

COUNTY OF KANE

Corinne M. Pierog MA, MBA
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5931
CPierog@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

For
Corinne Pierog
Chairman, Kane County Board

Name of Document: RFP 22-001 Fiber Optic Support Services

Resolution No.: 22-170 - 5/10/22

DocuSigned by:

Roger Falunstock

5/23/2022 | 12:06 PM CDT

Submitted by: Karin Kietzman

Dept. Head Signature & Date: _____
(Subject Matter Sign-off)

Date Submitted: 5/20/22 MCE

Legal Review of Contract
Terms (Atty. Sign-off): Autuly 6/2/22

Approved by:
(Legality)

Caitlin Vargas
(Print Name)

[Signature]
(Signature)

6/2/22
(Date)

Post on Web: Yes _____ No ✓ Atty. Initials CQV

Comments: The Information Technologies Department requires the award of RFP 22-001 for Fiber Optic Support Services to the most responsive responsible vendors with the highest evaluation scores. Attached is the pertinent documentation.

Regarding National Tech - COV

Chairman signed: Yes ✓ No _____ Date 6/6/22

Document returned to: Karen Kietzman
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 22 - 170

AUTHORIZING FIBER OPTIC SUPPORT SERVICES CONTRACTORS

WHEREAS, the Kane County Information Technologies Department is responsible for fiber infrastructure within Kane County that provides connectivity to several government offices, educational institutions and Public Safety Answering Points (PSAPs); and

WHEREAS, the Information Technologies Department issued RFP 22-001 for fiber optic support services to retain the services of a certified and qualified contractor for the purpose of performing fiber optic support service that include cable installation, troubleshooting and repair at various locations throughout Kane County; and

WHEREAS, the Information Technologies Department considers it in the best interest of the County to enter into a service contract for work on an "as needed" basis for five years with an extension for one five-year renewal period; and

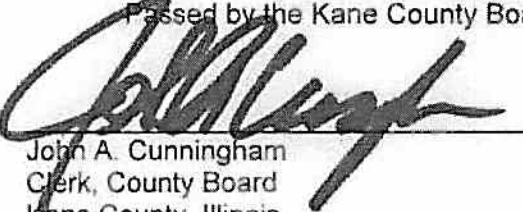
WHEREAS, the Information Technologies Department has determined that it is in the best interest of the County to utilize the services of the two lowest bidders in order that the County may choose a vendor for a specific type of work based on the lowest cost for the work approach; and

WHEREAS, the contracts call for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized to enter into a contract with Nat Tech LLC and eX2 Technology, LLC for the construction, maintenance and repair of the County's fiber optic infrastructure at a cost not to exceed Five Hundred Thousand Dollars (\$500,000) per year for a five year term and includes one five year renewal.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
125 800 910.70060	Communications Equipment	Yes	Yes	N/A

Passed by the Kane County Board on May 10, 2022.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

22-05 Fiber Support

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**



719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107

**RFP 22-001 Tabulation
Web Design Services
Opening April 5, 2022 @ 1:30 p.m.**

Vendor Information	Acknowledge Addendum 1	Signature Verified	Contractor Disclosure	Familial Disclosure	Certificate of Insurance
eX2	x	x	x	x	x
National Technology	x	x	x	x	x

Opening Attendees: Karin Kietzman – Kane County Purchasing
Maria Calamia – Kane County Purchasing

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April 7, 2022

PROCUREMENT SYNOPSIS

Requesting Department:	Information Technology Department
Procurement Name:	RFP 22-001 Fiber Optic Support Services
Recommended Vendor:	Nat Tech, LLC d/b/a National Technology, LLC NTI and eX2 Technology, LLC

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	March 2, 2022	Notices sent/Plan Holders: 77/22
Proposal Due Date:	April 5, 2022	Proposals Received: 2

PURPOSE

This contract will provide outside fiber optic cable installation, trouble-shooting and repair services at various locations throughout Kane County. The following proposals were received:

Vendor	Rating
Nat Tech, LLC d/b/a National Technologies, LLC (NTI)	96%
eX2 Technology, LLC	86.25%

Staff has reviewed and evaluated all proposals and determined that Nat Tech, LLC d/b/a National Technologies, LLC NTI and eX2 Technology, LLC will provide these services at the highest quality and value.

The Information Technology Department recommends awarding the Fiber Optic Support Services contract to Nat Tech, LLC d/b/a National Technologies, LLC NTI of Downers Grove, Illinois and eX2 Technology, LLC of Omaha, Nebraska pending approval by Committee and County Board.

Submitted By:

Karin Kietzman

Karin Kietzman, CPPB

Assistant Director of Purchasing

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Maria C. Calamia, CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

REQUEST FOR PROPOSAL

DATE: March 2, 2022

RFP #22-001: Fiber Optic Support Services

The County of Kane is seeking to retain the services of certified and qualified contractors for the purpose of performing outside fiber optic cable installation, trouble-shooting and repair services as various locations throughout Kane County. **This is a prevailing wage solicitation.**

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: Purchasing@co.kane.il.us	03/09/22	4:00 p.m.
Proposal Due	Proposals must be sent electronically to https://www.bidnetdirect.com/illinois/kanecounty	03/16/22	1:30 p.m.

√	SUBMITTAL CHECKLIST
	PROPOSAL RESPONSE FORM COMPLETED, WITH AUTHORIZED SIGNATURE
	ELECTRONIC (PDF) COPY SUBMITTED ELECTRONICALLY AT http://www.bidnetdirect.com/illinois/kanecounty
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	REFERENCES
	COMPLETED CONTRACTOR DISCLOSURE FORM (SIGNED & NOTARIZED)
	COMPLETED FAMILIAL DISCLOSURE FORM (SIGNED & NOTARIZED) AND VENDOR CERTIFICATION COMPLETED
	CERTIFICATE OF INSURANCE

PLEASE NOTE: Proposals received after the submittal time will be rejected and returned unopened. There will be no public opening of proposals.

CONTACT PERSON:

Karin Kietzman, CPPB
purchasing@co.kane.il.us

**INSTRUCTIONS TO OFFERORS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - PROPOSAL
TERMS AND CONDITIONS**

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Proposals will be received at www.bidnetdirect.com/illinois/kanecounty until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

- A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.
- A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.
- A.06 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:
- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.
- A.07 Discussion of Proposals:
- A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.
- A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, experience of personnel, etc;
 - (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
 - (d) A review of the costs associated with this project.
- A.08 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.
- A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A.13 Variances:

State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.01 Authority:

This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.02 Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.03 Reserved Rights:

The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
National Joint Purchasing Alliance (NJPA)

B.04 Incurred Costs:

The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.05 Award:

Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the

Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals will be evaluated based on the criteria as stated on the specification.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

Vendor shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any

other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the

list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5 Umbrella Liability:
Aggregate Limits \$5,000,000

B16.6 Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Aggregate \$1,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

- C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

- C.02.1 Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
- C.02.2 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
- C.02.3 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised.

Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph C.02.1 above.

C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. LAW GOVERNING:

D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

F. Termination for Cause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

H. Holidays

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, April 15, 2022, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day; Day after Thanksgiving and Christmas Day.

I. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

J. PREVAILING WAGE RATES (if applicable)

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

The Employment of Public Workers on Public Works Act is active and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

STATEMENT OF WORK

For

FIBER OPTIC SUPPORT SERVICES

GENERAL OVERVIEW

The County of Kane is seeking to select a shortlist of certified and qualified contractors for the purpose of performing outside fiber optic cable installation, trouble-shooting, and repair services at various locations throughout Kane County. It is the County's intent to select a couple of vendors to work with on an as-needed basis.

The contract desired by Kane County is for a full-service fiber optic support services provider, as covered by these specifications. The bid will establish hourly rates for personnel and equipment, and new material markup percentage.

In order to ensure that the County's infrastructure is built properly, all fiber infrastructure projects of any size will be coordinated and approved through the Kane County Information Technologies Department.

