

RFP Identifier: 2018-OPBC- WAN

Oak Park Broadband Consortium

E-RATE FUNDING YEAR 21 (2018-2019)

REQUEST FOR PROPOSAL

Delivery of Wide Area Network Services that includes the following options:

Self Provisioning

Leased Dark Fiber (Dark Fiber)

Leased Lit Fiber (Lit Fiber Service)

Services Provided over a Third-Party Network for delivery of Wide Area Network Services (WAN)

Network Switching Equipment

Maintenance & Operations

Form 470 #:180009632

Date Form 470 Posting to SLD Website: December 15, 2017

To Download the RFP and supplemental documents, please visit:

<http://www.op97.org/ilearn97/erate>

Note: Proposers can also download all documents within the EPC USAC /SLD web portal

located at: <https://portal.usac.org/suite/>

Consortium Eligible Member:

Oak Park Elementary School District 97

Consortium Ineligible Member:

Village of Oak Park

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I. RFP TIMELINE

Date	Activity
December 15, 2017	Release of RFP Request For Proposal. to vendors and public notice in (Whatever is required by State of IL and/or Oak Park Broadband Consortium (OPBC) regulation or policy).
December 21, 2017	Mandatory respondent RFP Meeting (10:00 AM to 12:00 PM) - Attendance through Zoom Web Conference or in person is required. Physical address is 260 Madison, Oak Park, IL 60302. Zoom URL is: https://iltpp.zoom.us/j/2506873394
December 28, 2017	Respondent Written questions re: RFP, contract, and/or specifications due in accordance with Proposal Instructions.
January 4, 2018	Answers to RFP, respondent contract, and/or specifications questions posted to USAC E-rate Productivity Center (EPC) website and to Oak Park School District website: http://www.op97.org/ilearn97/erate No other communications with vendors respondents will occur after this date.
February 1, 2018	RFP responses due.
February 9, 2018	Oak Park Broadband Consortium’s (OPBC) RFP selection of response is forwarded to OPBC Board and Oak Park Broadband Consortium (OPBC) School Board District and Village for board approval.

II. RFP NARRATIVE

Oak Park Elementary School District 97 (“School District”) is the leader of the RFPding entity, the Oak Park Broadband Consortium. The Oak Park Broadband Consortium is comprised of the School District, which has twelve (12) facilities,

and the Village of Oak Park, IL (“Village”), which has twelve (12) facilities. The school district has 8 Elementary Schools, 2 Middle Schools, Administration Building and Warehouse Building that will be served by this Request for Proposal (“RFP”). There are approximately 6100 students and 550 teachers in the School District. The Village will make its decision on buying through the consortium RFP responses independently from the School District. Respondents should bear in mind this is a consortium of independent entities when crafting their responses.

The Oak Park Broadband Consortium (OPBC) wishes to compare Self Provisioning, Leased Dark Fiber (Dark Fiber), Leased Lit Fiber (Lit Fiber Service) and Services Provided over a Third-Party Network for delivery of Wide Area Network Services (WAN) between the 24 locations in the OPBC. The leased dark fiber option includes consideration for both Indefeasible Right of Use - Capital Lease (IRU) and a standard leased dark fiber agreement.

The current Wide Area Network Services are provided via leased lit fiber but enhanced bandwidth fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association standard recognized in the FCC Second E-rate Modernization order as the benchmark standard for bandwidth for schools. The FCC’s recommended standard is 1 Mbps per student for school year 2018-2019.

Oak Park Broadband Consortium (OPBC)’s WAN connectivity shall be subject to the following:

- Service is expected to originate at the hub and be delivered to the eligible service locations from Oak Park Broadband Consortium (OPBC) hubs (specific hub for each location designated on pricing sheet (Attachment B) at the locations listed in the RFP Participant Site Section. Hub terminations are suggested locations. Oak Park Broadband Consortium (OPBC) will, in accordance with E-rate rules, consider alternative network designs and choose the most cost effective solution.

III. RFP PARTICIPANT SITES

Respondent shall identify specific sites from where it will run infrastructure or service to an existing network closet identified in the “Location on campus” field on Attachment A (Oak Park Elementary School District 97 Building Diagrams).

The new service is being planned to begin on July 1, 2018 if the service does not involve any new construction/Special Construction, which represents the expiration of the Oak Park Broadband Consortium's (OPBC) current leased lit fiber service. If the winning respondent will construct new fiber, the fiber must be placed into service on or before June 30, 2019, Advance installation for fiber construction as well as service delivery or lighting of dark fiber will follow the issuance of a positive Funding Commitment Decision Letter.

IV. RFP SERVICE SPECIFICATIONS

A. RFP Options. Oak Park Broadband Consortium (OPBC) is seeking four options for RFP responses. Any reference to "Services Provided Over a Third Party Network" shall mean and include options on the FCC Form 470 and represents any service, wired or wireless, over a third party owned network. Services Provided Over a Third Party Network applies the first three options in the following four options. **Respondents may respond to on one, two, three, or all four options, in any combination.**

1. Option 1. The first option is a fully managed, Layer 2 or Layer 3, leased lit fiber transport service from the hub to the specified eligible applicant sites. One-time new construction/Special Construction can be priced separately from the vendor's proposed monthly recurring cost for the fully managed leased lit service. **Specifications for fiber construction related to this priced are contained in Appendix A.**
2. Option 2. The second option is for a leased dark fiber (IRU) solution that includes special construction, the IRU fee, fiber maintenance, and operations. One-time Special Construction costs should be priced separately from the IRU fee. IRU fees can be billed as an upfront balloon payment or a month to month service fee for the requested terms.

Maintenance and operations monthly fees should be priced separately from the IRU fee. One-time new construction/Special Construction can be priced separately from the respondent's proposed monthly recurring cost for the fully managed IRU fiber. **Specifications for fiber construction related to this RFP are contained in Appendix A.**

Respondent shall also provide and manage a 24 x 7 x 365 technical support service for the connections.

3. Option 3. The third option is, any Services Provided Over a Third-Party Network, which is, any type of other service delivered over a service provider or other third party owned network that delivers bandwidth speeds outlined in the leased lit fiber option. The service must also meet the uptime, latency and jitter specifications of the leased lit fiber service, as required in Option 1.

One-time new construction/Special Construction can be priced separately from the respondent's proposed monthly recurring cost for the fully managed Services Provided Over a Third Party Network. **Specifications for fiber construction related to this priced are contained in Appendix A.**

4. Option 4. The fourth option is for Oak Park Broadband Consortium (OPBC) owned (self-provisioned) fiber to the designated locations and includes all eligible Special Construction charges.

Maintenance and operations monthly fees should be priced separately from the Special Construction charges for the self-provisioned fiber.

Respondent shall also provide and manage 24 x 7 x 365 technical support service for the connections.

B. Special Construction. In E-rate terminology, "Special Construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Oak Park Broadband Consortium (OPBC) may seek funding for Special Construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. Construction of network facilities;
2. Design and engineering; and
3. Project management.

Note: The term “Special Construction” does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

All options can include Special Construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the RFP responses and both a short term and long term cost effectiveness analysis, Oak Park Broadband Consortium (OPBC) will determine which, if any, of the lit service, leased dark fiber, Leased Dark fiber (IRU), Oak Park Broadband Consortium (OPBC) self-provisioned fiber construction or some combination of solutions is acceptable.

Respondents who price Special Construction charges in their proposal shall indicate whether payment of the non-discount share of Special Construction in four (4) annual installment payments is acceptable. Oak Park Broadband Consortium (OPBC) has selected the installment payment option on the FCC Form 470.

Tab 6 of the Oak Park Broadband Consortium (OPBC) pricing sheet (Attachment B) contains details regarding Special Construction costs that respondents shall provide the Oak Park Broadband Consortium (OPBC) as part of their RFP response.

C. Cost Allocation. Important Notes: Cost allocation of excess strands for leased lit fiber, leased dark fiber and self-provisioning.

- 1. For Leased Dark Fiber or Leased Lit Fiber:** To the extent that the successful respondent for lit fiber service and/or dark fiber lease requests Special Construction reimbursements and installs additional strands of fiber for future business ventures, the respondent assumes full responsibility to ensure those costs are allocated out of the Special Construction charges to Oak Park Broadband Consortium (OPBC) in accordance with USAC guidance. If after issuance of the FCDL, USAC determines that the respondent did not allocate those charges associated with the additional strands, Oak Park Broadband Consortium (OPBC) will not be responsible to reimburse respondent

and the respondent will assume all responsibilities for costs deemed ineligible by USAC.

Cost allocation would likely involve the respondent demonstrating the total construction cost for the newly built segments. From these total costs, the service provider would then remove from the Special Construction charges billed to the Oak Park Broadband Consortium (OPBC), the incremental share of costs related to the excess strands.

The table below illustrates possible incremental costs the service provider could experience from placing excess strands for their own use into a leased lit fiber or leased dark fiber solution proposed for the Oak Park Broadband Consortium (OPBC):

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the Special Construction request
Fiber Cable	38 cents per foot	\$1.04 per foot	66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor*	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures**	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel

Conduit and other structured materials	1.25" conduit required \$1.95 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber Marker \$30 per unit	1.5" conduit required \$2.35 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber marker \$30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)****	\$2.85 per foot	\$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

2. For Self-Provisioning: The Oak Park Broadband Consortium (OPBC) represents a consortium of E-rate eligible entities and public sector ineligible entities. USAC guidance regarding such a consortium is as follows:

For a self-provisioning consortium that includes a public-sector partner, the Special Construction cost-allocation rules are the same as the Leased Lit Fiber services with Special Construction or Leased Dark Fiber services with special construction. The cost of the ineligible fibers must be deducted from the funding request, but only the incremental costs related to labor, materials, engineering, project management, and design must be cost allocated. The table used in the leased lit fiber/leased dark fiber example should be used as a guide to determine costs that will require allocation.

