

Fiber Infrastructure RFP

Request for Proposals and Response Document

Company Response for: Western Utility LLC

November 7, 2018

PLEASE NOTE: MANDATORY REGISTRATION FORM, Page 55
THIS IS A REQUIRED REGISTRATION FOR ALL WHO INTEND TO SUBMIT PROPOSALS
REGISTRATION DEADLINE – NOVEMBER 14, 2018

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I. INVITATION TO BID

Dear Vendor:

The Village of Oak Park ("Village") and Oak Park Elementary School District 97 ("School District") invite you to submit a proposal for:

Village of Oak Park Fiber Optic Network

The enclosed proposal form(s) **must** be used in submitting the vendor's proposal. The Village and the School District shall collectively review all proposals, but the Village shall lead the RFP process and shall serve as the contact for all interested vendors. Proposals must be addressed as follows:

**Village of Oak Park
Finance Department
Fiber Optic Network
123 Madison, Oak Park, Illinois 60302**

Sealed proposals will be received until - **1:00 P.M. CDT, Friday, December 14, 2018** at which time they will be publicly opened and read.

The "Intent to Submit Proposal" registration form must be submitted to the Village of Oak Park by November 14th, 2018. The Village will not distribute updates or amendments to vendors who do not submit this registration. Vendor's failure to submit the "Intent to Submit Proposal" shall be at the vendor's own peril and may result in a non-responsive proposal due to failure to include all required information.

The required successful vendor's Certification forms must be completed and returned with the proposal.

All questions must be submitted in writing via email to fiberproject@oak-park.us

The Village may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish to the Village all such information for this purpose as the Village may request. The Village reserves the right to reject any or all proposals if the evidence submitted by, or investigation of, such vendor(s) fails to satisfy the Village that the vendor is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. The Village shall have the right to award a vendor all or part of its proposal, including awarding a vendor a contract to perform work only for the Village or only for the School District. The Village further reserves the right to waive any minor irregularities or minor defects in the proposal, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the proposal, which is in the best interest of the Village. Conditional proposals will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a proposal without any

specification of reason for the rejection. Any request for information shall be made to Alvin Nepomuceno, Information Technology Director, by Email, but the response may not be used as a condition to any proposal being submitted.

Sincerely,

Mr. Alvin Nepomuceno
Information Technology Director

II. PUBLIC NOTICE

NOTICE TO VENDORS

The Village of Oak Park is accepting proposals for:

Fiber Optic Network

Sealed proposals will be accepted until 1:00 P.M. CDT, Friday, December 14th, 2018 at the Oak Park Village Hall, at which time they will be publicly opened and read in the Board Room

Proposal specifications will be available on Wednesday, November 7th, 2018, after 2:00PM. RFP specifications will be available through our website at www.oak-park.us

To obtain RFP specifications please follow these instructions:

- Go to: <http://www.oak-park.us/bid>
- Download the RFP in PDF format
- Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> and complete
- Submit with your response.

Direct any questions to Alvin Nepomuceno, Information Technology Director, at fiberproject@oak-park.us

III. PROPOSED PROJECT TIMELINE

Oak Park Fiber Optic Network Project

TIMELINE

ACTION	DATE	TIME	LOCATION
PUBLICATION OF PUBLIC NOTICE	11/7/2018		
SPECIFICATIONS RELEASED	11/7/2018	2:00PM	
PRE-PROPOSAL VENDOR MEETING	11/14/2018	10:00AM	Village Hall
QUESTIONS DUE DATE	11/21/2018	4:00PM	123 Madison, Oak Park, IL
ANSWERS POSTED BY	11/26/2018	4:00PM	Room 101
PROPOSALS DUE AND PUBLIC OPENING	12/14/2018	1:00PM	Village website
PROPOSAL EVALUATION	12/14- 12/31/2018		
BOARDS APPROVAL	2/2019		
PROJECT START-KICK OFF MEETING	TBD		
PROJECT COMPLETION	TBD		

IV. INSTRUCTIONS TO VENDORS

1. GENERAL

- a. Vendor's proposal shall be hardcopy, signed and submitted in an envelope properly marked with the title of the proposal, and date and time of opening. Unsigned proposals will be rejected. **Note, this document is your response.**
- b. Seal and deliver proposal to the Village of Oak Park Finance Department on or before the time scheduled for the opening. Late proposals will not be opened nor considered.
- c. All proposals shall be made using the forms and response areas included in this RFP document.
- d. The Village and the School District are not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the proposal specification and installation as called for in the RFP specifications.
- f. Correspondence shall be addressed to the Village's Information Technology Director Alvin Nepomuceno.
- g. Proposals are available for inspection in the Administration office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted proposals will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of vendors is directed to the policy that no claim for relief because of errors or omissions in the proposal will be considered, and vendors will be held strictly to the proposals as submitted. Should a vendor find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, vendor shall advise the purchasing official first orally, followed by written correspondence (facsimile, email, or letter) specifying the claimed problems which must be received during regular working hours at least 10 days before the date set for proposal opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective vendors by means of addenda.

3. FIRM PROPOSAL

All proposals will be firm for a period of sixty (60) days from the date established for the opening of proposals.

4. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, or telegram, or fax received by the Village or in person prior to the time and date established for the opening of proposals.

5. INVESTIGATION OF VENDORS

- a. The Village will make such investigation as is necessary to determine the ability of the vendor to fulfill RFP requirements. The vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies like those included in the proposal.
- b. The Village reserves the right to reject any proposal if it is determined that the vendor is not properly qualified to carry out the obligations of the contract. The Village reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is in the best interest of the institution. Any such decision shall be considered final.

6. VENDOR APPLICATION AND W-9 FORM

The Village of Oak Park requires that a current W-9 form be included with your proposal. This form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Submit the first page of the form with a signature attached to this document with your response.

7. PREVAILING WAGES

This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. It shall be mandatory upon the vendor(s) to whom the contract is awarded, and upon any subcontractor thereof, to comply with the Act including but not limited to, all wage requirements and notice and record keeping duties, and to pay all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Vendors are required to increase wages as necessary during the term of this contract to keep current with prevailing wage rates. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. No changes will be allowed in the amount of this contract as additional compensation for such changes.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these proposal forms shall be construed as acceptance of all provisions

contained herein.

9. CONTRACTS

The successful vendor will be required to enter an Independent Contractor Agreement which shall include the terms and conditions of this RFP in substantially the form attached as Attachment 7 with both the Village of Oak Park and Oak Park Elementary School District 97, or with each entity individually depending on the Village and School District's acceptance of the proposal(s).

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the applicable contract the vendor agrees as follows:

- a. The vendor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775ILCS 5/1-10 *et. seq.*, hereinafter "unlawful discrimination". The vendor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the successful vendor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION TIMELINE

Upon selection, the vendor must establish a project timeline and project key project milestones required to meet project commitments. The milestones addressed must include:

1. Project implementation start date
2. Project completion date
3. Key components and projected delivery schedule for those components
4. Key implementation milestones and completion projections for those milestones.
5. Key software and integration test point dates

12. EVALUATIONS OF PROPOSALS

The Village reserves the right to reject any and all proposals, to waive any technicalities in the proposal process and to award each item to a different vendor or all items to a single vendor unless otherwise noted on proposal request, and to determine whether in the opinion of the Village Board: (1) an early delivery date is entitled to more consideration than price,

(2) an earlier delivery date is to be disregarded because of the reputation of the vendor for not meeting delivery dates, (3) a vendor has not submitted a responsible proposal and should be disregarded. The Village shall have the right to award a vendor all or part of its proposal, including awarding a vendor a contract to perform work only for the Village or only for the School District. The Village Board of Trustees and/or the School District's Board of Education will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each vendor shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of proposals, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each vendor shall be held to represent that the vendor has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND REQUIREMENTS

Within ten days of the date of the Notice of Award, the successful vendor shall enter a formal contract with the Village and/or the School District in substantially the form attached as Attachment 7 and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The successful vendor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the successful vendor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the successful vendor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Village Board, and shall indemnify the Village Board from any liability or loss resulting to the Village Board from any failure of the successful vendor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. PROPOSAL SECURITY

A Bid Bond is not required for this project.

V. SCOPE OF WORK AND PROJECT PRICING

Executive Summary

The Village of Oak Park ("Village") is a densely populated Chicago Metro suburb located approximately 8.5 miles west from the Chicago city center. The Village of Oak Park is a full service municipality with 12 operating departments. The Village has approximately 380 employees and 12 sites.

The Oak Park School District 97 ("District") has 8 Elementary Schools, 2 Middle Schools, Administration Building and Warehouse Building. There are approximately 6,100 students and 550 teachers in the School District.

The Village of Oak Park and Oak Park School District 97 seek proposals to implement an all underground single mode fiber optic infrastructure to serve the each organization's community anchor facilities. The only exception to an all-underground network is the planned use of existing IDOT bridge and walkway structures to cross I-290 to reach facilities south of the Eisenhower Expressway.

The project seeks to provision discrete fiber networks to serve each entity with the ability to use common fiber path and duct between clustered anchor sites to minimize construction costs.

4-cell microduct (Duraline Futurepath) or similar pathway will provide discrete connectivity for each constituent and facilitate additional fiber bundle overpull to support future cellular or telecom connectivity requirements. Only microduct for the assigned network fiber path will be routed into each constituent member anchor site. A 144 strand single mode fiber cable will serve the Village of Oak Park anchor sites and a separate 144 strand single mode fiber cable will serve Oak Park School District 97 facilities.

All work must comply with all NEC, EIA/TIA, NFPA, OSHA, State of Illinois and Federal Codes and Regulations.

Architecture

The fiber optic network for Village of Oak Park and for Oak Park School District 97 will be based on a physical ring architecture. Laterals and building entrance cabling will not require path diversity for each facility but path diversity is required for all backbone segments of the ring.

The Village and School District reserve the right to modify routes after receiving proposals. The goal of construction should be to include all sites in a resilient ring/subring WAN design; minimize construction costs; and to construct the network to be commercially viable in order to market excess strands and conduit to interested commercial providers.

Design

The Village of Oak Park and Oak Park School District 97 fiber map (page 16) identifies the primary anchors sites to be served with the fiber system.

For the design component of this project, the selected firm will verify continuity for an underground fiber path to serve all locations and to avoid obstacles and obstructions. The design phase of this project shall validate the proposed route and identify right-of-way (ROW) required to complete each fiber segment. The design phase will also require site surveys to determine status and any potential issues with proposed anchor sites. The proposed locations for hand holes and aggregation points for expansion of the network will be validated during the design.

Engineer

From the approved fiber design documents, the vendor will generate construction ready documentation providing running line detail, identifying key obstructions and potential issues and providing construction level detail required for permitting.