SCOPE OF WORK

Fiber Optic Support Services:

- A. Installation and termination
- B. Troubleshoot, then repair as needed
- C. Splicing
- D. Testing and maintenance
- E. Development and maintain a Standards document.
- F. Coordinate with local agencies regarding permitting requirements
- G. Coordinate JULIE Tickets requests type "Design" . These tickets request fiber and layout details for the purposes of Engineering / planning. (Vendor is not required to locate utilities in the field for JULIE request type "locate")
- H. All services shall be in compliance with accepted industry standards.
- I. Documentation and maintenance of existing documentation
- J. Coordination of Fiber design / build including all permitting.
- K. System Audits as needed
- L. Other as needed

CONTRACTOR QUALIFICATIONS

- A. Contractor shall be a member of the Building Industry Consulting Service International, Inc. (BICSI).
- B. Contractor shall be a Registered and Certified Communications Distribution Designer (RCDD).
- C. Contractor shall provide well-trained, experienced and certified technicians.
- D. Contractor shall provide well-trained and experienced support staff.
- E. Contractor shall self-perform all fiber optic splicing and testing.
- F. Contractor shall provide test results for all splicing done on the Kane County fiber optic system
- G. Safety certification requirements
 - a. Confined space awareness
 - b. PPE awareness
 - c. First aid
 - d. Aerial lift awareness

CONTRACTOR REQUIREMENTS

The contractor shall minimally meet or exceed the following requirements:

- A. Ability to comprehend technical instructions, understand basic typical fiber optics infrastructure improvements, design, provide technical knowledge and problem-solving skills and be able to troubleshoot and repair as needed.
- B. Ability to perform required services with minimum supervision.
- C. Understand safety guidelines, policies, recognized safety hazards and take precautionary actions to ensure the safety of the public, building occupants, and co-workers.
- D. No sub-contractors shall be utilized without prior consent of the County's Information Technologies Department.
- E. Any outside support and services must be obtained for and paid by the Contractor.
- F. Ability to read blueprints, diagrams, schematics, building plans, charts, and instruction materials.
- G. Have proper tools and equipment for any required services.

- H. Able to respond to emergency service requests within one (1) hour and shall be available 24 hours a day, seven (7) days a week for emergency services.
- I. Non-emergency calls shall be responded to within one (1) working day.
- J. The Contractor shall understand and conform to all local, county, and state building, electrical, and, plumbing codes.
- K. Able to work from ladders and scaffolds or in tunnels, as job requires.
- L. Able to communicate with the County's Information Technologies Department staff and public as required.
- M. Provide and perform installations and repairs in a safe manner.
- N. The Contractor shall be responsible for providing the proper number of certified technicians to complete any and all projects in a timely manner.
- O. Contractor will be responsible for field verification and documentation of actual conditions.
- P. The successful Contractor shall submit a written quotation with a "Not to Exceed" price for all projects as each project arises. The quotation will be based on the proposal prices submitted in the Offer of Contract Form. The County reserves the right to bid individual projects as it may deem in its best interest.
- Q. The Contractor will be required, when making routine and call out service visits, to have staff check in upon arrival with the appropriate Kane County Information Technologies Department staff designee before proceeding with work. Upon completion of work, the service visit ticket must be approved by the appropriate Kane County Information Technologies Department staff designee.
- R. The Contractor will assign to this Contract a single representative to manage any future projects along with their office, cellular and pager, and after hours (home) telephone numbers.
- S. All work scheduling will be handled by the Information Technologies Department designee so as to minimize conflict with County schedules.
- T. All work areas will be kept in an orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away daily by the Contractor.
- U. If requested by the County, the Contractor will provide Material Waivers for each project.

- V. Kane County reserves the right to provide materials that best serve the County.
- W. The Contractor shall obtain all permits and fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.
- X. All installation or test equipment shall be owned, operated, maintained, and certification kept current and documented by the Contractor.
- Y. The Contractor shall be responsible for coordinating with the Information Technologies Department designee for obtaining access to all job sites, people, materials, equipment, etc.
- Z. Proper tools will be utilized and up-to-date termination and installation methods shall be followed
- AA. Contractor shall provide updated drawings and splice documents, for any changes done to the Kane County fiber optic system. Field work documentation for splice changes and patch Panel Changes can be accomplished by using field forms developed for ESRI's suite of Products. Required to have one ArcGIS online (1) Creator license and one (1) each ArcGIS Online Field App license for each staff performing documentation in the field. See details of ArcGIS online here <https://www.esri.com/en-us/arcgis/products/arcgis-online/overview>
- BB. Maintain the Physical network using VetroFiberMap.
<https://vetrofibermap.com/products/fibermap/> Including product documentation of Leased Circuits, splice diagrams and various reports.
- CC. Create and maintain Termination and Patch Panel numbering diagrams. A numbering diagram is a physical picture of the Termination or Patch Panel with edits to the image indicating the port numbers / sequencing.

SECURITY (Note that upon award the contractor may be required to work in secure areas)

- A. The Contractor, if requested, shall submit to a Criminal History and Background Check for all their employees and pre-approved subcontractor employees who may be working at the job site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified secure buildings. Only those persons will be allowed to work within secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

POSSIBLE SERVICE LOCATIONS

This list is not intended to be all-inclusive; other County locations may require service.

Number	Location	Criminal Background Check Required
1	GOVERNMENT CENTER A, B, C, D, E, F, G 719 S. Batavia Ave., Geneva, IL 60134	No
2	ANIMAL CONTROL FACILITY 4060 Keslinger Rd., Geneva, IL 60134	No
3	HEALTH DEPARTMENT 1240 N. Highland Ave., Aurora, IL 60506	No
3	HEALTH DEPARTMENT 1330 N. Highland Ave., Aurora, IL 60506	No
3	HEALTH DEPARTMENT 1750 Grandstand Pl., Elgin, IL 60123	No
4	SHERIFF'S OFFICE & JAIL 37W755 IL Rt. 38, St. Charles, IL 60175	Yes
5	JUDICIAL CENTER 37W777 IL Rt. 38, St. Charles, IL 60175	Yes
6	COURTHOUSE (3 rd ST.) & BOILER HOUSE 100 s. 3 rd St., Geneva, IL 60134	Yes
7	COUNTY CLERK/WAREHOUSE STORAGE 530 S. Randall Rd., St. Charles, IL 60174	Yes
7	CIRCUIT COURT CLERK/DIAGNOSTIC CENTER 540 S. Randall Rd., St. Charles, IL 60174	Yes
8	COURT SERVICES 113 S. Grove Ave., Elgin, IL 60120	Yes
9	COURT SERVICES 1330 N. Highland Ave., Aurora, IL 60506	Yes

Number	Location	Criminal Background Check Required
10	DIVISION OF TRANSPORTATION 41W011 Burlington Rd., St. Charles, IL 60175	No
11	CHILD ADVOCACY CENTER (NEW) 427 W. Campbell St., Geneva, IL 60134	Yes
12	JUVENILE JUSTICE CENTER 37W655 Rt. 38, St. Charles, IL 60175	Yes
13	R.O.E./REGIONAL OFFICE OF EDUCATION 28 N. 1 st St., Geneva, IL 60134	No
14	BUILDING MAINTENANCE 757 E. Fabyan Pkwy, Batavia, IL 60510	No
15	KANE COUNTY FOREST PRESERVE (ALL LOCATIONS)	No
16	KANE COUNTY HIGHWAY RIGHT OF WAYS (ALL LOCATIONS)	No
17	SBA EDGE DATA CENTER 603 Discovery Dr, West Chicago, IL 60185	No
18	KANE COUNTY MULTIUSE FACILITY 37w699 IL-38, St. Charles, IL 60175	No

WARRANTY AND GUARANTEE

The Contractor shall guarantee the parts furnished during this Contract are of new manufactured in allowed categories and are free from defects in material and workmanship. Any item found deficient or imperfect will be replaced by the Contractor without charge to the County, or at the County's option the Contractor shall refund monies paid for the returned part, or relinquish the right to receive any monies payable them. The Contract shall warranty parts for a minimum of one year from the actual date of installation. Should the manufacturer's warranty period exceed the County's required warranty, the manufacturers' warranty shall prevail.