For the purposes of E-rate, “public sector partner” is defined as health care providers and public sector (governmental) entities, including, but not limited to state colleges and universities, state educational broadcasters, counties and municipalities, such as the Village of Oak Park.

For this type of consortium, Example 4 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 4:** The applicant is an E-rate consortium comprised of schools and municipal entities. It seeks to self-provision a network that will be owned entirely by the schools, but will also be used by the municipal entities.

Result: The cost of all fiber strands used by the municipal entities must be allocated out of the funding request, as well as any additional special construction costs incurred because of the installation of those fiber strands (e.g., any increased labor charges, increased plant costs, 100% of the costs of any laterals built to the municipal entities).

D. Specifications for RFP response Options. The specifications related to each solution option are as follows:

1. **Leased Lit Fiber Service and Services Provided Over Third Party Networks:** Oak Park Broadband Consortium (OPBC) must have dedicated Lit Transport over fiber (Leased Lit Fiber) or any other Transport medium (wireless, coax, copper) (Services Provided Over Third Party Networks). Bandwidth throughput (upload and download) of 10G and 40G scalable for all locations Service Level Agreement

(SLA) guarantees to all specified sites. The solution must be scalable from 10G to 40G.

Fully managed price proposal:

The “Fully Managed Service Pricing Sheet (Attachment B)” worksheet includes pricing for symmetrical service from the hub to each eligible entity location 10G and 40G. Price quotes are requested for 60 months of service. Prices should be all inclusive. “All inclusive” as used in this request for proposal includes all **Special Construction or non-recurring costs (NRC)** (see description in Section IV. Part B) required by the respondent respondent to commence service and **all monthly recurring costs (MRC) including all taxes, universal service (if charged), installation charges, and other fees** should be included in the requisite columns of the pricing sheets (Attachment B). No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

Additional Description:

Each lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections.

Service Level Agreement:

Network Availability: Respondent shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of the Oak Park Broadband Consortium (OPBC) Fully Managed Services Network. Respondents should include the methodology for measuring and reporting unscheduled outages on a circuit by circuit basis. This should include at a minimum monthly service reports to the Oak Park Broadband Consortium (OPBC)

The respondent will also meet the following performance standards:

- Frame/packet loss .25% commitment
- 25 ms Network Latency Commitment
- 10 ms Network Jitter Commitment
- The respondent will not rate limit or throttle the capacity of the Customer’s circuit at any time for any reason

- The respondent must verify, in writing in its proposal, that the links between the sites are direct point-to-point links with no added service provider owned equipment between the “A” and “Z” location.

2. **Leased Dark Fiber:** As an alternative, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service locations. The price quote should be for a lease of 60 months for 4 strands of fiber from the hub to each eligible entity location.

IRU of Fiber (Leased Dark Fiber (IRU))

For leased dark fiber, respondents can, in addition to a standard 60 month lease, quote a 10 year or 20 year indefeasible right to use (IRU) price for four (4) strands of fiber between the specified hub and each eligible entity location.

Leased Dark Fiber (IRU) Price Proposal

Oak Park Broadband Consortium (OPBC) is interested in and a respondent must quote a standard IRU-type pricing with a one-time capital cost payment for a 10 or 20 Year IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU. Oak Park Broadband Consortium (OPBC) may, at its sole discretion, also consider any type of IRU pricing proposed by a respondent including month to month pricing for the term of the IRU or a 10 year IRU. Oak Park Broadband Consortium (OPBC) will follow E-rate requirements of choosing the most cost effective solutions.

The IRU agreement must contain clauses that allow for the IRU agreement to remain in force and the Oak Park Broadband Consortium (OPBC) to maintain control of the fiber strands granted under the IRU agreement, should the service provider be acquired by a third party, declare bankruptcy or otherwise become insolvent or cease to exist.

Each respondent is required to complete the pricing matrix appended as the “IRU” worksheet in the spreadsheet accompanying to this RFP. Respondents are encouraged to separate Special Construction

charges as defined by E-rate eligibility rules. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

If non-amortized or 'up-front' Special Construction charges are requested by the respondent for the fiber proposed to be IRUd, Oak Park Broadband Consortium (OPBC) expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

Each IRU response must also include description of proposal, maintenance, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Operations and Internet Services can be priced "bundled" with an IRU price, or as a stand-alone service and must be described as such.

Additional Description

Each leased dark fiber IRU response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. An A leased dark fiber maintenance and operations price can be "bundled" with a leased dark fiber price, or as stand-alone RFP responses and must be described as such. Pricing for the dark fiber maintenance and operations portion of the price must be separated from the IRU or lease costs of the fiber.

- 3. Self-Provisioned Fiber Construction:** As an alternative, Oak Park Broadband Consortium (OPBC) requests that respondents propose design and pricing for a self-provisioned new build of fiber between the hub and each eligible entity location. Pricing for four (4) strand, twelve (12) strand, and twenty-four (24) strand single-mode new fiber builds are requested. Oak Park Broadband Consortium (OPBC) will decide on the strand count based on cost effectiveness principles and needed capacity. Quotes of different strand counts will provide the Oak Park Broadband Consortium (OPBC) the basis for any needed cost allocation.

Respondents are requested to provide a proposal for the Oak Park Broadband Consortium (OPBC) self-provisioned fiber network based on the eligible Special Construction costs outlined the Second E-rate Modernization Order (https://apps.fcc.gov/edocs_public/attachmatch/FCC-14-189A1.pdf page 6, footnote 21 is the first reference).

New eligible fiber Special Construction charges as defined by the order include construction, design, engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, and pole attachments. The Oak Park Broadband Consortium (OPBC) desires a fully “turn-key” project so respondents should provide explanation for the Oak Park Broadband Consortium (OPBC) involvement in the process including ownership and sourcing of permits, etc.

Self-Provisioned Fiber Construction Price Proposal

Each respondent is required to complete the pricing matrix appended as the “Self-provisioned Fiber” worksheet in the spreadsheet accompanying to this RFP. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs. The solution should include all costs related to the deployment of the proposed circuit, such that there are no additional costs that are expected to be incurred by Oak Park Broadband Consortium (OPBC)

Self-Provisioned Fiber Construction Specifications

Oak Park Broadband Consortium (OPBC)’s specifications for a newly constructed fiber infrastructure are contained in **Appendix A** (These are the specifications for all projects that include construction of new fiber).

Self-Provisioned Fiber Project Management:

- Selected respondent and its sub-Respondents will provide all project management to accomplish the installation/construction of all project work as outlined in **Appendix A**.

- The respondent will provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined in **Appendix A**, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- Selected respondent and its sub-Respondents will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected respondent, sub-Respondent or Oak Park Broadband Consortium (OPBC).

Each self-provisioned fiber build response must also include a description of its proposal, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Maintenance and/or operations and/or Internet Services can be price “bundled” with a self-provisioned fiber construction price, or price as a stand-alone service and must be described as such.

- 4. General Terms for Leased Dark Fiber (IRU) or Self-Provisioned Fiber Projects.** The following are general terms that apply to leased dark fiber (IRU) or self-provisioned fiber builds. Respondents may offer maintenance and operations services, and network equipment purchase (if applicable), installation, and operations either themselves or through 3rd party sub-Respondents. In the case that respondents use external 3rd party service providers or Respondents to deliver some or part of the solution, these should be clearly indicated in the response.

Fiber Specification:

- All dark or self-provisioned fiber solutions must comprise of single mode fiber end to end.

Maintenance:

- Oak Park Broadband Consortium (OPBC) requires on-going

maintenance of the fiber on all Leased Dark Fiber, Leased Dark Fiber (IRU), or self-provisioned fiber solutions. Maintenance responses are required as follows:

- All dark fiber responses (lease and leased dark fiber (IRU) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and leased dark fiber (IRU) solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Oak Park Broadband Consortium (OPBC) fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for the entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner (not Oak Park Broadband Consortium (OPBC)) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- As part of the maintenance contract for an IRU, describe the process for relocations, including assumption of costs.
- Self-provisioned fiber construction responses are not required to include a maintenance response. Maintenance on self-provisioned fiber may be priced as a stand-alone service, however, “bundled” holistic solutions are preferred, as outlined in the evaluation criteria. Responses for maintenance on self-provisioned fiber must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from Oak Park Broadband Consortium (OPBC) of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with

reasonable diligence.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and handhole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility Respondents for emergency restoration,
- Repair of fiber breaks,
- Post repair testing,
- Mean time to repair,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes, and
- All costs related to and the process for responding to locate requests.

Equipment, Installation, and Operations:

The Oak Park Broadband Consortium (OPBC) requests that the respondent provide a quote for an annual operations cost to oversee the technical support of the circuit once the leased dark fiber, leased dark fiber (IRU) or self-provisioned fiber is available for service. Include price details in the "Operations" worksheet of the pricing sheet (Attachment B) for equipment necessary to place the circuit into service at different bandwidth levels, managing each fiber run between the hub and the eligible entity location, installation and configuration of equipment at both Oak Park Broadband Consortium (OPBC) hub and each eligible entity location, and annual cost to operate the equipment/circuits. Operations on leased dark fiber, leased dark fiber (IRU), or self-provisioned fiber may be priced as a

stand-alone service, however, “bundled” holistic solutions are preferred, as outlined in the scoring rubric (Section VII, page 30) .