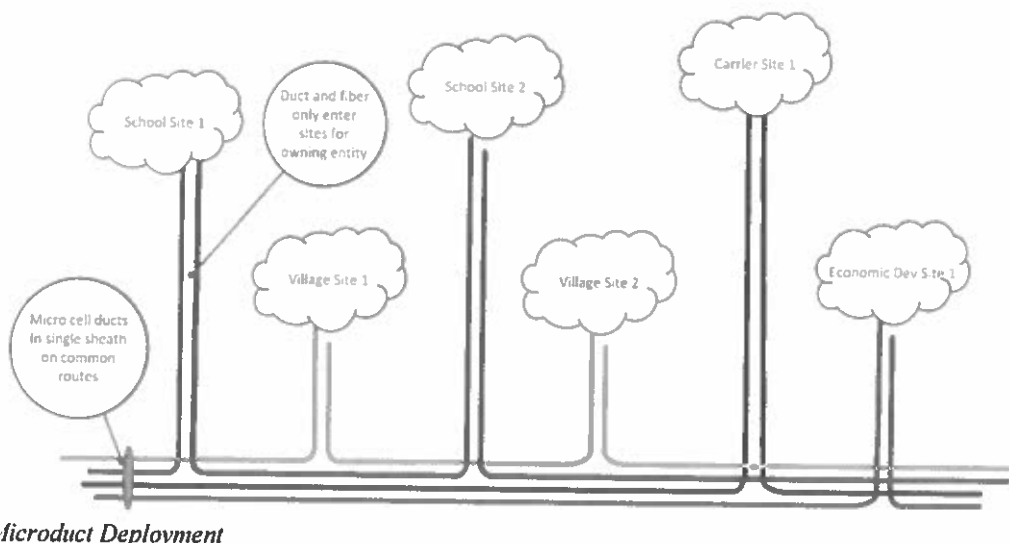
Permit

The vendor will generate construction permit applications for fiber cable running line and crossings of state, county, regional and local entities owning and/or controlling the ROW required for continuity. Vendor shall create permit package for each entity and identify and document any permit fees required by each entity for processing or licensing of ROW. Village of Oak Park will process payment for fees required to obtain ROW access.

Construct

The vendor shall construct fiber segments linking the identified sites.

Fiber construction will provide 144 strand ITU G.652 D compliant single mode fiber (AFL LM200 Series Cable or similar) for each fiber segment for Village of Oak Park and Oak Park School District 97. 4-cell microduct is required for construction of all new fiber paths. Microduct technology will provide discrete fiber pathway for each consortium member and facilitate future overpull of additional fiber bundles to support cellular, telecom or other data application. Conduit couplers should be tested and guaranteed to insure their structural integrity for the life of the Fiber. The fiber cable casing for each entity will be of a different color, preferably other than black, and will be tagged by identifying entity it serves (such as "Village of Oak Park Glass Cable", "School District D97 Glass Cable").



Microduct Deployment

Tracer wire capability is required with all fiber segments. Terminal access for tracer wire is required at each vault, hand hole and anchor site. Use of microduct with embedded tracer wire is desired.

Fiber Termination

Fiber terminations will be made using dual LC standard polish optical connectors at each location. Selected Vendor will provide rack mounted patch panels at the each of hub site and anchor site location. Planned fiber overlay for the Village of Oak Park and for Oak Park School District 97 is attached as Appendix B.

Hub sites will require a fiber termination build-out capacity of no less than 144 connectors. Site with 24 to 28 terminations will require a fiber termination panel with a build out capacity of no less than 48 connectors. Minimum fiber termination panel build out size should be no less than 24 connectors for sites with 4 to 8 terminations. Planned fiber overlay and termination estimates for the Village of Oak Park and for School District 97 are attached as Appendix B and "Fiber Terminations", page 21, below.

Test and Document

Full test documentation is required for all fiber installed. Final test data must be provided for all un-terminated, terminated and/or connectorized fiber segments when spliced into final (project complete) configuration. Final construction as-builts must be provided for all fiber paths to include:

- Location – GPS referencing on GIS mapping system required.
- Depth – Mapping must include spot references. Electronic tabulation for directional boring activity preferred.
- Map annotation on other critical infrastructure such as water, sewer and utilities, identified during construction should be included in final as-builts.

Primary Fiber Network Description, Details, and Pricing

The following table lists the 24 primary Oak Park anchor facility locations addressed by this RFP. 12 sites are anchor facilities for the Village of Oak Park, and 12 locations are anchor facilities for Oak Park School District 97.

Village of Oak Park Anchor Sites

Village of Oak Park - Village Hall	123 Madison St. Oak Park, IL 60302
Village of Oak Park-Fire Station-Main	100 N Euclid Ave, Oak Park, IL 60301
Village of Oak Park - Public Works	201 South Blvd., Oak Park, IL 60302
Village of Oak Park-Fire Station-North	212 Augusta St., Oak Park, IL 60302
Village of Oak Park-Fire Station-South	900 S East St., Oak Park, IL 60304
Village of Oak Park-Central Pump Station	102 N Lombard Ave., Oak Park, IL 60302
Village of Oak Park-North Pump Station	1010 N Ridgeland Ave., Oak Park, IL 60302
Village of Oak Park-South Pump Station	207 Garfield St., Oak Park, IL 60304
Village of Oak Park-Holly Court Garage	1125 Ontario St., Oak Park, IL 60302
Village of Oak Park-Avenue Garage	720 North Blvd., Oak Park, IL 60301
Village of Oak Park-Lake and Forest Garage	938 Lake St., Oak Park, IL 60301
Village of Oak Park-OPRF High School Garage	137 N Scoville Ave., Oak Park, IL 60302

Oak Park School District 97 Anchor Sites

William Beye Elementary School	230 N Cuyler, Oak Park, IL 60302
William Hatch School	1000 N Ridgeland Ave., Oak Park, IL 60302
Oliver Wendell Holmes School	508 N Kenilworth, Oak Park, IL 60302
Washington Irving School	1125 S Cuyler Ave., Oak Park, IL 60304
Abraham Lincoln School	1111 S Grove, Oak Park, IL 60304
Henry Wadsworth Longfellow School	715 S Highland Ave., Oak Park, IL 60304
Horace Mann School	921 N Kenilworth Ave., Oak Park, IL 60302
John Greenleaf Whittier School	715 N Harvey, Oak Park, IL 60302
Gwendolyn Brooks Middle School	325 S Kenilworth Ave., Oak Park, IL 60302
Percy Julian Middle School	416 S Ridgeland Ave., Oak Park, IL 60302
District 97 Administration Building	260 Madison St., Oak Park, IL 60302
District 97 Warehouse	541 Madison St. Oak Park, IL 60302

The map below identifies the location of the primary sites to be included for fiber connectivity in response to this RFP.

The map indicates the estimated route for the fiber installation. The selected vendor will validate the fiber route and finalize path selection during the design phase of this project. **The map will be distributed as a separate document to all registered vendors.**

Street Reconstruction

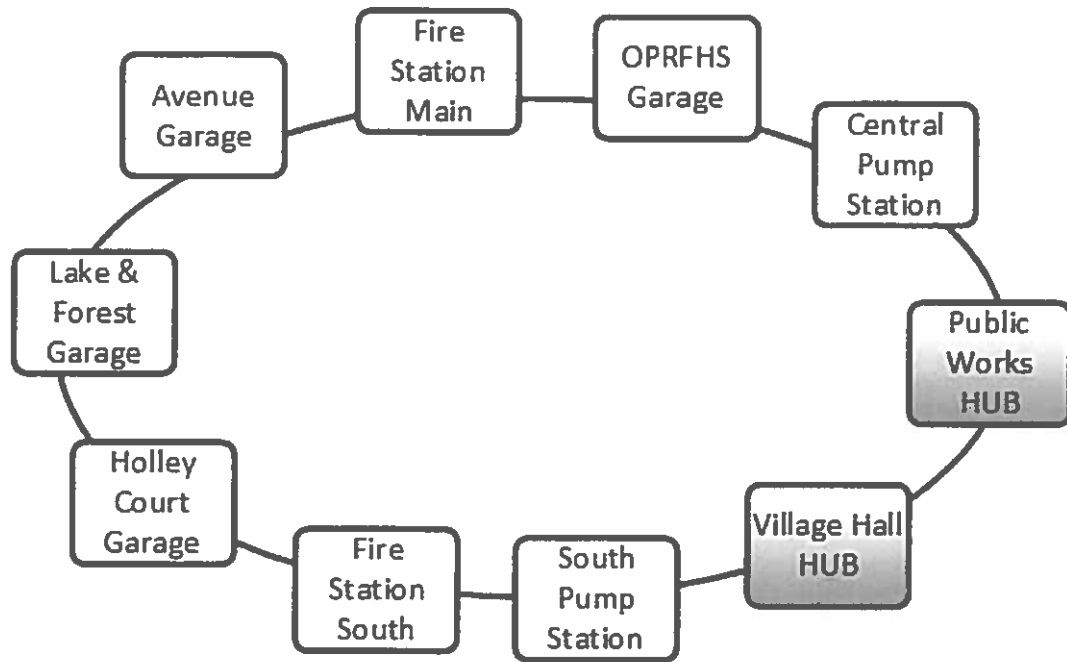
Lake Street, between Maple and Oak Park (delineated in red on fiber path map above), is scheduled for reconstruction during the summer months of 2019. 4-cell microduct will be placed under that road reconstruction contract to interface with new infrastructure constructed under this RFP. Selected vendor will complete interface between reconstruction project and fiber project, install fiber cable and complete termination and testing of final fiber configuration following provisioning of microduct provided by others, if not already completed and available at time of fiber project implementation. Lake Forest Garage lateral installation schedule may also be impacted by the road reconstruction on Lake Street.