The Contractor shall provide a one-year warranty for all workmanship. This warranty applies to the labor component only and includes the application of all materials utilized in making repairs.

INVOICES

Invoices are to list contract number, quote number, Purchase Order Number, labor in hours, manufacturer's list price and discounted price on all repair materials. Invoices that do not include this information may be returned. All invoices are to be submitted via e-mail to KaneITDInvoices@co.kane.il.us with cc's to staff as requested or via mail to Kane County Information Technologies Department, 719 S. Batavia Avenue, Geneva, IL 60134. All deliverables and physical fiber network changes must also be submitted and validated via the County Physical Fiber network management application (VetroFiberMap) before invoices will be processed.

FORCE MAJEURE

Neither the Contractor nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties own employees, walkouts by the parties own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

QUOTES

Quotes will be required for planned activities. Quotes will not be required for emergency repairs. All quotes shall state the scope of work, indicate vault numbers that will be accessed for the work, buildings that will be accessed for the work, a unique quote number and a map showing the locations of proposed work. Quotes will not be required for emergency repairs.

PURCHASE ORDERS

Purchase orders will be required for all planned (non – emergency) activities. Purchase orders will be generated based on Quotes.

DELIVERABLES

At a minimum, Deliverable shall be the following;

Splices – Any splice that is changed shall include an updated splice diagram, pictures of the Vault; lid on with background reference, lid off, splice case, splice trays, any fiber tags added or removed.

Termination Panels / Patch Panels – Any change shall include an overall Image of panel, and individual image of any labels removed, individual labels added. Documented Changes will be validated in the County Physical Fiber network management application (VetroFiberMap) before invoices will be processed. The County will offer a preferred format for documentation via ESRI ArcGIS online applications.

RFP OFFER FORMAT

- Cover letter
- Table of contents including the following sections:
 1. **Statement of experience with similar sized Fiber networks.** Kane County has approximately 67 Lineal miles of Fiber throughout the County and approximately 18 campus / termination points.
 2. **Trade Certification** such as EXFO equipment certifications, safety certifications, OSHA certifications, etc.
 3. **Management Approach and Project Manager** – Describe your Company management approach to similar projects. Detail the Experience and work history of the Project Manager that will coordinate all work with the County. Resume required. The County requires one point of contact from the Vendor.
 4. **Field Crew Leader** – State the experience and work history of Field Crew foreman(s) that will be working for the County. Submit a resume with relevant certifications.
 5. **Documentation** - Define your approach for documentation management of changes to the county outside fiber network. Describe any industry standards you follow for field documentation of splice cases, patch panels, circuits, etc.
 6. **Documentation Software** - State your experience using VetroFiberMap (the County Physical fiber network management software), ESRI Software including: Survey123. ESRI collector, ESRI Field Maps. State if field staff have both Cell phone and data enabled laptops in the field.
 7. **Interaction with other agencies / providers** - Describe experience / interaction with other fiber agencies / private entities the county works with including; Illinois Tollway, Bluebird, ZAYO, NIU.net and SBA Edge Data Center in West Chicago
 8. **Emergency Field Response** - Describe your approach to supply 24x7x365 emergency support, and the distance your field crews would typically be from our physical network. Include distance from your local office. Indicate the number of Field staff available from your local office.
 9. **Past work History** - State you past work history with Kane County.
 10. **Company expertise engineering and construction** – Describe your approach to design build tasks and specify if you have in house staff for; Professional Engineering, conduit/vault installation, and fiber pulling/ installation/termination, GPS capabilities. Which of these items would you typically subcontract?
 11. **System Audits** – Describe your approach to system audits. List audits you have done for similar type agencies. The definition of an audit is complete documentation of the physical fiber connections including splicing, termination, labeling of Patch panels, splice case tags, etc.
 12. **Company Size** – Detail your overall company size with a focus on local resources.
 13. **Site Safety** – State your overall company approach to safety when working on Road right of ways or in high vehicle traffic areas.
 14. **Security and Background Checks** – As defined in the building location and Security section state your willingness to comply with these requirements.

- Proposal Response Form (signed)
- Price Model (Propose with contract cost)

Cover Letter

This section should contain an overview of the responding organization. The name of the contractor, the address of the proposing office(s), and the contact individuals authorized to answer technical questions together with their telephone numbers, email, and mailing addresses. The cover letter must also be signed by a person or persons authorized to bind the vendor.

Table of Contents

List and respond to all items in the table of contents.

References

Indicate the firm's background in providing these similar services and projects preferably municipalities, governmental agencies or of better-known companies. Provide a list of client references. Include client name, contact persons, and phone numbers.

Contractor Qualifications/Requirements or Suitability and Quality of the Approach

- Project Approach
- Project Management Philosophy
- Methodology and Best Practices
- Support
- Adherence to Licensing, Permits and Regulations
- Service Rates

Pricing

Hourly Rates entered on the Offer to Contract Form must include all overhead and profit. Additional charges for basic tools, equipment, shop supplies and trip charges or vehicle charges will not be allowed.

Proposer Requirements

Does the proposer meet the contractor requirements listed in the contractor requirements section?

SELECTION CRITERIA AND PROCESS:

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

CRITERIA	PERCENTAGE
Overall Capability, Capacity and Qualifications of the Proposer	30
Suitability and Quality per table of contents	25
Adherence to Proposal Requirements including Contractor qualifications sections and contractor requirements	30
References	15
TOTAL:	100

PROCUREMENT SELECTION TEAM

The selection team will be comprised of County staff from the Information Technologies Department. The Kane County Information Technologies Office will review, evaluate and score all proposals based on the criteria and weights defined above.

The selection committee may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the selection committee shall not disclose any information derived from one proposer to any other proposer.

CONTRACT

Contract Terms:

This is a five (5) year contract with an option to extend for one additional five (5) year renewal option, if mutually agreed upon by both parties, providing Fiber Optic Support Services for various Kane County Government locations. This contract is contingent upon the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall refer to Statement of Work, for contract commencement date.

**PROPOSAL RESPONSE
FORM
FIBER OPTIC SUPPORT SERVICES**

RFP Due Date & Time: **March 16, 2022 at 1:30 p.m.**

To: www.bidnetdirect.com/illinois/kanecounty
County of Kane Purchasing Department
719 S. Batavia Ave., Bldg. A, Room 211, 212 or 214
Geneva, Illinois 60134
Hours: 8:30 a.m. to 4:30 p.m. CST, Monday-Friday

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide Fiber Optic Support Services per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): _____; _____; _____.

The Vendor has examined the Contractor Disclosure section C of the Terms and Conditions, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature _____

Typed Signature _____

Company _____

Address _____

Phone # _____ Fax # _____ E-mail _____

Federal I.D./Social Security # _____ Date _____

PRICING:

- Hourly Rates entered on the Offer to Contract Form must include all overhead and profit. Additional charges for basic tools, equipment, shop supplies and trip charges or vehicle charges will not be allowed.
- The quantities listed on the Offer to Contract Form are for informational and bidding purposes only; the County does not and will not guarantee repair quantities.

The estimated hours may be greater or less than the "Estimated Hours" and the estimated new material cost may be greater or less than the "Estimated New Material Cost" requested in the base bid. Kane County does not guarantee a minimum number of hours or minimum amount of new material, and Kane County may exceed the hours estimated and the new material estimated at the rates and discounts proposed.