The annual operations cost shall include the cost of:

- Managing initial inquiries and contracts needed to place equipment and cross connect to the internet provider at the co-location facility,
- Installation and configuration of equipment to put circuits into service,
- Network monitoring on a 24x7x365 basis,
- Creation and communication of service tickets to Oak Park Broadband Consortium (OPBC) escalation list,
- Incident response with timing standards that are in accordance to a respondent provided service level agreement that meets general industry standards,
- Other industry standard provisions of broadband service technical support, and
- Re-provisioning equipment when necessary to put circuits back into service after an outage

E. Required Equipment. Ten Gigabit Ethernet SFPs of will be required at each site in the quantities listed on the Equipment pricing sheet (Attachment B Equipment Tab).

Oak Park Elementary School District 97 warehouse requires a switch as specified in the pricing sheet (Attachment B-equipment tab).

The Oak Park Broadband Consortium (OPBC) will consider alternative designs and networking hardware proposed by the respondent.

V. AREA MAPS and SAMPLE NETWORK DESIGNS

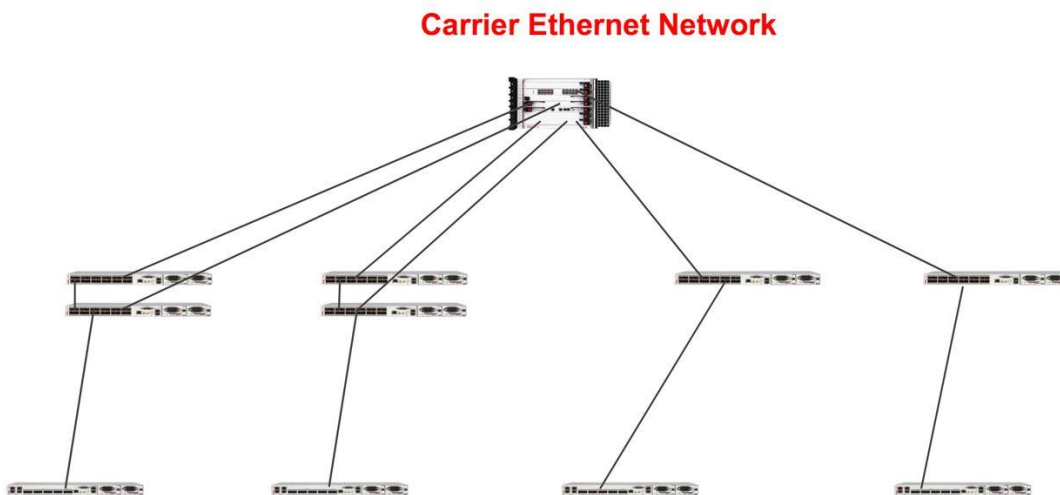
A. Oak Park Broadband Consortium (OPBC) Sample Network Design.

The Oak Park Broadband Consortium (OPBC) is including an area map and a series of network design images/network design maps to guide vendors in formulating their responses. These images should be viewed as “samples” by respondents. In accordance with E-rate rules, the Oak Park Broadband Consortium (OPBC) will consider alternative fiber paths and equipment configurations proposed by respondents. The Oak Park Broadband Consortium

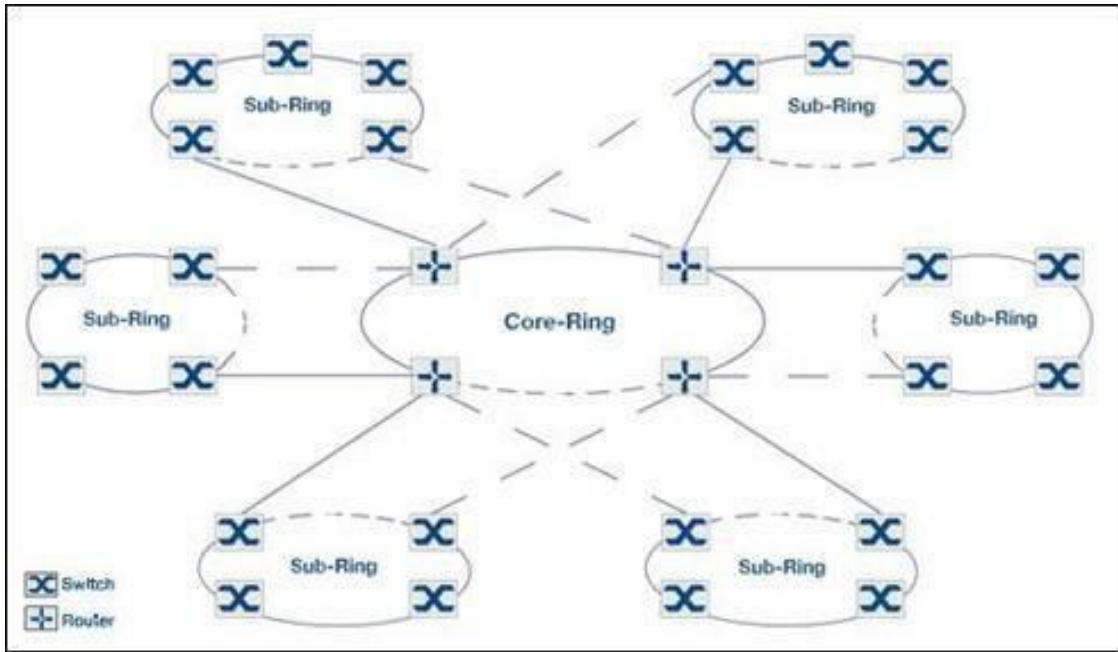
(OPBC) will select the solution that best meets the selection criteria with cost, as required by the E-rate program, being the most highly weighted factor.

B. Sample WAN Designs. The first two diagrams depict a wide area Carrier Ethernet Network diagram that incorporates resiliency of design. The sample design allows for failure of fiber paths or switches without compromising a portion of or the entire network fabric. This is due to the depicted ring topography.

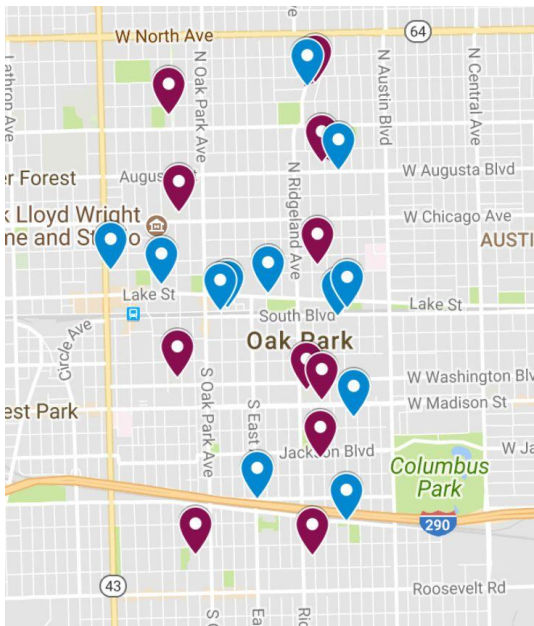
1. **Figure 1:**



2. **Figure 2:** Carrier Ethernet design with ringed topology (A router can be replaced by a layer 2/layer 3 switch):



3. **Figure 3:** OPBC location map:



Latitude and longitude data for each location is at the following link or in **Appendix F**:

https://www.google.com/maps/d/edit?mid=1_WfzzJ-6unid8-cbuAixDNsMYxCJ5AZI&ll=41.889681900352244%2C-87.8081906159668&z=13

Note that building diagrams for every building are located in Attachment A.

The Oak Park Broadband Consortium (OPBC), in accordance with E-rate guidelines, will not designate a preferred network design or state any preferred fiber construction routes. The following diagrams are samples of possible designs. The Oak Park Broadband Consortium (OPBC) will choose the service option and network solution that meets the criteria set in the **RFP Scoring Rubric in Section VII**.

Sample design – Modified Ring: This design puts a premium on resiliency while saving build mileage over a traditional hub and spoke network. Each subring allows for a single fiber cut or equipment failure at one location to be isolated to that location on the physical layer and many options to design around cuts or equipment failures at the virtual layer. Because Oak Park Broadband Consortium (OPBC) emphasizes network resiliency, this sample design highlights resiliency. In accordance with E-rate guidelines, Oak Park Broadband Consortium (OPBC) will choose the design that best meets the criteria outlined in the RFP scoring rubric with cost being the highest weighted factor.

VI. PROPOSAL REQUIREMENTS AND FORMAT

A. Proposal Submission and Deadlines. Oak Park Broadband Consortium (OPBC) will accept sealed proposals for the purchase of the OPBC WAN services. All vendors will be subject to the following terms:

Oak Park Broadband Consortium (OPBC) will accept RFP responses on behalf of this until 4:00 p.m., February 1, 2018. Proposals (containing six printed copies and a complete electronic copy on a flash drive or CD in Microsoft office or pdf format), signed, sealed, and must be completed on the enclosed forms and

returned to:

Oak Park Broadband Consortium WAN Proposal
Attention: Michael Arensdorff
Senior Director of Technology
Oak Park School District 97
260 Madison Street
Oak Park, IL 60302

Appendices: Note that Appendices B, C, and D must be completed, signed and included with the respondent's completed proposal.

Oak Park Broadband Consortium (OPBC) has set up a distribution email address for all questions regarding the meaning and/or intent of the attached specifications. The contact email address is technology@op97.org

B. RFP Timeline.

Date	Activity
December 15, 2017	Release of RFP.
December 21, 2018	Mandatory respondent Pre-response Meeting (10:00 AM to 12:00 PM) - Attendance through Zoom Web Conference or in person is required. Physical address is 260 Madison, Oak Park, IL 60302. Zoom URL is: https://iltpp.zoom.us/j/2506873394
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C. Proposal Contents.