Anchor Site Entrances

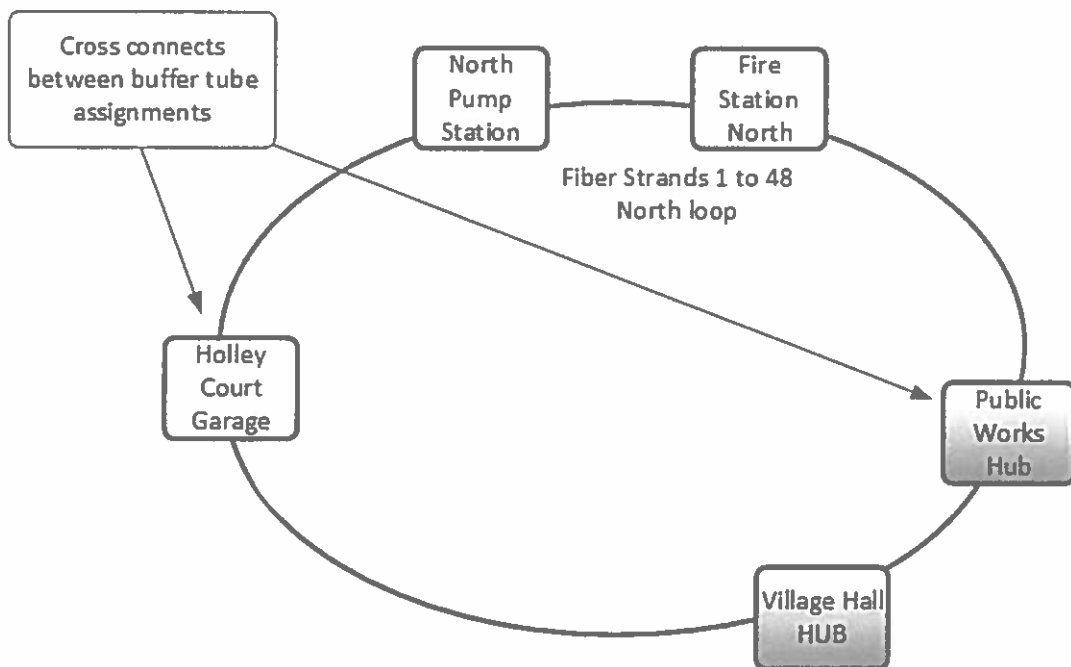
If existing building entrances are unusable, new building entrances shall be established for all hub and anchor sites for both Village of Oak Park and School District 97 facilities. The fiber lateral feeding each building originate from a hand hole placed on the backbone fiber ring, at, or near the identified access point at the facility. A fiber splice case will be placed at each hand hole and only the fiber strands/buffer tubes identified for termination in that building or facility will be spliced into the lateral cable. All other fiber not destined for local termination will be left uncut or spliced through on the backbone fiber ring. Backbone fiber routing and fiber laterals must be coordinated to minimize lateral length and cost of extended indoor conduit routes.

Village of Oak Park Fiber Overlay

A two-ring configuration is required as a fiber path with anchor sites transitions the larger ring configuration. Ring 1 is configured with all but two of the Oak Park municipals sites, Fire Station – North and North Pump Station, that are served on the northern portion of the fiber loop. These two sites, along with the two Hub locations, Public Work and Village Hall, are configured on a separate ring to provide full redundancy.



Village of Oak Park Ring 1 Architecture



Village of Oak Park Ring 2 Architecture

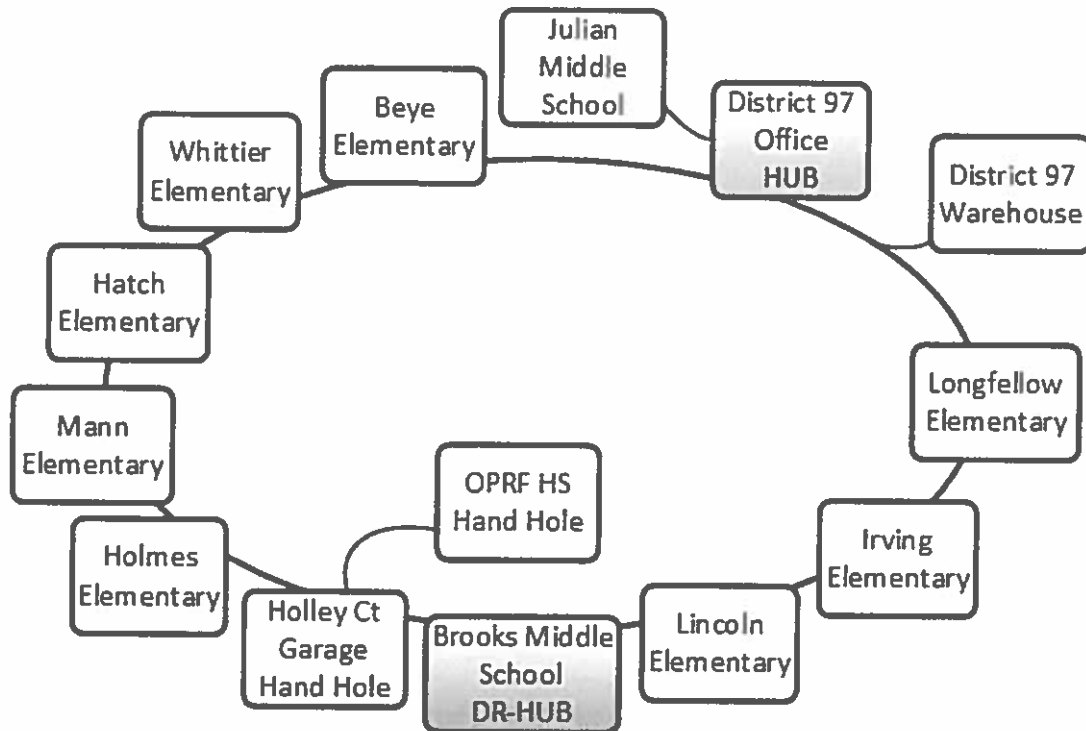
Oak Park School District 97 Fiber Overlay

Ten Oak Park School District 97 anchor sites are configured with two rings; one with the Oak Park School District 97 Hub terminating all assigned fiber, and a second Disaster Recovery ring with the Brooks Middle School as primary hub for assigned fiber terminations. The Warehouse will not be configured on the fiber ring. Julian Middle School, just north of the District Office, will be connected with a 12-strand fiber cable directly to the District 97 Office on the primary ring. A separate discreet fiber path will route the DR ring for the Julian Middle School to a hand hole just west of the D97 office on the fiber backbone. District 97 Warehouse will be connected using backbone fiber strands from the District Office Hub and 12-strand fiber lateral from the hand hole to the facility. Fiber strands will not be configured to traverse the full ring for the Warehouse facility. Fiber overlay is detailed in Appendix B

144 strand backbone fiber will be provisioned for Oak Park School District 97 along Lake Street in the middle of the Oak Park fiber ring, paralleling the Village of Oak Park backbone. 4 strands of this fiber will be cross connected from the primary ring to the Lake Street backbone fiber at the Holley Court Garage hand hole. Additional splice cases will be required at the Holley Court Garage hand hole, and at the OPRF HS Garage for District 97 access. 4 strands will be routed from Holley Court to the OPRF HS Garage hand hole in anticipation of Oak Park School District Administration Center requiring fiber access at a later date.

NOTE: A separate fiber path to support Disaster Recovery connectivity is required for the Julian Middle School. The primary fiber path from the Julian Middle School will route directly to the District 97 Office hub termination. A separate fiber path must be established to bypass the District 97 Office and intersect with the primary backbone fiber for SD97 in the hand hole either to the east or west of the District Office facility. 4-cell microduct and 12 count fiber is required for this path.

The fiber overlay for both the primary ring and Disaster Recover ring topology are shown in Appendix B.



School District 97 Ring Architecture

Fiber Terminations

The tables below detail the number of fiber terminations expected at each hub and anchor facility. Fiber terminations must be made using pre-connectorized fiber pigtailed. No field assembled or field manufactured connectors will be accepted as part of this fiber implementation.

Village of Oak Park Fiber Termination Count:

Name	Type of Location	Planned Terminations
Village of Oak Park - Village Hall- HUB	Hub Location	98
Village of Oak Park-Fire Station-Main	Anchor Site	28
Village of Oak Park - Public Works - HUB	Hub Location	98
Village of Oak Park-Fire Station-North	Anchor Site	28
Village of Oak Park-Fire Station-South	Anchor Site	28
Village of Oak Park-Central Pump Station	Anchor Site	28
Village of Oak Park-North Pump Station	Anchor Site	28
Village of Oak Park-South Pump Station	Anchor Site	28
Village of Oak Park-Holly Court Garage	Anchor Site	24

Village of Oak Park-Avenue Garage	Anchor Site	24
Village of Oak Park-Lake and Forest Garage	Anchor Site	24
Village of Oak Park-OPRF High School Garage	Anchor Site	24
<i>Village of Oak Park</i>	<i>Total Terminations</i>	<i>488</i>

Oak Park School District 97 Fiber Termination Count

Name	Type of Location	Planned Terminations
William Beye Elementary School	Anchor Site	12
William Hatch School	Anchor Site	12
Oliver Wendell Holmes School	Anchor Site	12
Washington Irving School	Anchor Site	12
Abraham Lincoln School	Anchor Site	12
Henry Wadsworth Longfellow School	Anchor Site	12
Horace Mann School	Anchor Site	12
John Greenleaf Whitter School	Anchor Site	12
Gwendolyn Brooks Middle School DR-HUB	Hub Location	52
Percy Julian Middle School	Anchor Site	12
Administration Building-HUB	Hub Location	92
Warehouse	Anchor Site	8
<i>School District 97</i>	<i>Total Terminations</i>	<i>260</i>

Optional: Fiber Maintenance

Responses and proposal costs for this section are optional.

Village of Oak Park and Oak Park School District 97 ask that vendors with the capability to provide on-going maintenance of the newly constructed fiber network solution, provide a response to this scope as follows:

- Provide costs for the first 5 years of maintenance for the fiber network for both the Village and the School District, or each entity's network individually. In the case of the third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA (Service Level Agreement).
- A description of management procedures governing relocation of fiber path, including assumption of costs should be included as part of the maintenance proposal for the constructed fiber network.
- Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.
- Responses for maintenance should also include rates for relocation of fiber or major cut repair and a commitment to produce firm estimates for jobs at least 72 hours prior to commencing work in non-emergency situations and before commencing work in emergency repair situations.
- As minimum, the SLA will require the selected vendor to maintain the constructed fiber network seven days per week, twenty-four hours per day for the duration of the maintenance contract, 5 year initial period. Upon notification from Village of Oak Park or District 97 of a malfunction relating to the constructed fiber, the selected vendor shall respond to such malfunction within two (2) hours and repair or correct the malfunction with reasonable diligence.

If pricing the maintenance option, please include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling and notification procedures for planned outages,
- Marker and hand hole inspection and repair
- Handling of unscheduled outages and customer problem reports
- 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,
- 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.

The monthly fees option to provide maintenance and operations for the first 60 months after completion of the fiber build is listed separately on the pricing proposal.

Optional: Locate Services

Vendors with the capability to provide and/or manage locate services in support of the Village of Oak Park and Oak Park School District 97 fiber network infrastructure are encouraged to provide costs for locate services for an initial period of 5 years (60 months). The locate service should include support for registration of constructed fiber footprint with JULIE (and DIGGER OneCall, if required), ticket management, and physical location and marking of fiber and duct as required by membership. Physical monitoring of cable path and notification of activity threatening fiber infrastructure are requested as part of a locate service proposal.

PRICING PROPOSAL

A pricing proposal is required to address the primary scope of work to include fiber implementation to address all 24 Village of Oak Park and Oak Park School District 97 anchor sites. Implementation requirements include design, engineering and construction of a 288 strand (two separate 144 strand bundles) to serve Village of Oak Park and School District 97 anchor facilities.

Pricing for common elements across the network, design, engineering permitting and construction activity, including the construction of laterals and entrances into anchor facilities is to be included under the line item indicated on the proposal worksheet.