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Project Manager	M-F	60		
"	M-F>8	16		
"	OSA	8		
"	OSH	8		
Subtotal				
Foreman	M-F	160		
"	M-F>8	40		
"	OSA	16		
"	OSH	16		
Subtotal				
Equipment Operator	M-F	180		
"	M-F>8	60		
"	OSA	20		
"	OSH	20		

Subtotal				
Field Technician	M-F	180		
"	M-F>8	60		
"	OSA	20		
"	OSH	20		
Subtotal				

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Cable Splicer/Fiber Technician	M-F	160		
"	M-F>8	80		
"	OSA	28		
"	OSH	28		
Subtotal				
Laborer	M-F	160		
"	M-F>8	60		
"	OSA	20		
"	OSH	20		
Subtotal				

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Fiber Locator	M-F	160		
"	M-F>8	80		
"	OSA	28		
"	OSH	28		
Subtotal				

TOTAL: _____

Definitions:

M-F - Regular 40 Hour Work Week	M-F>8 - Overtime Rate for Normal Work Week
OSA - Overtime Rate for Saturday	OSH - Overtime Rate for Sunday & Holiday Work

MATERIAL MARKUP FROM CONTRACTORS COST:

Estimated New Material Cost		New Material & Equipment Markup		New Material plus Markup Total Cost
\$100,000.00	X	%	=	\$

MATERIAL MARKUP TOTAL: _____

EQUIPMENT COSTS:

Equipment	Hourly Rate	Daily Rate	Weekly Rate
Pick-up Truck			
Utility Truck			
Portable Generator – 40K			
3" Water Pump			
Fiber Optic Capstan Winch			
Equipment to Work in Confined Spaces			
Optical Time-Domain Reflectometer			
Single Fiber Fusion Splicer			
Mass Fusion Splicer			
Power Meter			
Splicing Trailer			
Locator			

ACCEPTANCE

The Offer is hereby accepted for Fiber Optic Support Services.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 22-001. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

REFERENCES
Fiber Optic Support Services
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
2. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
3. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
4. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____



CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith	50%
456 Second Street	
Geneva, IL 60134	

Ms. Sue Jones	50%
456 Second Street	
Geneva, IL 60134	

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2022

Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2022

Notary Public

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| ☐ Minority-owned Business (MBE) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDBE) |
| ☐ Kane County Local Business | ☐ N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

SUBMITTAL INSTRUCTIONS

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY AT

[HTTP://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](http://www.bidnetdirect.com/illinois/kanecounty)

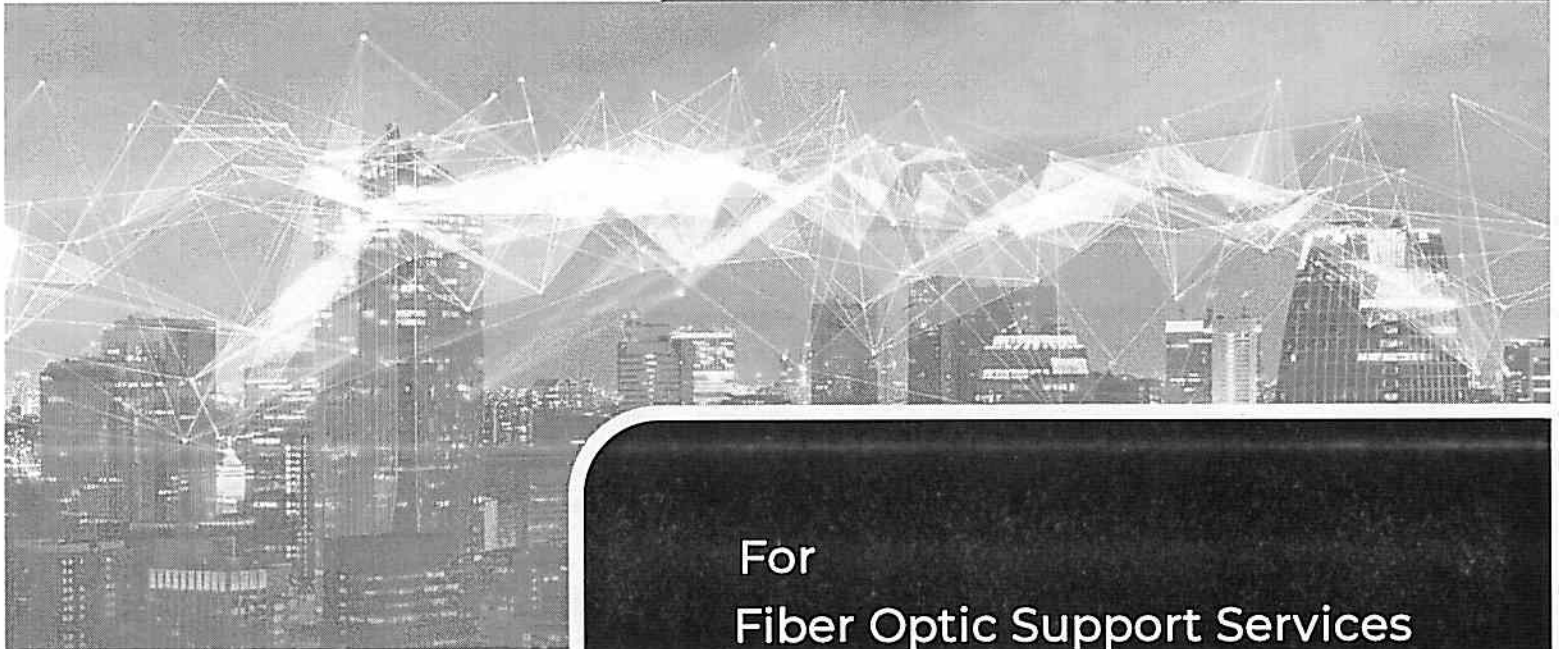
LATE PROPOSALS CANNOT BE ACCEPTED!



5101 Thatcher Road
Downers Grove, IL 60515
P: 888-346-2591

A NETWORK GROUP COMPANY

PROPOSAL FOR
County of Kane
March 23, 2022



For
Fiber Optic Support Services
RFP#22-001

Cover Letter

April 5, 2022

County of Kane Purchasing Department
ATTN: Karin Kietzman

RE: Fiber Optic Support Services – RFP#22-001

Dear Ms. Kietzman,

Thank you for the opportunity to participate in this RFP process. We know you have choices and we appreciate the extended time you have provided us in order to compose an abbreviated but complete bid response. Our team has thoroughly reviewed the documents you provided and are confident in the details we are providing and very bullish regarding our ability to deliver a premium level of service.

Because we have previously worked with Kane County, we know we can provide efficient, knowledgeable support and are confident in our ability to adhere to your high standards.

Feel free to contact me directly should you have any questions or require further information from NTI.

Regards,

Rick Danca

Rick Danca

Area Director Chicago

p: 630.851.7751

m: 630.915.5164

rdanca@ntitech.com

www.ntitech.com



NTINATIONAL
TECHNOLOGIES

A NETWORK-ORIENTED COMPANY

5101 Thatcher Rd

Downers Grove, IL 60515

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1. Statement of Experience

National Technologies (NTI) is an industry leading telecommunications equipment installer covering many of the major markets across the US and Europe. We specialize in both Fiber Optics and Data Center installation services. This gives us a unique skill set that come with working in both OSP and ISP environments as well as the necessary equipment. NTI has a deep history installing and repairing fiber optic solutions in some of the most challenging environments including underground, aerial, data center, central office, and other niche application environments. We have been at the forefront of the massive innovation seen in fiber optic technology over the last ten years. We were one of the first contractors to install and splice 1728, 3456, 5184, and 6912 count cables as well as 200µm fiber. We pride ourselves on being skilled, adaptable, and efficient. To that point, our motto is 'Zero Punchlist Items'.

Fiber optic networks require an understanding of the density—and complexity (or lack thereof)—of existing infrastructure. With expertise in outside plant (aerial and underground) and fiber design, NTI understands the unique needs associated with wireline/fiber design and installation. From cable route design to more advanced network engineering, our team leverages technical and jurisdictional knowledge to support planning, designing, permitting, documenting, inspecting, and managing our client's fiber optic network deployments. Our designs consider potential impacts and aim for minimum permitting time and cost. Derived from countless fiber optic projects, our cumulative experience empowers us to design and engineer a network fully cognizant of and prepared for the challenges common to such projects.