1. **General Description.** Respondent will provide a description of their proposal for all services and solutions. The description will include an overview of the respondent's proposal, any deviations from the requested architecture, design or requirements, assumptions made, and any other detail Oak Park Broadband Consortium (OPBC) may find useful or necessary (or could differentiate the solution from a competing proposal).
2. **Optional Additional Services.** In addition to the required services, the proposal may include additional services, including but not limited to the following services:
 - Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with respondent provided services.
 - Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact respondent by defined method with a response based on trouble level. Upon contact from the Customer, the respondent support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
 - Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
 - Trouble Reporting, Escalation, and Resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to Oak Park Broadband Consortium (OPBC).
 - Measurement: respondent stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts respondent and identifies the problem. Credits for Outages of shortage will be identified.
 - Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
 - Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
 - Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Oak Park Broadband Consortium (OPBC) network.
3. **Construction Timeline.** For each proposal, respondents must include a construction roadmap timeline. For lit and dark fiber proposals with no special construction, preference is given to responses with a service start for all sites on August 1, 2018. For self-provisioned fiber construction proposals, use the E-rate approval date of July 15, 2018 as the construction start date and base the roadmap timeline off of that date. Include how the timeline changes per site given an earlier or later start date. Actual start date on a self-provisioned fiber construction project is dependent on the timing of the E-rate funding commitment decision letter, but should be on or before June 1, 2019.
4. **Demarcation.** All solutions whether lit fiber, leased dark fiber,

leased dark fiber (IRU) or self-provisioned fiber construction must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

Respondent's proposal must specify your expected demarc setup included in base fees, e.g. fiber shelf with set-top box CPE and Cat6a handoff.

5. **Network Diagram**. For each response, respondents must include a network diagram displaying the paths to be used to serve the specified site. For self-provisioned fiber responses, respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

6. **Special Construction and Non-recurring Cost**. Respondents providing lit fiber proposals which require an upfront payment may include a Special Construction cost or non-recurring cost. This upfront payment is considered **Special Construction** if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a **non-recurring cost** and must be entered into the pricing sheet (Attachment B) accordingly.

New fiber Special Construction charges for lit service, leased dark, leased dark fiber (IRU), or self-provisioned fiber projects as defined by the E-Rate Second Modernization order include construction, design, engineering and project management. The OPBC requests that the respondents consider allowing Oak Park Broadband Consortium (OPBC) to pay the non-discount share (share of Special Construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the four years from Funding Year 2018 to Funding Year 2021 inclusive. Responses must state whether they agree or disagree with this request.

The amount of Special Construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the Special Construction capital allocable to Oak Park Broadband Consortium (OPBC) service be specified.

7. **Required Notice to Proceed and Funding Availability.** Oak Park Broadband Consortium (OPBC) will follow requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive RFP process will be dependent on Oak Park Broadband Consortium (OPBC) 's' issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. Oak Park Broadband Consortium (OPBC) will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

All responding vendors must be a registered respondent with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.

8. **Resumes of principals** - Resumes of project leader and others involved in the project. Include their relevant experience in similar projects with similar size school districts and villages.
9. **E-rate Modernization Order Note.** Special construction and service eligibility for reimbursement have changed starting in funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184)([2nd Modernization Order](#)) for more information.

D. Proposal Instructions and Additional Contents. All proposals shall comply with the following:

1. Failure to submit a proposal for each OPTION will not eliminate the respondent from further consideration. However, if a respondent submits a proposal for a particular option, respondent shall submit a proposal on the entire option including all sites and associated SOW.
2. Any deviation from the specified RFP terms must be accompanied by complete explanation and written documentation in support of the explanation.
3. Equipment and Supplies Requirements:
 - a. All equipment and features in the proposal must be newly manufactured and warranted as new equipment. No previously installed or reconditioned equipment will be considered.
 - b. All equipment must be announced and available for general sale by the manufacturer on or before the proposal opening date. Product descriptions or other documentation listing features and capabilities are required for each item in the proposal. This documentation must accompany the proposal.
 - c. The proposal must specify the name, model number, type, and original manufacturer of any equipment identified in the proposal. A copy of technical manuals, product descriptions, and/or descriptive advertisements must accompany each line item on the RFP pricing form.
 - d. No proposal may include an expiration date on any RFP item other than stipulated herein.
 - e. Safety data sheets, as required by the U.S. Department of Labor, Occupational Safety and Health Administrator, shall be supplied in the proposal packet for all equipment, supplies, and items identified in the proposal, where applicable, and shall also be provided with each individual shipment of the same. Failure to deliver the safety data sheets shall be a material breach of the contract.
4. sub-Respondents:
 - a. Proposals must include a list of any companies that respondent may sub-contract with to provide the services in the proposal.

- b. The proposal must provide a description of the intended sub-Respondent and a statement of the work to be performed.

5. Respondent Background:

- a. The proposal must include three (3) current customer references who are using a WAN installed and monitored by that respondent. References must include company name, address, contact person and a daytime telephone number.
- b. The proposal shall detail respondent's experience and background in completing any large educational WAN projects.
- c. The proposal shall provide a company history and financial statement of the respondent.
- d. The respondent must have been in business for at least 5 continuous years; please detail.
- e. The proposal shall detail any current or past investigations of the respondent or the principal officers in said company by state or federal agencies or law enforcement agencies.

6. This WAN is eligible for E-Rate and will be applying for E-Rate on all services and items. The respondent's proposal must show that:

- a. Respondent is an E-Rate eligible provider.
- b. Respondent is in green light status with FCC.
- c. Respondent accepts payment based on the FCC E-Rate program and its rules and conditions.
- d. Respondent agrees to submit invoices with the E-Rate discount portion applied, leaving the discounted portion the amount due. The E-Rate SPIN (A Service Provider Identification Number is the unique number assigned by USAC) for all billing must be provided.

7. Respondent's submittal of its proposal shall constitute its agreement to comply with all E-rate rules related to the E-rate program as administered by USAC, and to remain in compliance, including the rules related to Lowest Corresponding Price. Respondent shall not charge Oak Park Broadband Consortium (OPBC) a price above the lowest corresponding price for supported services for similarly situated non-residential customers, unless the Federal Communications Commission, with respect to interstate

services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

8. **Price Certification.** Respondent must certify in writing in its proposal and in the contract that the prices, warranties, conditions, benefits and terms quoted are at least equal or more favorable to the Oak Park Broadband Consortium (OPBC) than the prices, warranties, conditions benefits and terms currently quoted by the provider to any customers for the same or substantially similar quantity and type of item(s) or services as described herein. This certification shall apply to prices, warranties, conditions, benefits and terms under contracts in effect between the provider and other customers at the date of submission of the proposal, except as provided herein.

Respondent must further certify that during the period between the proposal submission date and the completion of the term of the contract, should respondent offer prices, warranties, conditions, benefits and terms more favorable than those in respondent's proposal, or provide changed prices, warranties, conditions, benefits and terms more favorable than those in respondent's proposal, and under a contract in effect at the proposal submission date with any customer, for the same or substantially similar quantity and type of item(s) or services, then respondent shall immediately thereafter notify the Oak Park Broadband Consortium (OPBC). Regardless of whether such notice is sent by respondent or received by the Oak Park Broadband Consortium, the contract shall be deemed amended retroactively to the effective date of the more favorable prices, warranties, conditions, benefits and terms. The Oak Park Broadband Consortium (OPBC) shall have the right and option to decline any such amendment.

VII. PROPOSAL SCORING RUBRIC

**A. Leased Lit Fiber / Services Provided Over a Third Party Network
(Also Used for Final Comparison).**

% Weight	Criteria
35%	Cost of E-rate Eligible services and sites
10%	Cost of E-Rate Ineligible services and sites
25%	Completeness / Quality of Proposal
20%	Technical Expertise of Principals/Adherence to uptime, latency, packet loss, jitter, engineering standards in Service Level Agreement
10%	Prior experience in K-12 setting providing similar services or within a Village and or City providing similar services
100%	Total

*Cost of E-rate Eligible Services and Sites must always be the highest weighted

B. Leased Dark Fiber (IRU) / Self-Provisioned

% Weight	Criteria
35%	Cost of E-rate Eligible services and sites
10%	Cost of E-Rate Ineligible services and sites
25%	Completeness / Quality of Proposal
20%	Technical Expertise of Principals/Adherence to fiber repair standards and fiber attenuation standards in RFP.
10%	Prior experience in K-12 setting providing similar services

	or within a Village and or City providing similar
100%	Total

*Cost of E-rate Eligible Services and Sites must always be the highest weighted

C. Equipment, Installation, and Operations.

% Weight	Criteria
35%	Cost of E-rate Eligible services and sites
10%	Cost of E-Rate Ineligible services and sites
25%	Completeness / Quality of Proposal
20%	Technical Expertise of Principals/Adherence to E-rate guidelines on eligible equipment maintenance costs.
10%	Prior experience in K-12 setting providing similar services or within a Village and or City providing similar
100%	Total

*Cost of E-rate Eligible Services and Sites must always be the highest weighted

D. Analysis of Factors.

- 1. E-rate Eligible Circuit Cost.** This is the total cost of ownership that includes Special Construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, recurring circuit costs will include operate, maintain, ISP, and any other monthly service fees. E-rate Special Construction costs should be clearly indicated and separated from any other E-rate eligible NRC cost. All services offered must be eligible for E-rate Category 1 discounts. This category of scoring will ALWAYS be the single most-heavily weighted factor.