With the significant differences in the number of terminations, patch panel sizing and labor to facilitate, separate pricing is required for the fiber, fiber termination hardware, patch panels, and labor to install, terminate and test the Village of Oak Park and the School District 97 cabling and termination system. The proposal worksheet provides separate lines for costs associated with each entity.

288 Strand Fiber Option

The option to increase all backbone fiber segments from 144 to a 288 strand count is requested for both the Village of Oak Park and Oak Park School District networks. Costs for increasing the fiber strand count, increased splice case capacity, installation and termination is requested. The pricing sheet provides a single cost line item for the increase in costs only, for the 144 to 288 count cable installation.

Planned Project Duration

The pricing proposal sheet includes a line item requesting the planned duration of the project, from the release of purchase order to turn-over of completed network. The anticipated project duration will be used to guide current contract end dates and/or service extension requests.

Village of Oak Park & School District 97 Fiber Infrastructure Project, Request for Proposal

Rev 11/1/2018

Cost for Proposed Fiber Optic Network

System Design
System Engineering
System Permitting

Cost: 325,000.00
Cost: 20,000.00
Cost: 10,000.00

Duct and underground installation Microduct System Construction

Total Labor and Material for
4 Cell Microduct & Implementation
Laterals and entrances to 24 facilities
Inside conduit and construction

Material Cost: 900,000.00
Labor Cost: 1,883,000.00

Village of Oak Park Sites: Fiber Installation and Termination

144 Strand Fiber Backbone
488 terminations
2 Hub termination panel locations
10 Anchor site termination panels
32 additional in-rack fiber cross connects
Splice cases and inserts

Material Cost: 130,000.00
Labor Cost: 100,000.00

Village of Oak Park - 288 Strand Backbone Fiber Count Option

Provide/install 288 strand fiber for
all backbone fiber segments

Show additional
cost delta only.

+\$75,000

School District 97 Sites: Fiber Installation and Termination

144 Strand Fiber Backbone
260 terminations
2 Hub termination panel locations
11 Anchor site termination panels
Splice cases and inserts

Material Cost: 125,000.00
Labor Cost: 90,000.00

School District 97 - 288 Strand Backbone Fiber Count Option

Provide/install 288 strand fiber for
all backbone fiber segments

Show additional
cost delta only.

+\$75,000

System Test and Documentation

Cost: 10,000.00

TOTAL COST for Fiber Network \$2,893,000.00

Optional: System Maintenance - 5 Year Fiber System Maintenance and Repair

5 Year Maintenance Proposal
Planned and unplanned fiber maintenance and repair

NA

Optional: System Locate - 5 Year Locate Services and System Monitoring

5 Year Locate Services and
Fiber Path Monitoring and Threat Assessment

NA

Planned Project Duration from Project Award to Project Completion

12 Months

SUBMISSION REQUIREMENTS

1. **Network Diagram**

Vendors should include detailed supporting technical information in their RFP responses including, but not limited to: proposed path and route maps, key junction and splice locations along those routes, and fiber-access points available on the fiber route.

2. **Supplemental Information**

Vendors may include additional information such as business / company profile, carrier peering center services and associated pricing.

3. **Bid Form**

Vendors must complete the attached bid form on Page 27 in order for their proposals to be considered.

17. INSURANCE REQUIREMENTS

The successful vendor shall provide and maintain insurance in the amounts set forth below with companies acceptable to the Village of Oak Park and pursuant to the terms of the Independent Successful Vendor Agreement attached hereto and incorporated herein as Attachment 7:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,000
	Products-Comp/OP Aggregate	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
	Fire Damage (Any one fire)	50,000
	Medical Exp. (Any one person)	5,000
Excess Liability	Each Occurrence	2,000,000
	Aggregate	5,000,000
Automobile Liability	Bodily Injury (each occurrence)	1,000,000
	Property Damage (each occurrence)	1,000,000
Worker's Compensation	Statutory Limits	
	Each Accident	500,000
	Disease-Policy Limit	500,000
	Disease-Each employee	500,000

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Village Board of Trustees and the School District's Board of Trustees.

With respect to the insurance required herein, the successful vendor shall provide such insurance naming the Village, the Village Board, the School District, the School District's Board of Education, their board members individually, and their employees and agents as **additional named insured**.

It is MANDATORY within ten (10) days after the proposal award, that the Certificate(s) of Insurance shall be submitted to the respective insurance agents for the Village Board and the School District.

18.TOTAL PRICE FOR ALL ITEMS PROPOSED

A total proposal dollar amount must be entered in the appropriate section of the proposal form before signing and submitting the proposal.

19. HOLD HARMLESS AND INDEMNIFICATION

The successful vendor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Village, Village Board, the School District, the School District's Board of Education, their board members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of

whatsoever kind or nature including reasonable legal fees incurred by either the Village or School District arising out of the successful vendor's performance of the work or services required by its contract with the Village and School District, including but not limited to:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the successful vendor under this contract or by reason of anything to be supplied by the successful vendor pursuant to this contract.
- B. Bodily injury, including death, to any person or persons (including successful vendor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

- Caused in whole or in part by an act, error or omissions by the successful vendor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

- Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

- Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

Nothing in this section shall require a party to indemnify another party for any claims or injuries arising from that party's negligent acts or omissions. The vendor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) that vendor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that the successful vendor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The vendor shall include this provision in each of its subcontract agreements and shall require its subcontractors and consultants to be so bound.

20. LATE PROPOSALS

Proposals received after the time specified in the Request for Proposal will not be opened or considered. The method of transmittal of the proposal is at the vendor's risk of untimely receipt by the Village Board. The use of Village Board equipment for transmission of proposals is prohibited.

21. PAYMENT

Payment to be made within 45 days of the project acceptance. Partial payment may be acceptable at the time of the PO to cover the cost of materials. Ten percent of the project shall be retained for 60 days after the final acceptance date.

22. MANUALS

For equipment, the successful vendor shall supply, at no cost to the Village Board, a detailed service manual, parts list, and list of service locations.

23. COMPLETION OF WORK

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and will provide assistance to expedite approvals.

24. PERSONNEL

If any person employed on the work site is, in the sole opinion of the Village or the School District, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, or otherwise violates any laws, ordinances, or policies of either party, the successful vendor shall direct that person to cease work and vacate the job site immediately.

25. SEXUAL HARASSMENT

775 ILCS 5/2-105, Human Rights Act Requirement – Written Sexual Harassment Policies contained as follows: Vendors shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Village and School District upon request.

26. QUALIFICATIONS

Vendor must be an authorized dealer and installer of products vendor is proposing. Vendor must supply a list of references of like products and installations. Reference sheet is attached.

27. TERMINATION

The Village of Oak Park and Oak Park Elementary School District 97 each reserves the right to terminate the vendor's contract at any time for reasons of unsatisfactory services.

28. SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

29. LEGAL COMPLIANCE

The vendor and any of its subcontractors, consultants, and/or employees shall at all times during the contract comply with all federal, state, and local laws, statutes, ordinances, and/or regulations, including but not limited to:

A. 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.

B. 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.

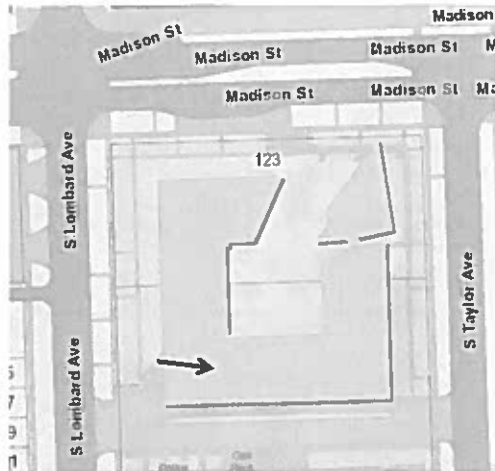
APPENDIX A – SITE ENTRANCE DIAGRAMS

Village of Oak Park Facilities - Fiber Entry Point Descriptions

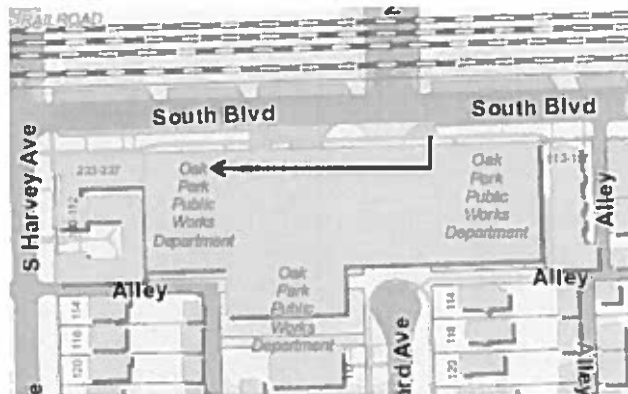
Name	Description of Entry into building to demarcation
Village of Oak Park - Village Hall- HUB	Entry from west side next to handicap entrance, proceed through utility room and hallway into MDF (~60ft)
Village of Oak Park-Fire Station-Main	Entry from west side next to main entrance. Proceed through to IDF at north east corner of the building (~200ft)
Village of Oak Park - Public Works - HUB	Entry from North side by N. Lombard and South Blvd intersection. In the building proceed west and then to 2nd floor MDF (~500ft)
Village of Oak Park-Fire Station-North	Entry from West side, proceed into apparatus floor IDF (~100ft)
Village of Oak Park-Fire Station-South	Entry from corner at North side into office with IDF (~20ft)
Village of Oak Park-Central Pump Station	Entry from West side in the middle of the building. Proceed through basement into ground floor electrical room with IDF (~150ft)
Village of Oak Park-North Pump Station	Entry from West side, proceed to pump room IDF (~50ft)
Village of Oak Park-South Pump Station	Entry from North side proceed to pump room IDF (~50ft)
Village of Oak Park-Holly Court Garage	Entry from North side of NE corner straight into MDF (~20ft)
Village of Oak Park-Avenue Garage	Entry from South side on west wing into security office (~60ft)
Village of Oak Park-Lake and Forest Garage	Entry from South side - conduit leading to telecom room (~600ft)
Village of Oak Park-OPRF High School Garage	Entry from South on west side, proceed into electrical room (~300ft)

Village of Oak Park Fiber Entry Points and DEMARC Location Diagrams

Village of Oak Park - Village Hall - 123 Madison St. Oak Park, IL 60302



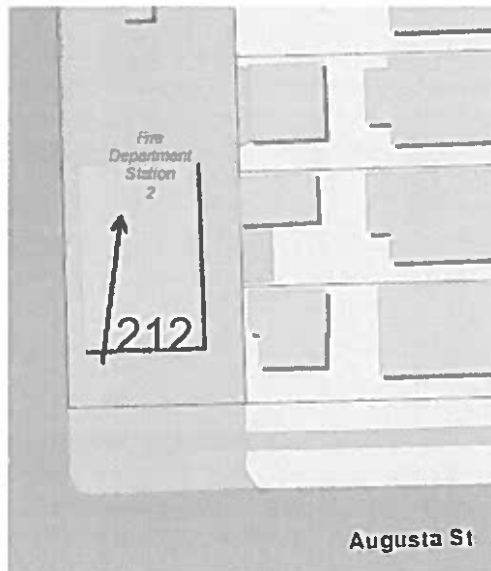
Village of Oak Park - Public Works - 201 South Blvd., Oak Park, IL 60302