Over the past 20 years, we've performed a mixture of Aerial, Underground, and Lease Duct fiber design, OSP/ISP engineering, permitting, construction, and construction management services for customers such as AT&T, Verizon, Lumen, Zayo, Dobson Fiber, and Unite Private Networks.

In addition, NTI has completed fiber projects for municipalities such as Kane County and City of Aurora, Illinois. We understand the goals of municipal agencies and can bring the same foresight, commitment, and strong partnership to the comparable work for Kane County.

Our employees are experts in their field, with a strong working knowledge of OSP/ISP standards and applicable laws, statutes, rules, and regulations on the Federal, State, and Local levels, as well as experience managing ADOT, County, City, and railroad permitting processes and coordination with the utility companies. Our teams also adhere to all OSHA standards as well as industry-accepted environmental guidelines.

2. Trade Certifications

Employing the highest trained and experienced personnel, NTI and its employees have decades of combined experience in comprehensive data center infrastructure builds, fiber installation, splicing & termination, testing, and design, all with 24/7 support. NTI recruits top technicians and support staff to ensure that we serve our customers with the very best personnel in the industry. In addition to undergoing a comprehensive training program at our Chicago and Virginia training facilities, our technicians benefit from a mentorship program in which our highest skilled, most experienced technicians train new employees in best practices. Our Training Manual and New Hire Course Requirements are available upon request.

Safety Training

- OSHA 10 & 30 Hour
- First Aid / CPR
- Fall Protection
- Confined Space
- Personal Protective Equipment
- Hazard Communication
- Electrical Safety
- Aerial / Scissor Lift
- Traffic Control
- Driver Safety
- Trenching and Excavation
- Climber training
- RF training
- Rigging

Technical Training

- Fiber Splicing and Testing
- New Technician "Boot Camps"
- On-The-Job and Peer assisted learning program
- Antenna / line, PIM, and sweep testing
- NWSA TTT1
- Manufacturer and vendor specific installation, equipment, and troubleshooting
- Support for career training and recognized certifications including RCDD, PMP, and CAPM

In addition to meeting our own rigorous training and standards, we are proud to be certified by the following manufacturers:

- | | | |
|----------------------------------|---------|-----------|
| • Corning NPI, Platinum National | • Viavi | • EXFO |
| • CommScope Systimax National | • Fluke | • Hubbell |
| • Panduit Preferred Installer | | |

3. Management Approach and Project Manager

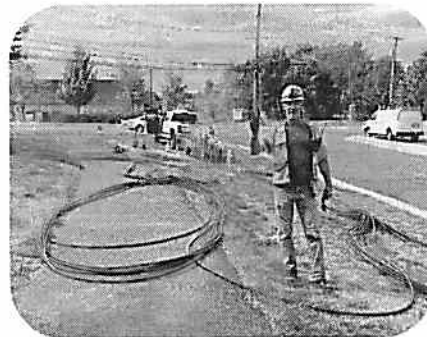
Each NTI market location is managed by an Area Director (AD) who oversees a team of Project Managers (PMs). The Project Manager will be your primary point of contact and will work closely with Kane County throughout the project to ensure that all deliverables exceed your requirements and expectations. The Project Manager is responsible for all aspects of staffing, production, quality, schedule, reporting, and communication for the project. The PMs meet regularly with foremen and technicians in the field to ensure we perform quality, on-time service. NTI is a signatory on the IBEW national agreement and can work with union labor across the country. Nationally NTI has more than 45 crews who can travel and work anywhere in the U.S.

Nate Schroeder, Project Manager

Nate is a former field tech with over 13 years of experience running various scale construction projects from structured cable to A/V. He will manage our teams in the field to deliver on Kane County's requirements. His responsibilities include, managing resources, schedules, budgets, and safety, carefully ensuring adherence to NTI quality and OSHA standards as well as your expectations. Nate will also be responsible for successful and on-time project delivery including managing risks and changes, as well as troubleshooting any issues. Nate's full resume is attached as Appendix 1.

4. Field Crew Leader

NTI Foremen possess the highest level of technical/trade skills while offering project oversight and guidance to subordinates. They apply a strong customer focus to ensure that all team members on a project adhere to expectations and customer protocols. Foremen bring their vast knowledge of safety and security measures to all jobsite situations and take the lead to solve problems, direct others, and train and mentor more junior members of the project team. While applying a deep understanding of survey, design, and customer documentation requirements, Foremen assume responsibility for project tracking and reporting. We are prepared to staff this project with any resources necessary. The Foremen resumes attached as Appendix 1 are a sampling of our expertise, and we can add or adjust staff as needed.



5. Documentation

NTI will provide detailed splice documentation packages following each project. These will include, updated splice assignments, blueprint redlines where applicable, and written narratives explaining the work completed. In 2021, Kane County started using 2 new applications to document changes to the network. The first being Vetro and the second a patch panel change app. Both applications will be used by NTI to provide real time updates to Kane County personnel regarding system changes.

6. Documentation Software

NTI is familiar with the new Vetro Fiber Map software. We worked with Vetro during a system wide splice audit for Kane County in 2021 and continue to expand our knowledge in the tool. In addition, we have experience using all the ESRI apps to support our project objectives, and our field technicians are well equipped with cell phones and laptops. NTI foremen are issued tablets as well.

7. Interaction with Other Agencies/ Providers

We have a rich history working with fiber providers helping them design, build, maintain, and document their networks. Whether it be in the OSP or the ISP environment, Kane County can count on NTI to understand the complexities of your clients' networks and deliver the highest quality services saving you money and, more importantly, time.

Our clients include colocation data center operators, hyperscale cloud companies, wireless service providers, network service providers, cable MSO's, and Fortune 500 enterprises. We self-perform a variety of engineering, design, deployment, and maintenance services in the communications infrastructure space.

Project Examples

We are pleased to share the following project examples.

OSP Project	
Customer/ Years as Client	City of Aurora/ 12 Years
Project Size	\$133K
Project scope	NTI was responsible for engineering and design of the installation of 5300LF of 1-1/4" polyduct via horizontal directional drilling, including (7) new composite handholes. NTI installed 5600LF of 144ct singlemode fiber via the air blown fiber method of installation from the City Hall to Animal

	Control. NTI spliced both ends of the 144ct SMF in new fiber distribution panels and then performed an off hour cutover during a maintenance window. NTI then performed bi-directional OTDR and power meter testing to complete the installation.
OSP Project	
Customer	CenturyLink / 10 Years
Project Size	\$100K
Project scope	NTI was responsible for relocating CenturyLink/Level 3 OSP cables in a major hub carrier site in Chicago. The project included (4) 864ct fiber cables as well as multiple customer riser cables throughout the building. NTI performed all pre-cut over terminations in the customer NG4 racks and was ready for the cut over window. During the cut over NTI was responsible for rolling all customers onto the new cable as fast as possible to minimize the impact the customer would have. NTI successfully completed all splicing and all customer circuits were restored.
OSP Project	
Customer	Confidential / 9 Years
Project Size	\$515K
Project scope	Install 14,000' of 1152ct fiber optic cable in existing and newly constructed underground system, land cables, perform mid-sheath, splice all fibers, and provide testing. NTI performed all the duties on this project

8. Emergency Field Response

NTI provides 24-7 emergency response to all its clients. NTI technicians will use thorough planning and processes while troubleshooting, starting with the simplest of solutions and incrementally working toward the most unlikely. The assigned Project Manager will coordinate the emergency response including dispatching teams, communicating with the customer, and ensuring final resolution and reporting.

NTI has approximately 30 highly trained technicians that can respond to Kane County emergencies. The majority of our technicians are located in Kane County or the surrounding towns. Our shop is located in Downers Grove and extremely close to I-88. This allows NTI to respond quickly to any emergency in Kane County.