2. **Timing of Build.** All respondent respondents are advised to commit to an initial roadmap for rollout of their solution per circuit, based on the E-rate and Oak Park Broadband Consortium (OPBC) timeline. All circuits that include Special Construction, are expected to be provisioned prior to June 1, 2019. The roadmap should include all steps towards deployment and “go live” of all circuits within this RFP. Any risks or contingencies on the timing should be clearly highlighted in the response.
3. **Requirements.** Preference will be given to respondents who can provide the highest level of compliance to all requirements laid out in this document.
4. **Service Reliability.** Preference will be given to respondents that provide a favorable SLA for Oak Park Broadband Consortium (OPBC), and have a robust network architecture and documented history of service reliability.
5. **Fiber Optic Solutions.** Oak Park Broadband Consortium (OPBC) believes that that fiber optic solutions will provide maximum future scalability. Respondents are encouraged to outline how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.
6. **References.** Consideration will be given to respondents who are able to demonstrate a track record of successfully working with K-12 schools or similarly sized customers within the state to provide high-quality, affordable solutions, and exemplary ongoing service. respondent. Respondents should be able to provide access to up to 3 references as part of their response to the RFP (Appendix C). Respondents should also include resumes of principals working on this project as requested section VI. C.
7. **Risk for Oak Park Broadband Consortium (OPBC).** Oak Park Broadband Consortium (OPBC) seeks to minimize any potential risks related to construction and ownership of fiber infrastructure.

When evaluating solutions, Oak Park Broadband Consortium (OPBC) will award more points to lower risk solutions and fewer points to high risk solutions according to SLAs, maintenance, and construction proposals.

VIII. RIGHT TO ISSUE ADDENDA AND REJECT PROPOSALS

A. Right to Issue Addendum and Modify RFP Timeline. During the RFP period, and prior to the RFP due date, Oak Park Broadband Consortium (OPBC) has the right to issue an amendment to this RFP. Oak Park Broadband Consortium (OPBC) shall also have the right to adjust the RFP timeline and/or communicate with potential respondents with the understanding that this may be cardinal change in E-rate terms and therefore, if applicable, the minimum 28 day RFP window will be restarted.

If it becomes necessary to revise any part of this RFP, the Oak Park Broadband Consortium (OPBC) will issue an amendment to this RFP and shall post the amendment on the E-rate productivity center (EPC), and shall email to all interested respondents who registered with Oak Park Broadband Consortium (OPBC) and attended the mandatory RFP information session. Respondent shall submit "Addendum Acknowledgement Form", attached as **Appendix B**, with its proposal.

B. Right to Reject Proposals. Oak Park Broadband Consortium (OPBC) has the right to reject any and all proposals in its sole discretion. Any proposal that is deemed non-responsive, or does not meet the RFP requirements is subject to rejection. Grounds for rejection/disqualification of a proposal may include but are not limited to the following:

- Failure to provide quote/proposal for specified products/services.
- Failure to provide appropriate delivery requirements.
- Failure to adhere to general RFP conditions, specifications, instructions, or any other part of this RFP.
- Submission of RFP prices higher than state contract prices (all things being equal). If the respondent is a state contract awardee for identical products and services specified.
- Failure to gain the approval of the proposed contract by the Oak Park Elementary School District School Board

The OPBC Consortium (OPBC) reserves the right to accept or reject any proposal, at its sole discretion, and may accept a proposal that contains one or more deviations from the performance requirements or other terms of the RFP, informalities or defects, if it is in substantial compliance with the terms and intent of the RFP. However, any deviation also may be grounds to reject any proposal. Any changes proposed by the respondent to the terms and conditions contained in this RFP, or any other deviation from the RFP, including the attached General Contract Terms and Conditions (Appendix E), must be clearly marked and identified in the proposal response.

C. Award of Contract. Oak Park Broadband Consortium (OPBC) will review all proposals and, unless all proposals are rejected, award the contract to the respondent with the proposal that best meets the requirements of the scoring rubric identified in Section VII of the RFP, in the Oak Park Broadband Consortium (OPBC)'s sole discretion. The award of contract will be based upon the information provided by each respondent with its proposal. Upon such award, Oak Park Broadband Consortium (OPBC) shall forward its selection to the Board of Education of Oak Park School District No. 97 and the Oak Park Village Council Board. The contract and the final "award" of the successful proposal is contingent upon the approval by the Oak Park Village Council Board and the Board of Education of Oak Park Elementary District No. 97. If approved by the Board of Education of the Village Council Board, the successful respondent shall be known as the "Respondent" for as defined in the General Contract Terms and Conditions, and shall be bound to perform the Work in accordance with the Contract Documents as set forth in that agreement.

IX. BID BOND

In its sealed proposal, each respondent shall furnish its bid security consisting of a bid bond payable to the "Board of Education of Oak Park School District No. 97", duly executed by the respondent as principal, and a corporate surety authorized to do business in the State of Illinois and having a minimum equivalent of at least an A rating by Best Key Rating Guide.

X. LEGAL COMPLIANCE

A. Byrd Anti-Lobbying Amendment. Byrd Anti-Lobbying Amendment (31 USC 1352). Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will

not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, the successful respondent respondent(s) agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Submission of an RFP response is indication of the respondent's concurrence with this clause.

B. Clean Air Act and Federal Water Pollution Control Act. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EIL). When required, respondent respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

C. Contract Work Hours and Safety Standards Act. Where applicable, for all Oak Park Broadband Consortium (OPBC) contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, respondent agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, respondent respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Respondent Violation or Breach of Contract Terms. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Respondents violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Respondent default are included in the Contract Documents, attached as Appendix E, and incorporated into this RFP pursuant to Section X.E. Any contract award will be subject to such Contract Documents. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

E. Prevailing Wages. When required by State statute, respondent respondent agrees that, for all Oak Park Broadband Consortium (OPBC) prime construction contracts/purchases in excess of \$2,000, respondent respondent shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Act and its regulations:

- (1) the respondent and any sub-Respondent shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Respondent or sub-Respondent and the laborers and mechanics;
- (2) the respondent will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
- (3) there may be withheld from the respondent so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the respondent or its

sub-Respondent on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the refunded or sub-Respondents or their agents.

In the event that prevailing wages are not required by the Davis-Bacon Act, Respondent shall pay prevailing wages, where applicable, and shall make, keep, and file with the Oak Park Broadband Consortium (OPBC) certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

F. Copeland Act. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the respondent respondent is conditioned upon respondent's acceptance of the wage determination. respondent Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Respondents and sub-Respondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Respondent or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

G. Debarment and Suspension. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent respondent certifies that respondent it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded respondent(s) further agrees to immediately notify the

Oak Park Broadband Consortium (OPBC) with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

F. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded respondent(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded respondent(s) agrees that it shall comply with such provision.

G. Right to Inventions Made Under a Contract or Agreement. If Oak Park Broadband Consortium (OPBC)’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The successful respondent(s) agrees to comply with the above requirements when applicable.

H. Criminal Background Checks. Prior to commencing work under

required by the Contract Documents, the respondent shall submit all of its employees who will be present on School District property to a criminal background check pursuant to Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) and shall provide the results to the School District. Respondent shall replace any employee who has been convicted of any of the offenses identified in Section 10-21.9(c) of the School Code.

I. Compliance with Additional Applicable Laws, Regulations, Rules and Policies. During the entire term of the contract and any extensions thereto, respondent shall at all times observe and comply in every respect with all laws, rules, ordinances, regulations, and codes of the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract including, but not limited to the *Illinois Human Rights Act*, the *Illinois Criminal Code*, the Illinois Department of Labor and OSHA regulations on Bloodborne Pathogens, and laws and regulations governing the handling of hazardous and dangerous chemical products. Respondent shall also conform to and abide by the obligations of the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District and such other future policies, rules, and regulations as may reasonably be required by the Board of Education. Nothing herein, however, shall require the Respondent to comply with any Board policies, rules or regulations pertaining to employee benefits.

J. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. The awarded respondent(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of

such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in **Appendix D**.

XI. MISCELLANEOUS PROPOSAL CONSIDERATIONS

A. Submission Costs. Oak Park Broadband Consortium (OPBC) is not liable for any costs incurred by a respondent in preparing a proposal or responding to the RFP. This includes any or all sub-Respondent costs.

B. Tax Exempt Status. Oak Park Elementary School District No. 97 and the Village of Oak Park are exempt from Illinois Sales and Use Taxes, federal excise taxes, and enjoy all other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. The School District and Village are not exempt from all provisions of the SLD Universal Service Fund, or other FCC taxes and fees.

C. Proprietary Information. RFP Proposals will be held in confidence, and will not be revealed to or discussed with competitors, except as required by law or relevant state or federal grant programs. All other material submitted with the RFP proposals becomes the property of the Oak Park Broadband Consortium (OPBC), and its members, and may be returned only at the Oak Park Broadband Consortium (OPBC)'s option. RFP proposals submitted to the Oak Park Broadband Consortium (OPBC) may be reviewed and evaluated by any person other than competing providers at the discretion of the Oak Park Broadband Consortium (OPBC).

The Oak Park Broadband Consortium (OPBC) has the right to use any or all ideas presented in any RFP proposal. Selection or rejection of the RFP proposal does not affect this right. Any financial information disclosures that are considered of a proprietary and confidential nature by the provider may be returned upon written request.

XII. CONTRACTUAL OBLIGATION AND INSURANCE REQUIREMENTS

By submitting a proposal, respondent agrees to enter into a written contract with Oak Park Broadband Consortium (OPBC), containing the terms as set forth in the “General Contract Terms and Conditions”, attached as **Appendix E** to this RFP, and as modified through negotiations on the attached **Appendix G**.