Village of Oak Park-Fire Station-Main - 100 N Euclid Ave, Oak Park, IL 60301



Village of Oak Park-Fire Station-North - 212 Augusta Street, Oak Park, IL 60302



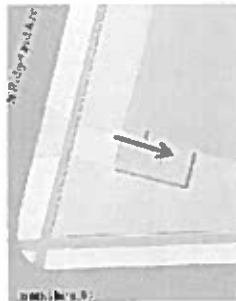
Village of Oak Park-Fire Station-South - 900 South East Street, Oak Park, IL 60304



Village of Oak Park-Central Pump Station - 102 North Lombard Avenue, Oak Park, IL 60302



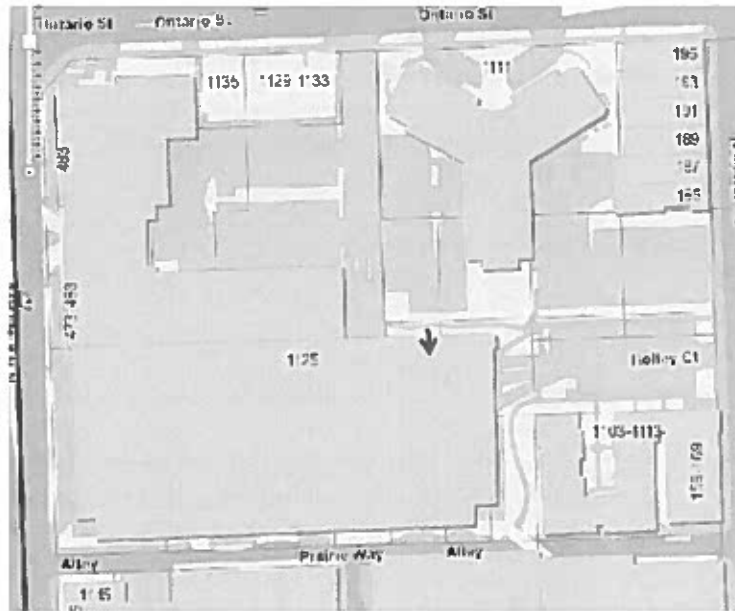
Village of Oak Park-North Pump Station - 1010 North Ridgeland Avenue, Oak Park, IL 60302



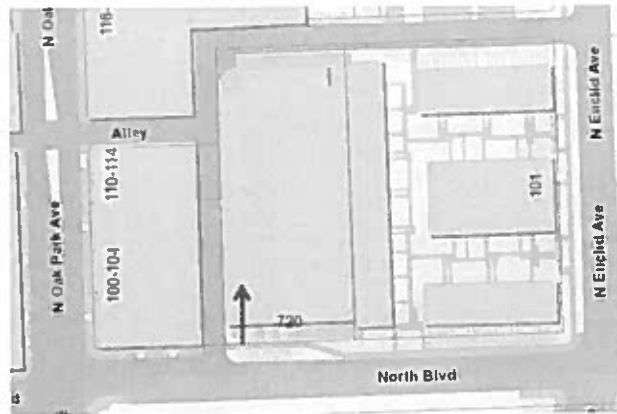
Village of Oak Park-South Pump Station - 207 Garfield Street, Oak Park, IL 60304



Village of Oak Park-Holly Court Garage - 1125 Ontario Street, Oak Park, IL 60302



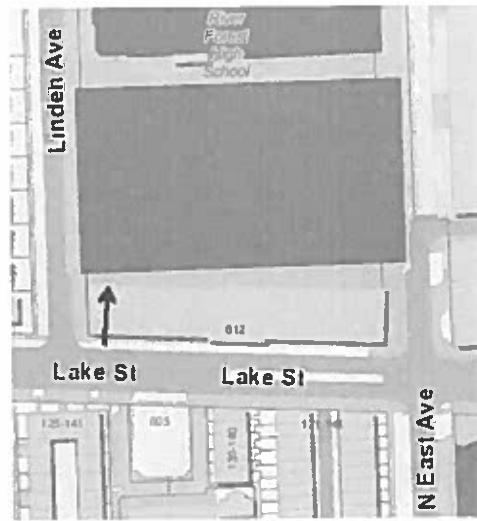
Village of Oak Park Avenue Garage - 720 North Blvd., Oak Park, IL 60301



Village of Oak Park Lake and Forest Garage - 938 Lake Street, Oak Park, IL 60301



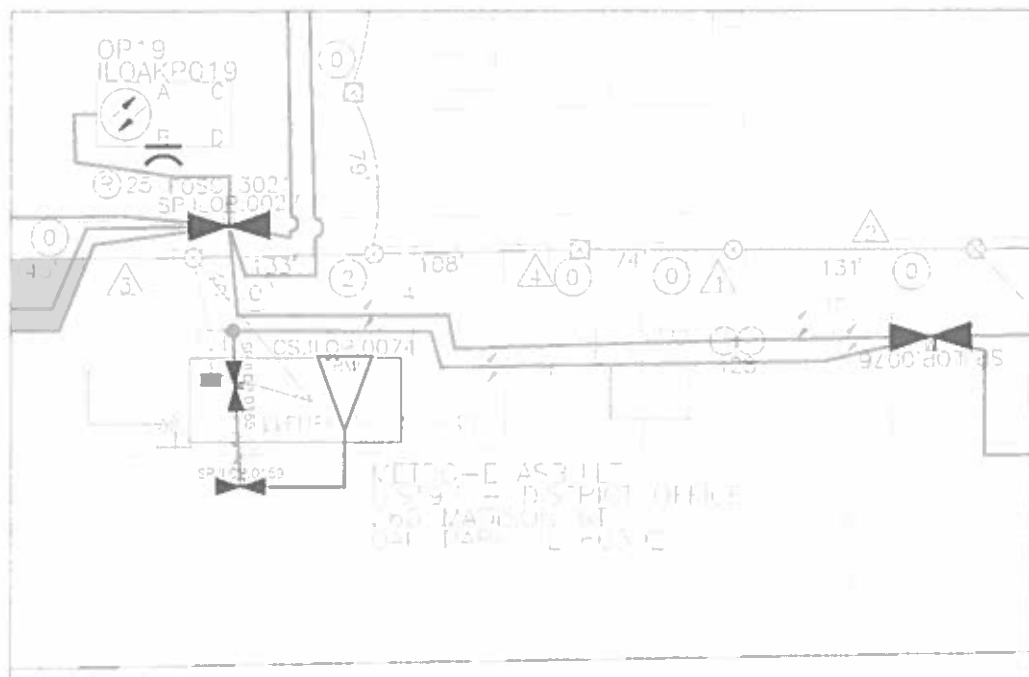
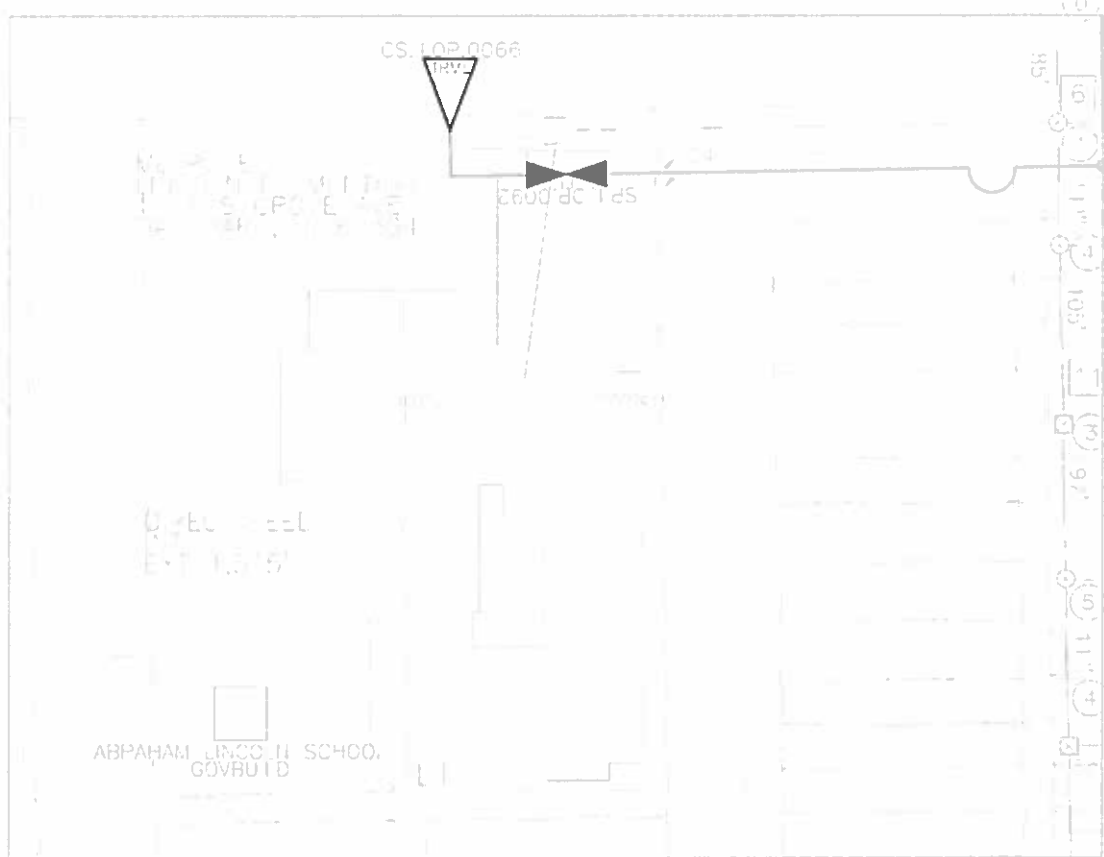
Village of Oak Park -OPRF High School Garage - 137 North Scoville Ave., Oak Park, IL 60302