9. Past work History

Name of Entity	Year Work Performed	Value	Description
Kane County, IL	2011 - Current	\$350K	Designed fiber optic rings to connect all their facilities work has continued for over 10-years. Work completed in 2021 consisted of engineering and installation of the backbone extension diverse ring to SBA Edge Data Center in West Chicago.

10. Company expertise engineering and construction

Design, Plans, and Specifications - NTI design and drafting teams work as one starting with a location determined by Kane County and creating preliminary desktop construction drawings and specifications using GIS (Geographic Information System) data, GPS based imaging, underground utility locating information, Google Earth data, field survey data, and Kane County's input. Documentation will include GIS features and attributes of newly placed facilities, a GPS file of all pedestals and handholes and their attributes for upload into Kane County's ESRI-ArcMap System. Our team will consider and use existing Kane County conduit and fiber facilities in surrounding areas and all design work will adhere to Kane County's (developed and approved) design principles. NTI will then leverage our extensive knowledge of fiber networks to engineer and draft an OSP (Outside Plant) path.

Once preliminary construction drawings are complete, the OSP survey team will proof the preliminary design path and redline as needed. In the past, the survey was conducted prior to design; however, conducting the survey later in the process adds efficiency and reduces total survey hours expended. NTI will prepare all non-procurement related documents for Pre-Bid and Bid meetings and once work is completed, we will complete all closeout documentation including as-builts with a final tabulation of all units in both electronic and paper format.

Permitting and Easements - Our employees are experts in their fields and have a strong working knowledge of applicable laws, statutes, rules, and regulations on the Federal, State and Local levels. Based upon our experience with similar jurisdictions, our team will ensure that all documentation meets stringent OSP standards so that permitting can occur quickly and without rework. Due to our best-in-class process, we have often been invited later to a project but obtained the necessary

permits before the established engineering firm. We have established the necessary relationships and have a clear understanding of what is needed to obtain permits within the County jurisdiction.

Construction - All aerial construction will be performed by qualified and experienced technicians employing techniques and procedures in accordance with industry standards, manufacturer specifications, and customer expectations. Technicians will perform a pre-survey for planning the cable route per the approved construction drawing, which will determine the aerial cable installation method to be used, such as reel placements, splice locations. Technicians will be identifying installation issues such as investigating the conditions of the ground along the route, including clearance problems over roadways, driveways, trees, or other obstructions, etc. Upon discovery of any issue this will be reported to the customer immediately. All installations will be performed to the NESC code and guidelines to ensure pole owners expectations are met. All proper traffic control plans will be followed by jurisdiction requirements. All lane closures and working hours will be followed by the jurisdiction standards. Once all work is completed all QC documents (photos, redlines, As-builts) will be submitted to the customer.

Splicing - Splicing will be performed by qualified and experienced technicians employing techniques and procedures in accordance with industry standards, manufacturer specifications, and customer expectations. All splicing will be performed with industry-accepted fusion splicing machines. Splice machines will be "arc calibrated" before splicing is performed at each location. Ribbon fibers will be prepared with a thermal stripper tool, cleaved, and cleaned before being spliced. Single fibers will be prepared with a mechanical stripper tool, cleaved, and cleaned before being spliced. Enclosure preparations will be performed with cleanliness to ensure hassle free maintenance and access for future use. All "wet" fiber will be cleaned during enclosure installation using industry approved gel solvent, ensuring cleanliness of enclosure. All splicing performed will be documented to identify cable direction, cable information, fibers spliced, and pictures of actions performed per location. Anytime working with live network, fibers will be checked with a traffic identifier to confirm live traffic. In the case of live network discovered, not previously identified by customer, splicing will be halted at this location and customer notified immediately. Splicing at this location would not proceed until formally notified by customer. Splicing will be performed in a splice trailer or splice van, in the rare occurrence where splicing cannot be performed in a secure environment, splicer will perform all tasks as safe and sanitary as possible. Throughout splicing operations traffic control will be used as necessary to include, but not limited to; traffic cones, signage, blocking vehicles, flaggers, and spotters.

Testing – Testing of installed fiber and fibers spliced will be tested with an industry approved Fiber Optic Testing Machine. Testing will be performed FDP to FDP, bidirectionally with an average of .4/.25dB/km at 1310nm/1550nm in accordance with customer identified expectations for SMF-28. NZDSF or Corning LEAF will be tested to .25/.25db/km at 1550nm/1625nm appropriately. Fiber optic cleaners will be used on FDP prior to testing to ensure clean connection. For distance greater than 2km, a 1k launch cable will be utilized on the nearest test location with OTDR shots. For distances less than 2km, a 500m launch will be utilized. The blue fiber in each bundle/buffer will be tested. Raw test results will be processed utilizing industry tools. Close-out packages will be

compiled with raw SOR and OLTS traces, processed PDF test results, red-lined splicing documents, and pictures of prepped enclosures, basket, splice trays, and sealed enclosure. Any other documentation required by customer, not yet identified, will be performed accordingly.

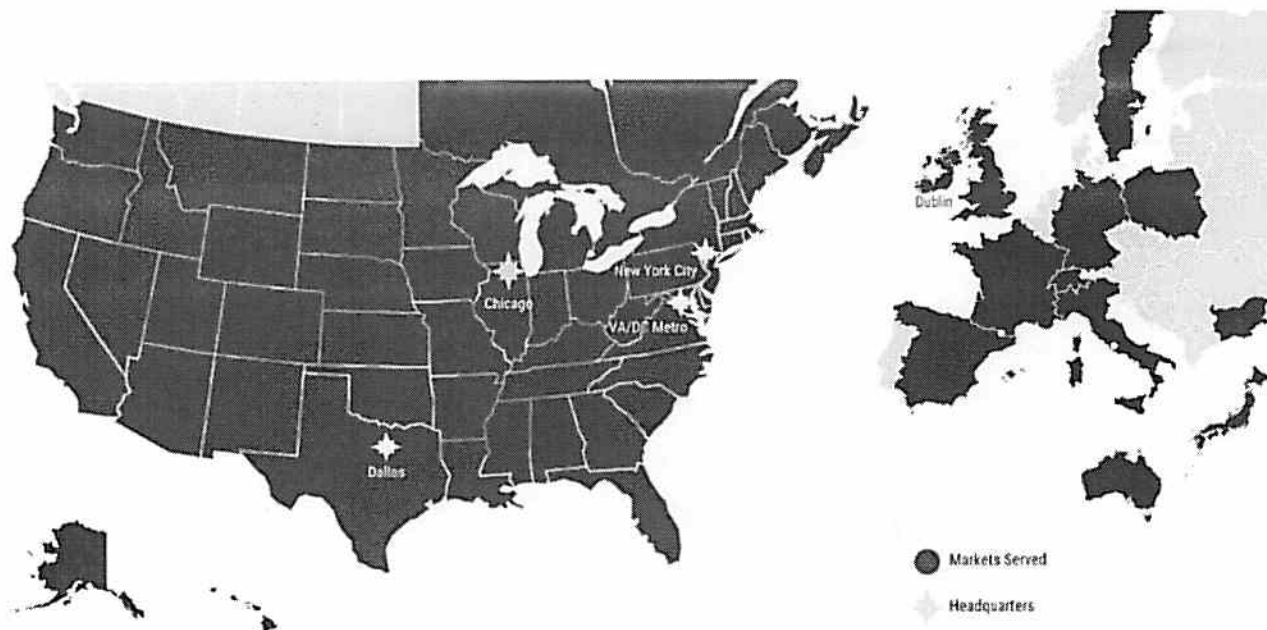
Field Validation - NTI will confirm location and use of existing conduit/cable(s) and prioritize their use in all new design/construction, as well as use existing easements and public ROW whenever possible for new cable routes, also taking into consideration current conditions, utilities, etc. We will prepare field notes, tabulation, and records of all construction units and quantities, reviewing the proposed scale and format with Kane County to ensure approval prior to project start.