A. Contract Documents. This RFP, including the General Contract Terms and Conditions, the selected respondent’s best and final proposal, the delivery and performance Service Level Agreements (SLAs), appendix, and all addenda will collectively comprise the Contract Documents.

B. Respondent’s Contract. Respondent’s proposal shall include a proposed contract for each service it will provide. The proposed contract(s) shall be attached as **Appendix G** and shall at least contain the terms and conditions as set forth in the “General Contract Terms and Conditions”, attached as **Appendix E**, unless respondent provides an explanation as to any modification or deviation. If the proposal is selected for award from this RFP, Respondent and the Oak Park Broadband Consortium (OPBC) will negotiate in good faith a final contract based on the successful proposal(s) and the respondent’s standard contract as submitted in this Appendix G and modified during contract negotiations. Respondent’s prices in its proposal(s) must remain at or less than original proposal for the period of the contract. Reduction in prices must remain consistent with general industry and area standards (lowest corresponding price as defined herein).

Such final contract is to specify the terms and conditions that will bind both parties to an agreement that complies with the service commitment particulars as requested by the Oak Park Broadband Consortium (OPBC) in this RFP and the specific details provided by the successful respondent in its proposal(s) to this RFP. In addition, the RFP and the respondent’s best and final proposal(s) will be made a part of the final contract by reference. Respondent agrees that the contracts will reflect the terms and conditions that are mutually agreed upon by the OPBC and the provider, including all insurance requirements such as workers compensation and public liability insurance.

C. Contract Execution. Respondent agrees to execute the written contract with Oak Park Broadband Consortium (OPBC) on or before the date which is

sixty (60) days after the award of this contract or the federal E-Rate deadline (which is expected to be late March, 2018), whichever comes first.

If the selected respondent fails or refuses to properly execute the General Contract Terms and Conditions, Oak Park Broadband Consortium (OPBC) may discontinue communications with the respondent, commence contract negotiations with any other respondent, or reject all RFP proposals.

D. Insurance Requirements. The respondent shall procure and maintain insurance coverage as set forth in the contract and provided in **Appendix E** for respondent's review.

Appendix A

NEW FIBER BUILD/SPECIAL CONSTRUCTION SPECIFICATIONS

The “Work” that the selected respondent, herein referred to as “Respondent”, is required to perform under the General Contract Terms and Conditions includes:

Project Management:

- Provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
- Provide engineer(s), certified on selected fiber system specifications and procedures, to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- Develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization (selected Respondent, its sub-Respondent(s), or Oak Park Broadband Consortium (OPBC)).

Material Management:

- Provide all material management to ensure that the project remains on track according to the project milestones.
- Develop in conjunction with selected Respondent plants and other suppliers a material management plan.

Property Restoration:

- Restore all cable routes which are plowed or bored to as near to original condition as possible.

Install Overhead and Underground Fiber Optic Cable:

- Bores will be a minimum of 3' deep with non-corrosive metal conduit under intersections and PVC or plastic conduit in all other areas. The Village of Oak Park has several other utilities present in the public right of way. Respondents should account for potential locate requirements in their proposals.
- Aerial installs will be on existing poles where possible Oak Park Broadband Consortium (OPBC) will apply for pole use permits and pay annual pole attachment fees directly to the pole owner, separate from this agreement.
- For buried installs, Respondent will procure and install Oak Park Broadband Consortium (OPBC) approved hand-holes and place marker/locator posts.
- Oak Park Broadband Consortium (OPBC) will provide entry/exit holes into buildings where they exist. Respondent should provide a quote for entry/exit holes/conduit construction where entry/exit holes do not exist.
- Oak Park Broadband Consortium (OPBC) will provide specific details of cable placement using aerial photography and CAD drawings.

Install and Splice Hardware at Head Ends and in the Field:

- Install optical hardware and splice field cable to equipment tail at head ends and splice tail to pre-stubbed hardware with SC pigtails.
- Prep closures, cables, fibers and splice fibers at all field locations.
- Fiber to fiber fusion splicing of optical fibers at each point including head ends.
- Individual splice loss will be ≤ 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

Total Project Splices: Respondent should supply estimate of number of splices.

Final Testing:

- In addition to splice loss testing, Respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
- Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with OTDR operating manual.

Documentation:

- Provide final documentation consisting of:
 - Route “As-Built” Maps/Diagrams
 - End-to-End Insertion Loss Data
 - OTDR Traces
 - Individual Splice Loss Data

Compliance with RFP Specifications:

- All splicing shall be by the fusion method.
- All splicing enclosures and Hand Holes shall be of a type to be determined by Oak Park Broadband Consortium (OPBC).
- All Hand Holes shall be Illinois DOT approved, 45,000 lb. load rated CDR or comparable enclosures.
- All road and driveway bores shall be at a depth of 36”. The Village of Oak Park has several other utilities present in the public right of way. Respondents should account for potential locate requirements in their proposals.

- All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath.
- Buried marker posts shall be placed every 1500'.
- A warning tape shall be placed 12" above the buried cable.
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition.
- All Illinois DOT encroachment permits, railroad encroachment permits, and National Park Service permits shall be submitted by Oak Park Broadband Consortium (OPBC) in accordance with the permitting agency requirements.
- Oak Park Broadband Consortium (OPBC) shall be responsible for the payment of any permitting fees.
- Respondent shall furnish an as-built drawing to Oak Park Broadband Consortium (OPBC).
- Respondent shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide Oak Park Broadband Consortium (OPBC) with the db loss of each fiber segment.
- Respondent shall be responsible for submitting the appropriate ULOCO locate requests.
- The Oak Park Broadband Consortium (OPBC) shall grant Respondent right of way permission for local government-owned properties and roadways solely to perform the Work required by the contract.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by Oak Park Broadband Consortium (OPBC) with an existing single mode fiber and terminated at OPBC rack.
- A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.

- Oak Park Broadband Consortium (OPBC) shall provide the Respondent with secured space to store materials and equipment if needed.

Right-of-Way Acquisition & Permitting:

- Respondent is responsible to ensure that all cable routes have approved access & rights-of-way for all proposed cables installations.
- OPBC will provide any information or points of contact to allow selected Respondent and its sub-Respondents to facilitate the route prep “Make-ready” and actual cable installation.
- Respondent is responsible for pulling all required construction permits. Respondent and its sub-Respondents will provide officials at Oak Park Broadband Consortium (OPBC) with any information necessary to pull these permits in a timely fashion.

Route Maps:

- Respondent is responsible for providing maps, drawings or aerial photographs of the route of installed cables and other hardware.

Termination and Splicing Locations:

- Respondent will in conjunction with selected Respondent designate/decide on all termination locations, whether in-building, outside plant or in customer premises. This will include all hand-hole or manhole locations
- OPBC will in conjunction with respondent designate/decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.

Cable and Hardware Approval:

- Oak Park Broadband Consortium (OPBC) will approve all cable and hardware prior to ordering or installation.
- Oak Park Broadband Consortium (OPBC) will approve all hand-hole or building entrance hardware prior to ordering or installation.

Material Delivery, Receipt & Storage:

- Respondent will provide warehouse or yard space to accommodate all materials that it will provide to perform its Work. Respondent will inspect, receive and issue any materials to provide accountability. This will reduce the overall cost to Oak Park Broadband Consortium (OPBC) with no added costs being placed into the proposal to cover the receipt and storage.

Final Inspection:

- Oak Park Broadband Consortium (OPBC) will designate a person(s) to perform a walk-through or inspection to witness all final testing or construction completeness required for substantial completion and any punchlist work. Oak Park Broadband Consortium (OPBC)'s representative will document performance to confirm OPBC's acceptance of any results. This person(s) will represent Oak Park Broadband Consortium (OPBC) during any and all acceptance testing. This does not relieve the Respondent from providing any documentation or warranties required by the contract.

Communications:

- Oak Park Broadband Consortium (OPBC) is responsible for all communications with residents or other interested third-parties concerning the proposed construction. Notification of any person(s) affected by this construction is the responsibility of Oak Park Broadband Consortium (OPBC). Respondent will work directly with any persons designated to handle project communications to facilitate awareness and reduce turmoil in Oak Park Broadband Consortium (OPBC). Respondent will provide consultation to Oak Park Broadband Consortium (OPBC) to assist in the development of a communications plan as required.

Appendix B

ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above
aforementioned RFP. This document will become part of the proposal
documents and will need to be submitted with the balance of proposal
documentation.

On behalf of _____, I hereby
confirm receipt of all addendums indicated below issued as part of the
Oak Park Broadband Consortium (OPBC) RFP:

_____ ADDENDUM #1

Date _____

Signature _____

_____ ADDENDUM #2

Date _____

Signature _____

_____ ADDENDUM #3

Date _____

Signature _____

Appendix C

FORM OF PROPOSAL and REFERENCES

RESPONDENT: _____

DATE: _____

To: Oak Park Broadband Consortium (OPBC)

OBPC WAN Proposal

We, the undersigned, herewith propose and agree to furnish to Oak Park Broadband Consortium (OPBC) any item or items at the net prices set opposite each item on the pricing sheets (Attachment B), provided by OPBC and attached to the proposal.

This proposal is subject to all the terms of the Contract Documents, as defined in the General Contract Terms and Conditions attached as Appendix E, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us, and to furnish such security as these specifications require.

We understand that the Oak Park Broadband Consortium (OPBC) reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any proposals.

The original of this form of proposal is being returned to the Oak Park Broadband Consortium (OPBC) containing our proposal. A copy was retained for our files.

The undersigned respondent certifies to having read all attachments and will offer to furnish services, supplies and/or materials as specified to Oak Park Broadband Consortium (OPBC) in exact accordance with these specifications and conditions at the prices stated on the attached pricing sheets (attachment B).

