6161
Jake Smith Director of Technology Lemont- Bromberek CSD113A Lemont, IL	"With our previous supplier, I never felt like we were getting what we were paying for. Now with Vero we have a full 10 Gig capable network and it has already made a real positive impact on our District. In addition, the fiber install was really easy and quick."	Jake Smith jake@sd113a.org 630-243-3123

Recent Successful Deployments

More than 60 networks across the country have selected Vero to upgrade and implement private fiber networks since 2017.

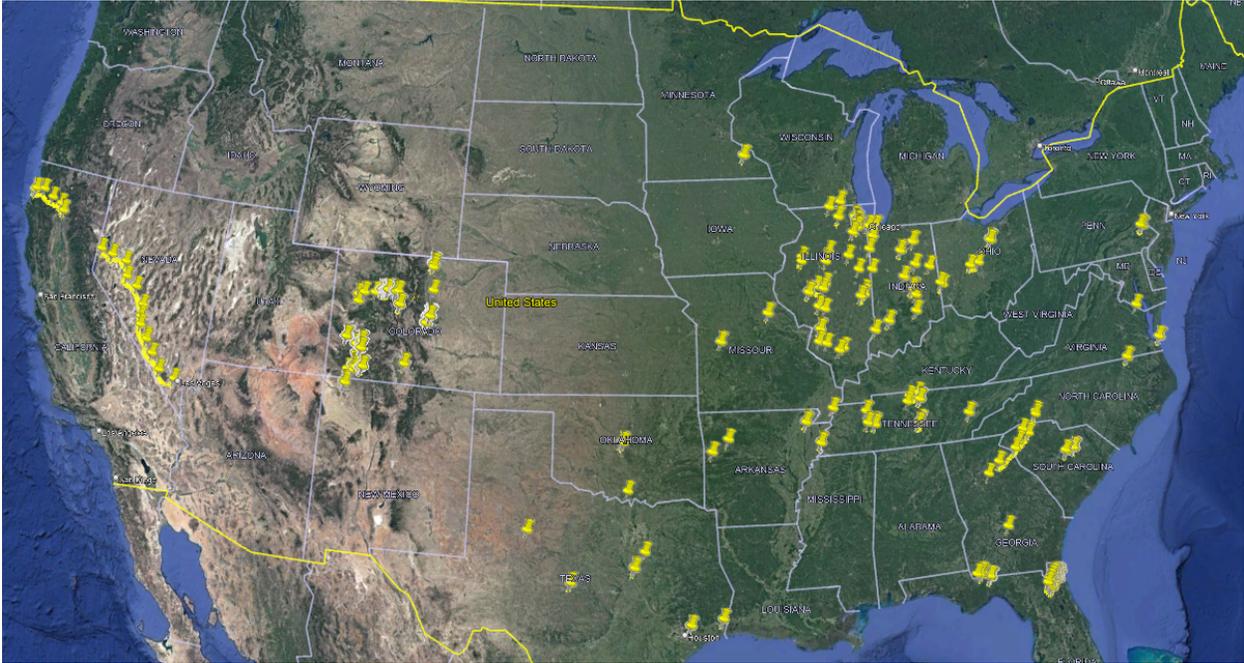
Decades of Experience. Vero’s leadership team has been building and operating Wide Area Networks for decades. We have been helping upgrade and implement private fiber networks since 2017. Vero has built and currently operates fiber networks for more than 60 school districts in 15 states.

Success Stories on Similar Projects. We provide a brief description of similar projects here, including network size, sites, and speed.

School District	Network Details
 <p>Clay County District School System Green Cove Springs, FL</p>	<p>Network Sites: 42 sites Network Size: 102.23 miles Speed: 860 Gbps Network</p>
 <p>Mansfield City School District Mansfield, OH</p>	<p>Network Sites: 11 sites Network Size: 10.83 miles Speed: 11 Gbps Network</p>
 <p>Nederland Independent School District, TX Nederland, TX</p>	<p>Network Sites: 9 sites Network Size: 5.93 miles Speed: 90 Gbps Network</p>
 <p>Channelview Independent School District, TX</p>	<p>Network Sites: 15 sites Network Size: 9.42 miles Speed: 150 Gbps Network</p>

Vero owns and operates networks across the country. These networks include middle mile networks as well as last mile metro networks.

Our detailed network map below shows where our network locations are.





Contact Us!

Please reach out to us to learn more about our company, our services and experience.



Jacob Fuller

SVP- Product Management

O : 303.350.4060 x115

M : 720.331.0886

E : jfuller@veronetworks.com

W : www.veronetworks.com



Required Forms

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Vero Fiber Networks, LLC

Address: 1023 Walnut St **City, State, Zip:** Boulder, CO 80302

Proposal Clarification Contact Person: Jacob Fuller **Telephone:** 303.350.4060 x115

Email: Jfuller@veronetworks.com

State of Incorporation: Colorado **Entity Type:** Limited Liability Company

Federal Employer Identification Number (FEIN): 85-3888918

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.



Authorized Signature

6.12.2023

Date

Jacob Fuller

(Printed Name and Title)

Jfuller@veronetworks.com

Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME:

Vero Fiber Networks, LLC

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.

2. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

 (Initials)

- B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

 (Initials)

- C. **CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

 (Initials)

- D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this 14th *day of* June, 2023.

Respondent's Name: Vero Fiber Networks, LLC
Mailing Address: 1023 Walnut St. Boulder, CO 80302
Telephone Number: 303.350.4060 Facsimile Number: 303.350.4060
Email Address: Jfuller@veronetworks.com Website: www.veronetworks.com

Type of Business Organization: (Check the box that applies)

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: _____

Signature of Authorized Representative: 

Printed Name: Jacob Fuller Title: SVP Product Management

Attested by: _____ Title: _____