11. System Audits

In 2021 NTI started a system wide audit for Kane County. This included documenting all Kane IT vaults, all splice cases and all patch panels at the hub sites. All documentation was submitted in a timely manner via a OneDrive folder that Kane IT has access to. This information was uploaded to Vetro to build an accurate database for all Kane County fiber.

12. Company Size

Founded in 2009 and headquartered in Chicago, NTI has expanded across the U.S. and globally with national and international deployment capabilities and maintains dedicated travel crews to complete large fiber and data center projects throughout the U.S. NTI has grown to approximately 182 employees, comprised of technicians, project managers, and corporate personnel.



Chicago Team

Employee Headcount	Skill
12	Aerial/Underground Outside Plant
22	Fiber Optic
17	Network Repair and Maintenance
3	Cellular Communication

Ownership and Financial Stability

NTI is a wholly owned subsidiary of Network Connex, which is owned by Orix Capital Partners. A subsidiary of ORIX Corporation USA and Tokyo-based ORIX Corporation, a publicly traded international financial services company (Tokyo: 8591, NYSE: IX) with operations in 28 countries and over \$460 billion in assets under management. We are well-funded and poised for significant growth in the coming years. Our financial stability is healthy with positive cash flows, year over year double digit growth, and projected expansion throughout 2022.

Together with our four other operating companies which will be fully integrated by mid-2022, Network Connex provides a comprehensive portfolio of network deployment solutions for Hyperscale, Fiber based Network Service Providers, Data Centers, Wireless Service Providers, and Cable MSOs.

13. Site Safety

With safety as a core value at NTI, our Director of Safety, Ryan Kline, writes guidelines and educates our teams on awareness, tools, and resources to keep our employees and our customers safe. Ryan will be working closely with our project team to ensure we meet the project safety standards and reporting requirements including developing a site-specific Environmental Health and Safety (EHS) plan and High-Risk Activity (HRA) Management Plan to be enforced throughout the project.

While our safety policy adheres to the standards set by OSHA, we recognize that those are the minimum requirements, and we have established higher standards for our technicians where there is opportunity to further reduce the risk to our team members. All NTI employees are dedicated to incident prevention and mitigation of safety risks. This includes prioritizing the safety and well-being of our employees, subcontractors, and clients, as well as preventing wasteful, inefficient operations, and damage to property and equipment. The safety policy applies to all employees of NTI regardless of position, as well as any subcontractors and anyone who is present on an NTI jobsite.

Training is an integral part of reducing risks and keeping our employees free from injury. We provide the necessary health and safety training for each role and exposure situation including training in: confined space, fall protection, hazard communication, ladder safety, aerial safety, first aid/CPR, electrical, traffic control, and other topics as needed. In addition, we go beyond compliance for our technicians placed in a supervisory or leadership role. More than 30% of our technician workforce is equipped with an OSHA 30-hour Certification. In addition, we complete a Job Hazard Analysis at the beginning of each job to identify potential safety hazards. We also hold weekly toolbox meetings to review current events in construction health and safety as well as the fundamentals of safe work practices.

As our safety data demonstrates, through our efforts we have been successful in reducing risks to the health, safety and welfare of workers, contractors, customers, and anyone affected by our operations.

Year	EMR	TRIR	DART	LTIR	Number of work-related fatalities
2021	0.67	1.68	1.68	0.0	0
2020	0.70	1.92	1.28	1.55	0
2019	0.67	1.93	0.0	0.0	0
2018	0.73	0.0	0.0	0.0	0

14. Security and Background Checks

NTI will comply with the security and background checks defined by Kane County.

REFERENCES
Fiber Optic Support Services
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: Nat Tech, LLC

1. Organization: City of Aurora
Address: 44 E Downer Place
City, State, Zip Code: Aurora, IL 60505
Telephone Number: 630-256-3464
Contact Person: Mike Baker
Date of Project: Since 2012
E-Mail Address: mbaker@aurora-il.org
2. Organization: Kane County
Address: 719 Batavia Ave. Building B
City, State, Zip Code: Genevam IL
Telephone Number: 630-742-3743
Contact Person: Roger Fahnestock
Date of Project: Since 2012
E-Mail Address: fahnestockroger@co.kane.il.us
3. Organization: Zayo
Address: 810 Jorie Blvd
City, State, Zip Code: Oak Brook, IL 60523
Telephone Number: 630-203-8003
Contact Person: Tim Payment
Date of Project: Since 2009
E-Mail Address: timothy.payment@zayo.com
4. Organization: AWS (Amazon Web Services)
Address: 440 Terry Ave. N.
City, State, Zip Code: Seattle, WA 98109
Telephone Number: 559-816-2919
Contact Person: Raul Rodriguez
Date of Project: Since 2013
E-Mail Address: rauod@amazon.com



A **NETWORK**CONNEX COMPANY

PROFILE

Former field tech in the telecommunications industry for over 13 years running various scale construction projects from structured cable to A/V, recently making the transition from the field to the office project managing OSP, ISP and structured cabling projects.

CERTIFICATIONS

- OSHA 10
- OSHA 30

NATE SCHROEDER

Project Manager

WORK EXPERIENCE

NTI, a Network Connex Company – Project Manager

April 2019 to Current

- OSP Projects
- ISP Projects
- Structured Cabling Projects
- Data Center Builds

IBEW LOCAL 701 – Foreman

March 2006 – April 2019

- New Construction and Tenant Buildout
- Voice/Data
- Audio/Visual
- Security

SKILLS

- OSP Fiber
- ISP Fiber
- Data Center Build
- Microsoft Office
- Bluebeam
- Structured Cabling
- Testing
- Project Management
- Team Player
- Leadership
- Problem Solving



A **NETWORK**CONNEX COMPANY

PROFILE

Foreman with over 17 years of experience in fire alarm, card access, security, CCTV, voice data and fiber optics.

EDUCATION

IBEW Local 701 – Apprenticeship Program

BRIAN KURTZ

Foreman

WORK EXPERIENCE

NTI, a Network Connex Company – Foreman Technician

2014 to Current

- Outside and Inside plant Installation, maintenance, and testing
- Fiber optic splicing and testing
- Oversee crews
- Work with Project Managers to help design jobs and keep them moving forward
- Develop and manage customer relations for ongoing accounts

Electrical Design Systems – Journeyman/ Foreman Technician

2005- 2014

- Responsible for installation, maintenance, of fire alarm, card access, security, CCTV, and voice/data systems
- Collaborated with Project Managers for job estimates
- Developed and manage customer relations for ongoing accounts
- Provided knowledge and training to end users

Briggshaw Electric – Apprentice/ Journeyman

2003- 2005

- Installed voice/data, cable television, home theater, central vac, security systems for custom homes
- Programmed and demonstrated security systems to homeowner



A **NETWORK**CONNEX COMPANY

PROFILE

Foreman with over 6 years of experience as ISP and OSP fiber optics technician

EDUCATION

IBEW Local 9 – Apprenticeship Program

JEFF QUATROKE

Foreman

WORK EXPERIENCE

NTI, a Network Connex Company – Foreman Technician 2015 to Current

- Outside and Inside plant Installation, maintenance, and testing
- Fiber optic splicing and testing
- Oversee crews
- Work with Project Managers to help design jobs and keep them moving forward
- Develop and manage customer relations for ongoing accounts
- Frequent work in several different Data Centers.
- On call 24 hours a day for emergency fiber optic repairs. Work closely with customers to determine design and scope of work.