The following are references that may be contacted to support satisfactory performance of our company for the purchase of similar services or items contained on this proposal:

CURRENT REFERENCES:

Company Name _____

Contact Person _____

Phone / email _____

Services provided _____

Company Name _____
Contact Person _____
Phone / email _____
Services provided _____

Company Name _____
Contact Person _____
Phone / email _____
Services provided _____

IF RESPONDENT IS A CORPORATION OR LLC:

_____ Corporation Name	_____ Signed	_____ President
_____ P. O. Box/Street Address	_____ Type Name	
_____ City/State/Zip	_____ Signed	_____ Secretary
_____ Telephone		_____ Type Name
		_____ Fax
_____ Type Name and Title of Contact Person	_____ Signed	
_____ E-mail address	_____ Web Site	

IF RESPONDENT TRADES UNDER A FICTITIOUS NAME OR IS A PARTNERSHIP

_____ Trading Name	_____ Signed	
_____ P. O. Box/Street Address	_____ Type Name and Title	
_____ City/State/Zip	_____ E-mail address	
_____ Telephone		_____ Web Site
		_____ Fax

Appendix D
NON-COLLUSION AFFIDAVIT

Contract / RFP Number: 2018-OPBC-WAN

State of: _____

County of _____

I state that I am _____ (title) of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price (s) and the amount of this proposal.

I state that:

(1) The price (s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Respondent, respondent or potential respondent .

(2) Neither the prices (s) nor the amount of this proposal, and neither the approximate price (s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a respondent or potential respondent , and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by _____ (Name of public entity) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ (Name of public entity) of the true facts relating to the submission of RFP responses for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

(Notary Public)

My Commission Expires _____

Appendix E

GENERAL CONTRACT TERMS AND CONDITIONS

This Agreement (the Agreement@) is made as of [INSERT DATE], by and between the Oak Park Broadband Consortium (OPBC), an inter-governmental consortium comprised of the Board of Education of School District No. 97 and the Village of Oak Park, IL, and [INSERT FULL LEGAL NAME OF Respondent] (Respondent) and together with the Oak Park Broadband Consortium (OPBC), the “Parties”).

RECITALS

1. Oak Park Broadband Consortium (OPBC) issued a Request for Proposal (“RFP”) for delivery of wide area network services, and after reviewing proposals submitted in a competitive bidding procedure, selected Respondent’s proposal(s) as the successful proposal; and

2. Oak Park Broadband Consortium (OPBC) and Respondent desire to enter into this Agreement, pursuant to the requirements of the RFP, whereas Respondent shall perform certain services, work and other duties in strict accordance with the following terms and conditions, and, subject to the terms and conditions of this Agreement, the Owner shall pay for such performance of services, work, and other duties. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

I. Scope of Project. Respondent shall perform all work, services, as set forth in its proposal(s) (“Work”) in strict accordance with the “Contract Documents,” which consist of:

- A. All instructions, terms, conditions, specifications, and duties as set forth in this RFP, including but not limited to all appendix and these General Contract Terms and Conditions, and any other addenda;
- B. Respondent’s proposal(s);
- C. The delivery and performance any Service Level Agreements (SLAs).

II. Respondent's Performance. Respondent shall perform all Work utilizing the highest standards of workmanship and materials. Respondent shall maintain a sufficient staff to perform the Work in the most expeditious manner consistent with the interests of Oak Park Broadband Consortium (OPBC). Respondent shall promptly notify Oak Park Broadband Consortium (OPBC) immediately in writing: (i) of any information required from Oak Park Broadband Consortium (OPBC) and necessary for Respondent to complete its Work in a timely manner; and (ii) of any Work requested by Oak Park Broadband Consortium (OPBC) that is not included in the Contract Documents. Respondent shall be solely responsible for means and methods selected in performing the Work. Respondent shall supervise all Work so that it is performed in a safe and expeditious manner. Respondent shall be solely responsible for the Work of its employees and any sub-Respondents' and suppliers' employees. Respondent shall be solely responsible for developing, providing, administering, and supervising a safety program for all Work required in its proposal and pursuant to this contract.

III. Project Schedule. Respondent shall cause all Work required by the Contract Documents to be substantially completed by the dates identified in the Respondent's proposal and the Contract Documents ("Substantial Completion"). "Substantial Completion" means that the Oak Park Broadband Consortium (OPBC) can fully utilize the Work for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the Oak Park Broadband Consortium (OPBC); and that the only remaining Work is minor cosmetic work that does not interfere with the Oak Park Broadband Consortium's (OPBC) operations (the "Punch List Work"). The Respondent shall complete the Punch List Work within ten (10) days after the date of Substantial Completion. Time is of the essence under this Agreement.

IV. Differing Site Conditions. If Respondent uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Respondent shall immediately stop the Work and notify the Oak Park Broadband Consortium (OPBC) of the condition in writing. Oak Park Broadband Consortium (OPBC) shall then issue directions. The contract time and contract price shall be equitably adjusted if necessitated by such directions of the Oak Park Broadband Consortium (OPBC). However, prompt written notice by the

Respondent of the condition, followed by directions from the Oak Park Broadband Consortium (OPBC), shall be conditions precedent to such adjustments.

V. Respondent's Compensation. Oak Park Broadband Consortium (OPBC) shall pay Respondent for Work properly performed under this Agreement the following Contract Sum: [INSERT CONTRACT SUM BASED ON PROPOSAL(S)]

VI. Payments to the Respondent. On a monthly basis during the progression of the Work, Respondent shall by the fifth day of each month, or by such other day as the Oak Park Broadband Consortium (OPBC) may specify, submit monthly payment applications to the Oak Park Broadband Consortium (OPBC) reflecting on an itemized percentage basis of the Contract Sum the value of all Work completed in the previous month. Oak Park Broadband Consortium (OPBC), depending on the Federal E-rate program reimbursement method chosen, may pay properly submitted pay applications within thirty (30) days after receipt. Such payments shall be made as a percentage of the Contract Sum which is equal to the percentage of completion of the Work, less retention of ten percent (10%), which retention shall be held by Oak Park Broadband Consortium (OPBC) until final completion of the Work, including the completion of all Punch List Work. Each monthly pay application shall be accompanied by certified payroll in accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, *et seq.*, and with all lien waivers covering all lien rights, including lien rights related to the then-current pay period, and including all lien rights arising from payments previously made by Oak Park Broadband Consortium (OPBC). Oak Park Broadband Consortium (OPBC) may elect to receive from Respondent trailing lien waivers from Respondent's sub-Respondents.

VII. Defective Work and Guarantee. All Work shall be of high quality and free of defect. Respondent shall promptly correct any defective Work. Payment by Oak Park Broadband Consortium (OPBC) for any Work later determined to be defective shall not relieve Respondent of its obligation to correct defective Work. Respondent hereby warrants that all Work is and shall remain free from defect for one year following Substantial Completion, and upon notice by the Oak Park Broadband Consortium (OPBC), Respondent shall promptly correct such defects appearing within said one year period. This warranty is in addition to any

warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Oak Park Broadband Consortium (OPBC) may have against Respondent.

VIII. Termination.

1. **Termination By Oak Park Broadband Consortium (OPBC).** Oak Park Broadband Consortium (OPBC) may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Respondent. If this Agreement is terminated by Oak Park Broadband Consortium (OPBC) for cause, including but not limited to the Respondent's breach of any provision of this Agreement, Oak Park Broadband Consortium (OPBC) shall have no further obligation to make payments to Respondent for Work completed, and Respondent shall be liable to the Oak Park Broadband Consortium (OPBC) for any increase in cost incurred by the Oak Park Broadband Consortium (OPBC) in completing the Work. If this Agreement is terminated by Oak Park Broadband Consortium (OPBC) for convenience, Respondent shall be paid for Work properly completed prior to termination, and properly invoiced as required by this Agreement, but shall not be entitled to any other compensation from Oak Park Broadband Consortium (OPBC). Regardless of whether Oak Park Broadband Consortium (OPBC) exercises its right of termination, Respondent hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

2. **Termination for Non-Appropriation.** Oak Park Broadband Consortium (OPBC)'s obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, including Federal E-rate funds, the Oak Park Broadband Consortium (OPBC) shall have the right to terminate this Agreement. If OPBC terminates this Agreement as a result of non-appropriation of funds, the Respondent shall be paid only for the equipment, supplies and services properly rendered under the contract to the date of termination, and all leased equipment will be made available for pickup by the Respondent or its designee. The Respondent shall not be

reimbursed for any consequential damages, including loss of profit, loss of use of money, or any administrative, overhead or termination costs.

IX. Prevailing Wage Act. Respondent shall pay prevailing wages, and shall make, keep and file with the Oak Park Broadband Consortium (OPBC) certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and/or the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

X. Performance and Payment Bond. For any proposal(s), project, or Work constituting a "public work" as defined under the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*, and exceeding \$50,000.00, Respondent, as principal, shall furnish to the Oak Park Broadband Consortium (OPBC), as obligee, bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the RFP, Respondent's proposal, or as specifically required in the Contract Documents on the date of execution of the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*

If the Oak Park Broadband Consortium (OPBC) awards any subcontract to Respondent after the public bidding process, then within ten (10) days after award of said subcontracts to the Respondent, Respondent shall furnish a performance bond and a payment bond to the Oak Park Broadband Consortium (OPBC) as obligee with a penal sum equal to the aggregate amount of all sub-Respondents' successful RFP responses

The surety for the performance and payment bonds shall be rated not less than A / VI by Best's Insurance Guide Key.

Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose,

such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable.