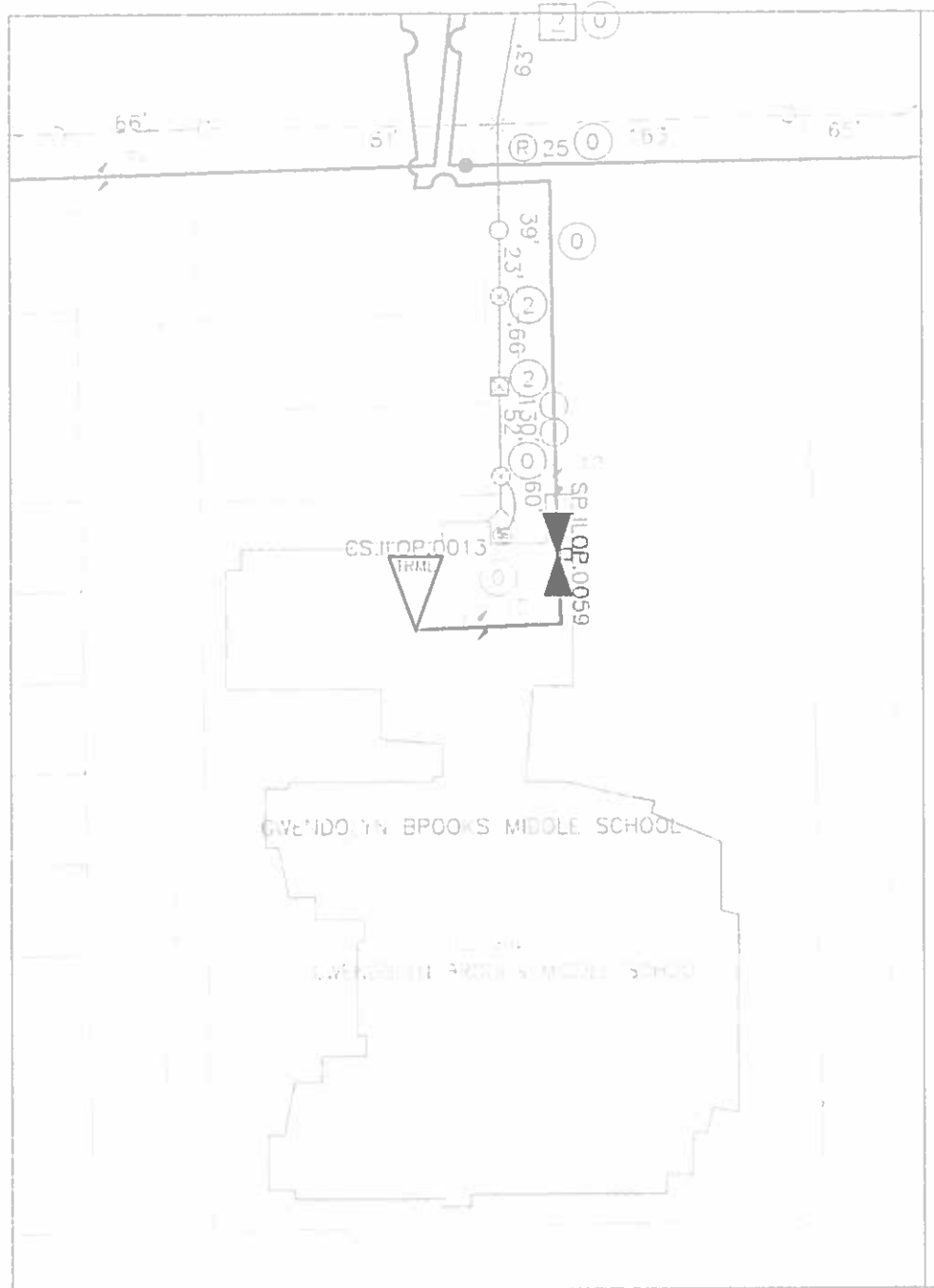


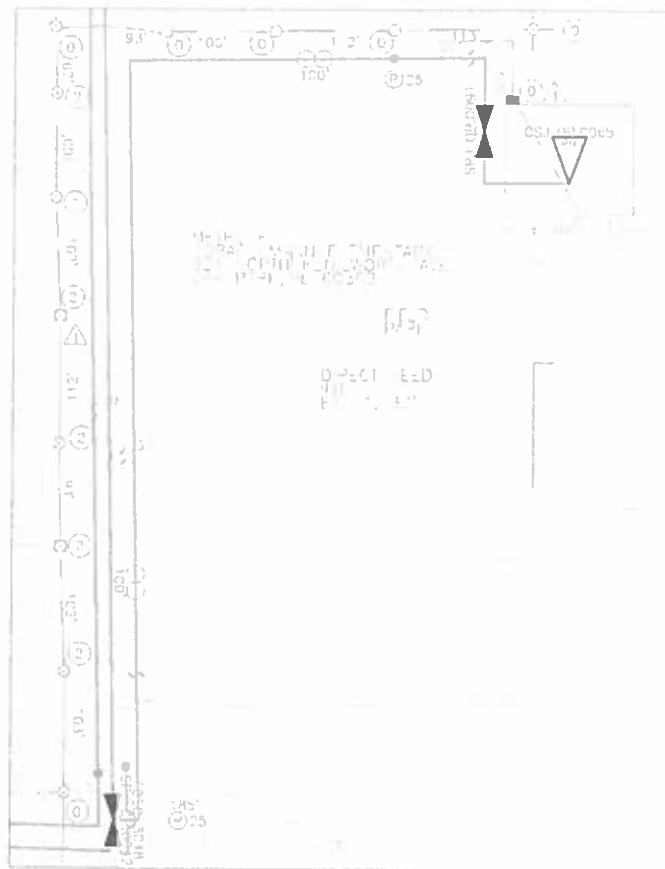
School District 97 Facilities - Fiber Entry Points Descriptions

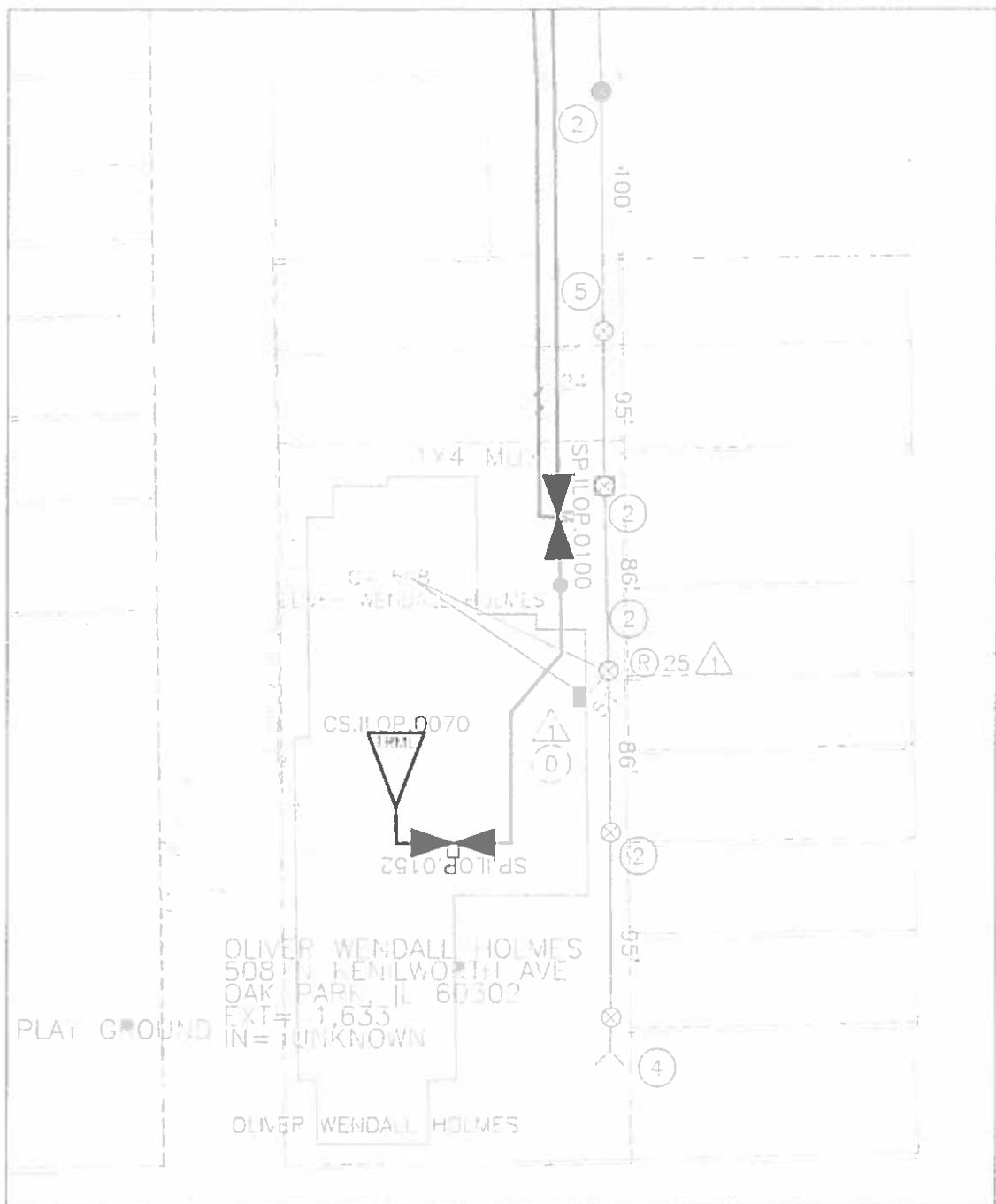
Name	Description of Entry into building to demarcation
William Beye Elementary School	See Diagram p. 45-54
William Hatch School	See Diagram p. 45-54
Oliver Wendell Holmes School	See Diagram p. 45-54
Washington Irving School	See Diagram p. 45-54
Abraham Lincoln School	See Diagram p. 45-54
Henry Wadsworth Longfellow School	See Diagram p. 45-54
Horace Mann School	See Diagram p. 45-54
John Greenleaf Whittier School	See Diagram p. 45-54
Gwendolyn Brooks Middle School	See Diagram p. 45-54
Percy Julian Middle School	See Diagram p. 45-54
Administration Building-HUB	See Diagram p. 45-54
Warehouse	See Diagram p. 45-54