CableCom LLC. – Splicing Technician 2014- 2015

- Outside and Inside plant Installation, maintenance, and testing
- Fiber optic splicing and testing
- Developed and managed customer relations for ongoing accounts

III. BASE BID:

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Project Manager	M-F	60	\$105.00	\$6,300.00
"	M-F>8	16	\$157.50	\$2,520.00
"	OSA	8	\$157.50	\$1,260.00
"	OSH	8	\$210.00	\$1,680.00
Subtotal				\$11,760.00
Foreman	M-F	160	\$110.00	\$17,600.00
"	M-F>8	40	\$165.00	\$6,600.00
"	OSA	16	\$165.00	\$2,640.00
"	OSH	16	\$220.00	\$3,520.00
Subtotal				\$30,360.00
Equipment Operator	M-F	180	\$125.00	\$22,500.00
"	M-F>8	60	\$187.50	\$11,250.00
"	OSA	20	\$187.50	\$3,750.00
"	OSH	20	\$250.00	\$5,000.00
Subtotal				\$42,500.00
Field Technician	M-F	180	\$130.00	\$23,400.00
"	M-F>8	60	\$195.00	\$11,700.00
"	OSA	20	\$195.00	\$3,900.00
"	OSH	20	\$260.00	\$5,200.00
Subtotal				\$44,200.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Cable Splicer/Fiber Technician	M-F	160	\$100.00	\$16,000.00
"	M-F>8	80	\$150.00	\$12,000.00
"	OSA	28	\$150.00	\$4,200.00
"	OSH	28	\$200.00	\$5,600.00
Subtotal				\$37,800.00
Laborer	M-F	160	\$110.00	\$17,600.00
"	M-F>8	60	\$165.00	\$9,900.00
"	OSA	20	\$165.00	\$3,300.00
"	OSH	20	\$220.00	\$4,400.00
Subtotal				\$35,200.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Fiber Locator	M-F	160	\$105.00	\$16,800.00
"	M-F>8	80	\$157.50	\$12,600.00
"	OSA	28	\$157.50	\$4,410.00
"	OSH	28	\$210.00	\$5,880.00
Subtotal				\$39,690.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Communication Technician Region N BLD Base	M-F	160	\$100.00	\$16,000.00
"	M-F>8	80	\$150.00	\$12,000.00
"	OSA	28	\$150.00	\$4,200.00
"	OSH	28	\$200.00	\$5,600.00
Subtotal				\$37,800.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Communication Technician Region S BLD Base	M-F	160	\$100.00	\$16,000.00
"	M-F>8	80	\$150.00	\$12,000.00
"	OSA	28	\$150.00	\$4,200.00
"	OSH	28	\$200.00	\$5,600.00
Subtotal				\$37,800.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Electric Power Lineman Region All - All Base	M-F	160	\$125.00	\$20,000.00
"	M-F>8	80	\$187.50	\$15,000.00
"	OSA	28	\$187.50	\$5,250.00
"	OSH	28	\$250.00	\$7,000.00
Subtotal				\$47,250.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Communication Technician Region N BLD Foreman	M-F	160	\$110.00	\$17,600.00
"	M-F>8	80	\$165.00	\$13,200.00
"	OSA	28	\$165.00	\$4,620.00
"	OSH	28	\$220.00	\$6,160.00
Subtotal				\$41,580.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Communication Technician Region S BLD Foreman	M-F	160	\$110.00	\$17,600.00
"	M-F>8	80	\$165.00	\$13,200.00
"	OSA	28	\$165.00	\$4,620.00
"	OSH	28	\$220.00	\$6,160.00
Subtotal				\$41,580.00

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit	Extended Cost
Electric Power Lineman Region All - All Foreman	M-F	160	\$140.00	\$22,400.00
"	M-F>8	80	\$210.00	\$16,800.00
"	OSA	28	\$210.00	\$5,880.00
"	OSH	28	\$280.00	\$7,840.00
Subtotal				\$52,920.00

BASE BID TOTAL: \$500,440.00

Definitions:

M-F - Regular 40 Hour Work Week	M-F>8 - Overtime Rate for Normal Work Week
OSA - Overtime Rate for Saturday	OSH - Overtime Rate for Sunday & Holiday Work

MATERIAL MARKUP FROM CONTRACTORS COST:

Estimated New Material Cost		New Material & Equipment Markup		New Material plus Markup Total Cost
\$100,000.00	X	15 %	=	\$ \$115,000.00

MATERIAL MARKUP TOTAL: \$115,000.00

EQUIPMENT COSTS:

Equipment	Hourly Rate	Daily Rate	Weekly Rate
Pick-up Truck	\$15.00	\$120.00	\$600.00
Utility Truck	\$35.00	\$280.00	\$1400.00
Portable Generator – 40K	\$10.00	\$80.00	\$400.00
3" Water Pump	\$10.00	\$80.00	\$400.00
Fiber Optic Capstan Winch	\$20.00	\$160.00	\$800.00
Equipment to Work in Confined Spaces	\$13.00	\$104.00	\$520.00
Optical Time-Domain Reflectometer	\$14.00	\$112.00	\$560.00
Single Fiber Fusion Splicer	\$19.00	\$152.00	\$760.00
Mass Fusion Splicer	\$20.00	\$160.00	\$800.00
Power Meter	\$10.00	\$80.00	\$400.00
Splicing Trailer	\$31.00	\$248.00	\$1240.00
Locator	\$17.00	\$136.00	\$680.00

ACCEPTANCE

The Offer is hereby accepted for Fiber Optic Support Services.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 22-001. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.



Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

6/06/22
Date

**PROPOSAL RESPONSE
FORM
FIBER OPTIC SUPPORT SERVICES**

RFP Due Date & Time: March 16, 2022 at 1:30 p.m.

To: www.bidnetdirect.com/illinois/kanecounty
County of Kane Purchasing Department
719 S. Batavia Ave., Bldg. A, Room 211, 212 or 214
Geneva, Illinois 60134
Hours: 8:30 a.m. to 4:30 p.m. CST, Monday-Friday

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide Fiber Optic Support Services per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): 1; 2; 3; 4

The Vendor has examined the Contractor Disclosure section C of the Terms and Conditions, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature 

Typed Signature Rick Danca

Company Nat Tech, LLC d/b/a National Technologies NTI

Address 5101 Thatcher Rd, Downers Grove, IL 60515-4029

Phone # 630-581-0560 Fax # 630-851-7761 E-mail info@ntitech.com

Federal I.D./Social Security # 47-5110811 Date 3/15/2022



CONTRACTOR DISCLOSURE

As of _____, Nat Tech, LLC d/b/a National Technologies NTI, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Nat Tech, LLC:

Nat Tech Holdings, LLC	100%
5101 Thatcher Rd.	
Downers Grove, IL 60515	

Chris Aiss

Officer
Title: CFO

4/5/22

Date

Subscribed and Sworn this 5 day of April, 2022

Meritt Barina

Notary Public





FAMILIAL RELATIONSHIP DISCLOSURE

As of _____, Nat Tech, LLC d/b/a National Technologies NTI, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Charles J. Jans _____ 4/5/22
Officer Date
Title CFO

Subscribed and Sworn this 5 day of April, 2022

Meritt Barina
Notary Public



VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| ☐ Minority-owned Business (MBE) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDBE) |
| ☐ Kane County Local Business | ☒ N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.



CERTIFICATE OF LIABILITY INSURANCE

10/15/2022

DATE (MM/DD/YYYY)

5/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1473460 Nat Tech LLC dba National Technologies NTI 5101 Thatcher Road Downers Grove IL 60515	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Hartford Insurance Group		
	INSURER C: Hartford Accident and Indemnity Company		22357
	INSURER D: Hartford Casualty Insurance Company		29424
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 16866686

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	83UUNZV4082	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	83UENZV4217	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 10,000	N	N	83RHUVZV3862	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	83WEAA0UER	10/15/2021	10/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: RFP #22-001 - Fiber Optic Support Services

County of Kane is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General and Auto Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the Additional Insureds if required by written contract with respect to General Liability, Auto Liability and Workers Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

CANCELLATION See Attachment

16866686 County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
ANY PERSON OR ORGANIZATION	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

- (3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (a) During the policy period; and
- (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft ✓

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the