XI. Indemnification. Respondent shall indemnify, defend, and hold harmless Oak Park Broadband Consortium (OPBC), its individual members, the Board of Education of School District No. 97 and the Village of Oak Park, their boards of trustees collectively, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys from all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Respondent, its employees, or its sub-Respondents, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Respondent. The obligations contained in this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Respondent or a sub-Respondent under the Workers' Compensation Act, or under other workers compensation laws, disability benefit acts, or other employee benefit acts.

XII. Insurance. Respondent shall procure and maintain insurance coverage sufficient to comply with the following requirements:

1. Certificate of Insurance. Respondent shall furnish an original Certificate of Insurance as evidence of required coverage to the appropriate Oak Park Broadband Consortium (OPBC) representatives before Respondent performs any Work. A person authorized by the insurer to bind coverage shall sign the Certificate. The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend, or reduce coverage. The Certificate shall, by endorsement, name Oak Park Elementary School District No. 97 and the Village of Oak Park as Additional Insureds for all coverages except workers' compensation. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

2. Required Limits of Coverage. The minimum limits of liability should be:

- **Commercial General Liability**
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury

- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expenses
- **Auto Liability Coverage:**
 - The minimum limits of liability should be:
 - A Combined Single Limit: \$1,500,000 per occurrence
 - Auto coverage should include: Any Auto, including Hired and Non-Owned.
 - Excess umbrella/liability coverage may be used to reach the total recommended limits.
- **Professional Liability Coverage:**
 - Minimum limits of liability should be:
 - \$2,000,000 per Wrongful Act or Occurrence
 - \$2,000,000 Annual Aggregate
- **Umbrella Liability Coverage:**
 - An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirement for each coverage. Oak Park Elementary School District No. 97 and the Village of Oak Park as Additional Insureds should be listed as an Additional Insured.
- **Workers' Compensation and Employer's Liability Coverage:**
 - Workers' Compensation limits are to be statutory per applicable state and federal laws.
 - Employer's Liability Coverage with Minimum Limits of:
 - Bodily Injury by Accident: \$500,000 each accident
 - Bodily Injury by Disease: \$500,000 each employee
 - Bodily Injury by Disease: \$500,000 policy limit

XIII. E-Rate Requirements.

1. This Agreement, and any other contracts or subcontracts subject to or relating to this Agreement RFP is contingent upon Oak Park Broadband Consortium (OPBC)'s receipt of E-Rate funding. OPBC WAN; BEN - 17016263; Form 470:180009632

2. Respondent shall submit invoices with the E-Rate discount portion applied, leaving the discounted portion the amount due. If the Funding Commitment Decision Letter (FCDL) is delayed, Oak Park Broadband Consortium (OPBC) will owe Respondent only the discounted portion.

3. Respondent must provide timely data to the Oak Park Broadband Consortium (OPBC) to assist any E-Rate application that Oak Park Broadband Consortium (OPBC) submits for work, services, equipment or materials relating to this Agreement.

4. Respondent must at all times abide by and comply with all applicable E-rate rules and regulations. All services and equipment provided by Respondent must be eligible for E-Rate Category 1 discounts.

XIV. Miscellaneous Terms.

1. **News Releases.** Respondent shall not issue any press or news release relating to any project or the Work without prior Oak Park Broadband Consortium (OPBC) approval, and then only in coordination with the OPBC.

2. **Deliveries and Shipping.** All deliveries and interior installations shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. No weekend or holidays are acceptable without prior approval. Summer hours may be different than normal hours and Respondent shall contact Oak Park Broadband Consortium (OPBC) for deliveries outside of regular hours. Respondent will be required to assume responsibility for inside delivery to the entity where the equipment will be installed. Respondent shall also be responsible for all of its shipping and installation expenses of the bidding company.

3. **Assignment.** Respondent agrees that it will not assign any duties, obligations, responsibilities, or rights under this Agreement, unless Oak Park Broadband Consortium (OPBC) authorizes such assignment in writing.

4. **Order of Precedence.** In the event that any dispute arises in interpretation of the Contract Documents, the language of this Agreement (including the exhibits attached hereto) shall be the first point of reference; the Respondent's proposal, the second point of reference; and the RFP, the third point of reference.

5. **Ownership of Personal Property.** All of Respondent's personal property and equipment that Respondent uses to provide the Work under this Agreement shall remain the property of and shall be owned by the Respondent at all times, and shall remain at the risk of and be fully insured by the Respondent at all times.

6. **Price Certification.** By executing this Agreement, Respondent certifies that the prices, warranties, conditions, benefits and terms in its proposal are at least equal or more favorable to the Oak Park Broadband Consortium (OPBC) than the prices, warranties, conditions benefits and terms currently quoted by the provider to any customers for the same or substantially similar quantity and type of item(s) or services as described herein. This certification shall apply to prices, warranties, conditions, benefits and terms under contracts in effect between the provider and other customers at the date of submission of the proposal, except as provided herein.

Respondent further certifies that during the period between the proposal submission date and the completion of the term of the contract, should the provider offer prices, warranties, conditions, benefits and terms more favorable than those in Respondent's proposal, or provide changed prices, warranties, conditions, benefits and terms more favorable than those in Respondent's proposal, and under a contract in effect at the proposal submission date with any customer, for the same or substantially similar quantity and type of item(s) or services, then Respondent shall immediately thereafter notify the Oak Park Broadband Consortium (OPBC). Regardless of whether such notice is sent by Respondent or received by the Oak Park Broadband Consortium this Agreement shall be deemed amended retroactively to the effective date of the more favorable prices, warranties, conditions, benefits and terms. The Oak Park Broadband Consortium (OPBC) shall have the right and option to decline any such amendment.

7. Oak Park Broadband Consortium (OPBC) Rights for Missed Deadline. Respondent shall create and adhere to a strict timeline for the delivery of all Work required by this Agreement, including but not limited to the service to each Oak Park Broadband Consortium (OPBC) location. If Respondent fails to deliver the service to a designated OPBC) location by an agreed upon delivery date as set forth in the Respondent's proposal, the Provider shall be liable for and will pay the difference between Oak Park Broadband Consortium (OPBC) procured substitute service and the Provider's quoted price for service. The Oak Park Broadband Consortium (OPBC) has the right to procure the substitute service at its discretion provided the substitute service is the same bandwidth and has similar contention, packet loss, jitter and uptime standards as the Respondent's proposed service. Respondent hereby authorizes the inspection, review and copying of (and shall deliver to Oak Park Broadband Consortium (OPBC) copies of) all contracts and documents that pertain or relate to the performance of this paragraph of this Agreement. The Respondent shall be obligated to keep the contracts and documents referred to in the preceding sentence during the effective period(s) of this Agreement and for a period of three years after the final payment of this Agreement.

APPENDIX F: PARTICIPANT SITE LIST

Schools

Name	Address	Type of Location/ Enrollment	Coordinates in Latitude, Longitude Order
William Beye Elementary School	230 N. Cuyler, Oak Park, IL 60302	School/ 369 students	41.890981, -87.782666
William Hatch School	1000 N. Ridgeland Ave., Oak Park, IL 60302	School/ 355 students	41.905279, -87.782951
Oliver Wendell Holmes School	508 N. Kenilworth, Oak Park, IL 60302	School/ 584 students	41.895103, -87.797485
Washington Irving School	1125 S. Cuyler Ave., Oak Park, IL 60304	School/ 493 students	41.868140, -87.78325
Abraham Lincoln School	1111 S. Grove, Oak Park, IL 60304	School/ 687 students	41.868168, -87.79569
Henry Wadsworth Longfellow School	715 S Highland Ave., Oak Park, IL 60304	School/ 714 students	41.875788, -87.782366
Horace Mann School	921 N. Kenilworth Ave., Oak Park, IL 60302	School/ 485 students	41.902716, -87.798513
John Greenleaf Whitter School	715 N. Harvey, Oak Park, IL 60302	School/ 424 students	41.898997, -87.782228
Gwendolyn Brooks Middle School	325 S. Kenilworth Avenue, Oak Park, IL 60302	School/ 1016 students	41.882112, -87.79759
Percy Julian Middle	416 S. Ridgeland	School/ 1016 students	41.881113, -87.783893

School	Avenue, Oak Park, IL 60302		
District 97 Administration Building	260 Madison St., Oak Park, IL 60302	Administration	41.880290, -87.782249
District 97 Warehouse Building	541 W. Madison St. Oak Park, IL 60302	Administration	41.878827, -87.804303

Village Locations

Name	Address	Type of Location
Village of Oak Park - Village Hall	123 Madison St. Oak Park, IL 60302	Village
Village of Oak Park-Fire Station-Main	100 N Euclid Ave, Oak Park, IL 60301	Village
Village of Oak Park - Public Works	201 South Blvd., Oak Park, IL 60302	Village
Village of Oak Park-Fire Station-North	212 Augusta Street, Oak Park, IL 60302	Village
Village of Oak Park-Fire Station-South	900 South East Street, Oak Park, IL 60304	Village
Village of Oak Park-Central Pump Station	102 North Lombard Avenue, Oak Park, IL 60302	Village
Village of Oak Park-North Pump Station	1010 North Ridgeland Avenue, Oak Park, IL 60302	Village
Village of Oak Park-South Pump Station	207 Garfield Street, Oak Park, IL 60304	Village

Village of Oak Park-Holly Court Garage	1125 Ontario Street, Oak Park, IL 60302	Village
Village of Oak Park-Avenue Garage	720 North Blvd., Oak Park, IL 60301	Village
Village of Oak Park-Lake and Forest Garage	938 Lake Street, Oak Park, IL 60301	Village
Village of Oak Park-OPRF High School Garage	137 North Scoville Ave., Oak Park, IL 60302	Village