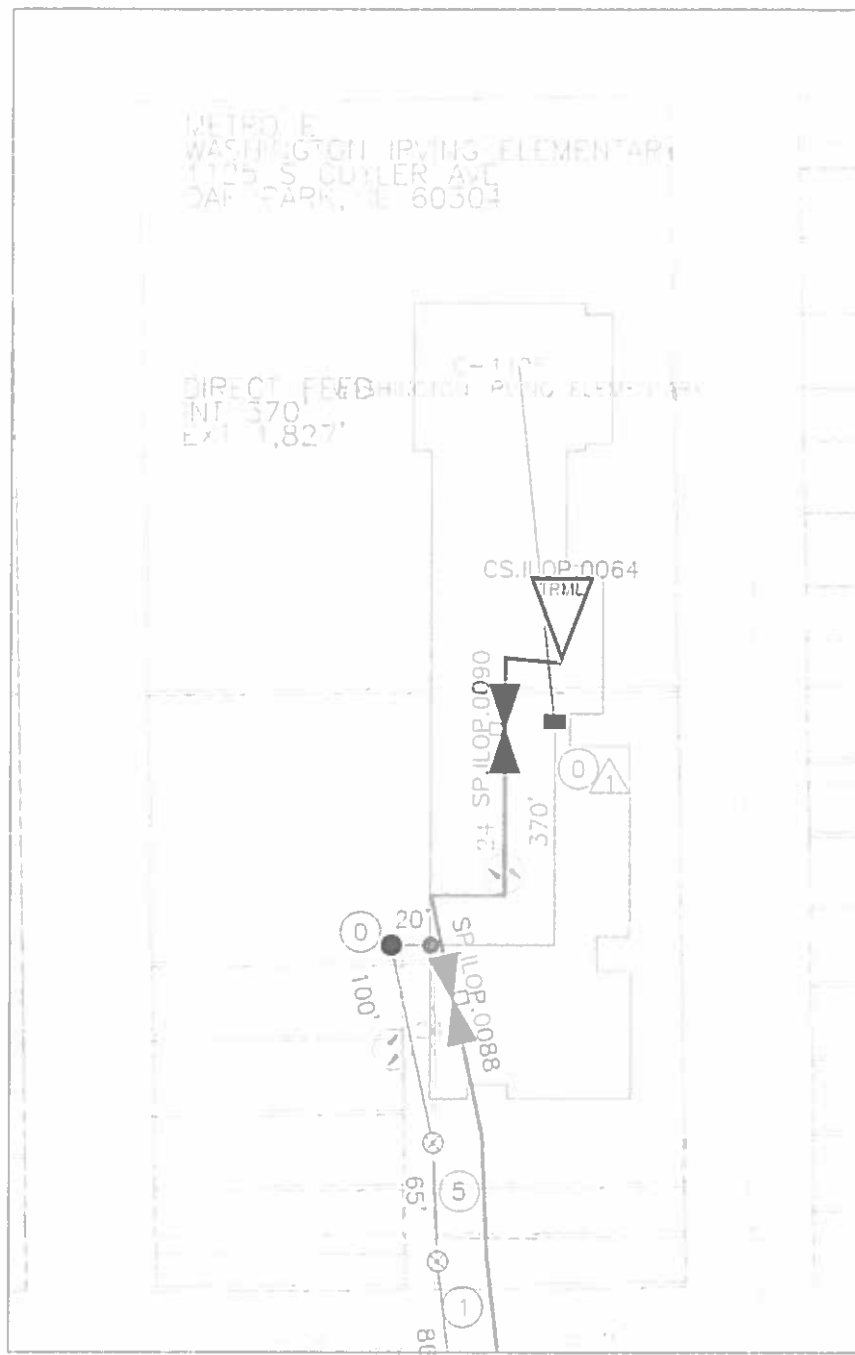
School District 97 Fiber Entry Points and DEMARC Location Diagrams









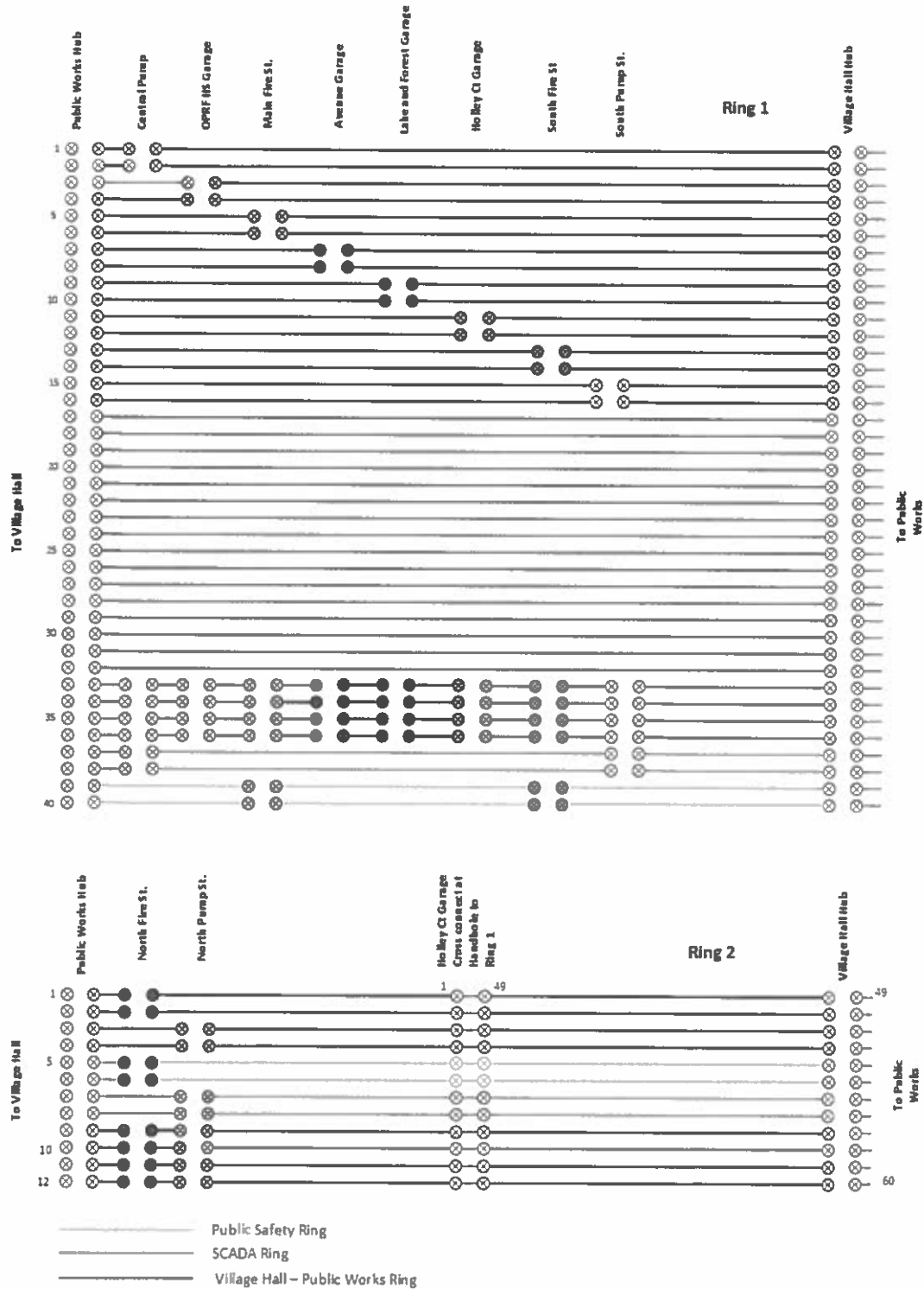




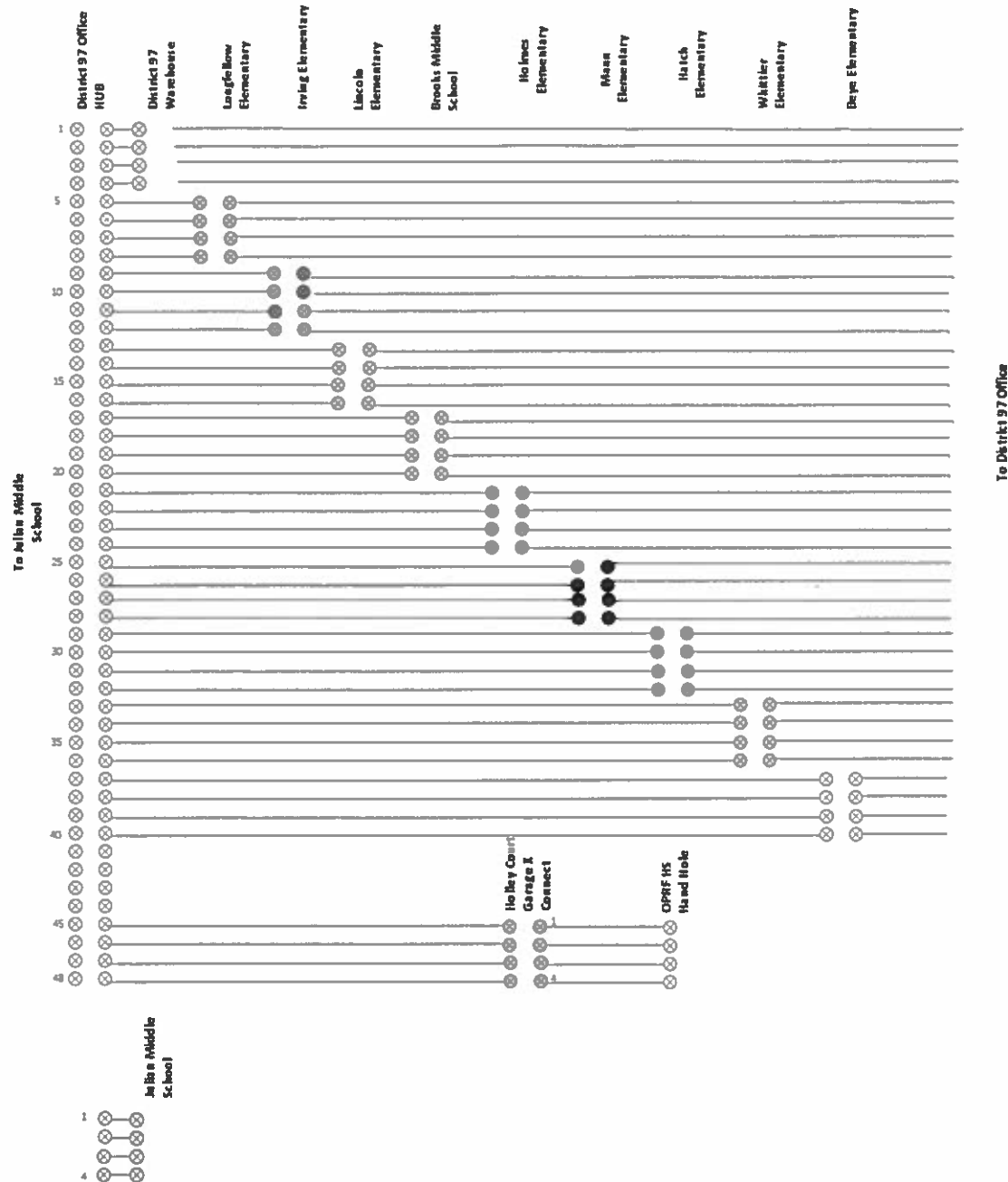


Appendix B – Fiber Termination Diagrams

Fiber termination diagram for Village of Oak Park facilities.

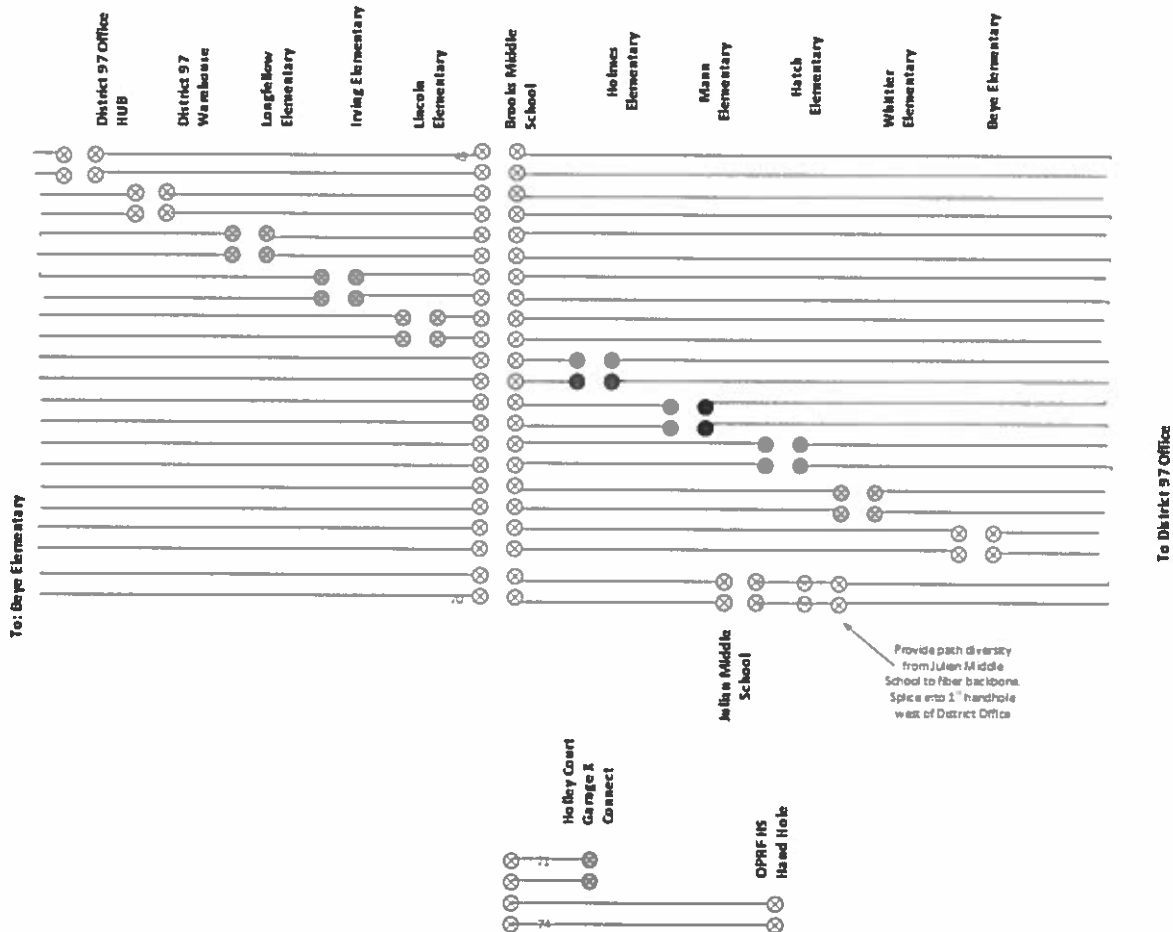


Fiber termination diagram for Oak Park School District 97 facilities



Fiber termination diagram for Oak Park School District Disaster Recovery Ring

Fibers assigned to the Disaster Recovery Ring and terminated at the Brooks Middle School hub must be terminated in a separate patch panel and labeled for Disaster Recovery. Fiber terminations at each Anchor Site may be terminated in the same patch panel as the primary network fiber, but must be labeled for Disaster Recovery.



ATTACHMENT 1

INTENT TO SUBMIT PROPOSAL

The Village of Oak Park and Oak Park School District 97 are requiring vendors intending to submit a proposal for the Oak Park Fiber Project to submit a signed statement of that intent. Responses to questions submitted by vendors, updates, corrections and clarifications to this RFP document will be distributed to all vendors who have registered their intent to submit a proposal. Completed form should be email to **fiberproject@oak-park.us**

“I hereby register my firm’s intent to submit a proposal for construction of the fiber optic network for Village of Oak Park and Oak Park School District 97 as described in this RFP.”

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Contact email: _____

ATTACHMENT 2

REFERENCES


List below the last three (3) businesses or other organizations for which you have provided comparable services.

-
1. ORGANIZATION: City of Highland Park
ADDRESS: 1707 St James Johns Ave
CITY, STATE, and ZIP CODE: Highland Park IL 60035
TELEPHONE NUMBER: 847- 926 -
CONTACT PERSON: Jon O'Connell
DATE OF SERVICES: May 2018 to November 2018
DOLLAR AMOUNT OF THE JOB: ~ \$1.7 Million

 2. ORGANIZATION: Verizon
ADDRESS: 7719 W. 60th Place
CITY, STATE, and ZIP CODE: Summit IL 60501
TELEPHONE NUMBER: 312- 453- 8106
CONTACT PERSON: Oscar Guerrero
DATE OF SERVICES: 2000 - Present
DOLLAR AMOUNT OF THE JOB: Approx. \$3 million/Year

REFERENCES (CONTINUED)

3. ORGANIZATION: 2AYO Group
ADDRESS: 810 Jorie Blvd.
CITY, STATE, and ZIP CODE: Oak Brook IL 60523
TELEPHONE NUMBER: 630-203-8003
CONTACT PERSON: Timothy Payment
DATE OF SERVICES: 2000-2018
DOLLAR AMOUNT OF THE JOB: \$1.5 Million/Year

OFFEROR'S NAME: Ryan Bollenbacher, P.E.
SIGNATURE: 
DATE: 12-13-18

COMMENTS

**ATTACHMENT 3
COMPLIANCE AFFIDAVIT**

I, Timothy Hayes, (print name) being first duly sworn on oath depose and state:

1. I am the (title) President of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park and Oak Park Elementary School District 97 to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: Western Utility LLC 2565 Palmer Ave University Park IL

Telephone

708-235-1408

E-Mail

timh@westernutility.com

Subscribed to and sworn before me this 13th day of December, 2018.

Notary Public



¹ Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

ATTACHMENT 4

M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Western Utility LLC
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 123 Number of full-time employees
- 1 Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: 12-13-18

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Western Utility LLC
Total Employees 124

Job Category	Total # of Empl.	Males							Females				Total Minorities
		Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	9	8	1										0
Professionals	10	7	3		1								1
Technicians													
Sales Workers													
Office & Clerical	4	0	4	1									1
Semi-Skilled													
Laborers	101	100	1	3	29								32
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Timothy Hayes, being first duly sworn, deposes and says that he/she is the President

(Name of Person Making Affidavit)

(Title or Officer)

of Western Utility LLC and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 13th day of December, 2018

[Signature]
(Signature)

12/13/18
(Date)

**ATTACHMENT 5
TAX COMPLIANCE AFFIDAVIT**

Timothy Hayes, being first duly sworn, deposes
and says:

that he/she is President of
(partner, officer, owner, etc.)

Western Utility LLC
(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

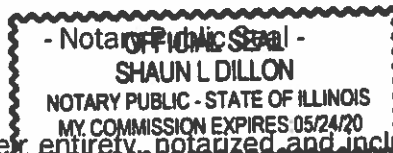

By: Timothy Hayes
Its: President

Western Utility LLC
(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 13th day of December, 201⁸6.


Notary Public's Signature



Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

ATTACHMENT 6
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Western Utility LLC and is organized and existing in good standing under the laws of the State of Delaware. The full names of its officers are:

President Timothy Hayes

Secretary Julie Nichols

Treasurer _____

Registered Agent Name and Address: CT Corporation 208 S LaSalle Suite 814 Chicago IL 60604

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____ Signature	_____ Signature
--------------------	--------------------

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

ATTACHMENT 7



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on the ____ day of _____, 2018, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated _____, attached hereto and incorporated herein by reference, pursuant to the Village's "Fiber Infrastructure RFP" Request for Proposals (hereinafter referred to as the "Project"), incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project required hereunder; and

WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Project pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal for an amount not to exceed \$_____ ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Proposals, the Contractor's Proposal and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this

Project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents, ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Information Technology Director or the Director's designee shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The term of this Contract shall be from the effective date as defined herein to _____, 201_.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and Oak Park Elementary School District Number 97 ("D97") and shall indemnify and hold harmless the Village, D97 and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village, D97 and their officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, D97 and their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village, D97 and their officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, D97 and their officers, officials, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, D97 and their officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, D97 and their officers, officials, employees, agents and volunteers.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

To the Contractor:

Email:

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the

Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. BONDS

Before commencing the work on the Project, Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond. Each bond shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the performance of this Contract and for payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village and D97 as primary co-obligees. The bonds shall become a part of the Contract Documents. The failure of Contractor to supply the required bonds within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the bonds do not meet its approval shall constitute a default, and the Village may either award the Contract to another proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Project is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, D97 and their officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or

accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Village.

27. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such

underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

28. RIGHT TO AUDIT

The Contractor shall for a period of three (3) years following performance of the Services, keep and make available for the inspection, examination and audit by the Village or the Village's authorized employees, agents or representatives, at all reasonable time, all records respecting to the Services and expenses incurred by the Contractor, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by the Contractor is found to have been overstated, the Contractor shall provide the Village an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of the Village's expenses for and in connection with the audit respecting such invoice.

29. CONFIDENTIALITY

In connection with this Agreement, the Village may provide the Contractor with confidential information to enable the Contractor to render the Services hereunder, or the Contractor may develop confidential information for the Village. The Contractor agrees: (i) to treat and to obligate the Contractor's employees to treat as confidential all such information whether or not identified by the Village as confidential; (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may make for the Village to any person, company or corporation or use the same in any manner whatsoever without first obtaining the Village's written approval; and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the

Contractor shall have first received written permission from such third party to disclose such information.

30. USE OF THE VILLAGE'S NAME OR PICTURE OF PROPERTY

The Contractor shall not in the course of performance of this Agreement or thereafter use or permit the use of the Village's name nor the name of any affiliate of the Village, including D97, nor any picture of or reference to its services in any advertising, promotional or other materials prepared by or on behalf of the Contractor, nor disclose or transmit the same to any other party.

31. BINDING AUTHORITY

The individuals executing this Agreement on behalf of Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

32. AUTHORIZATIONS.

Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2018

Date: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2018

Date: _____, 2018

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WESTERN UTILITY LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 2565 PALMER AVENUE	Requester's name and address (optional)	
6 City, state, and ZIP code UNIVERSITY PARK, IL 60484		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

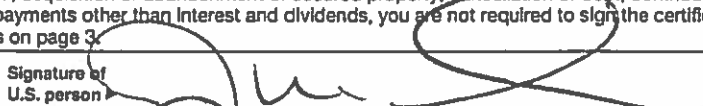
Social security number								
			-				-	
or								
Employer identification number								
4	6		-	1	7	4	6	3 5 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date ▶ **12-13-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.