



STATE OF ILLINOIS

CONTRACT APPROVAL SHEET

Request ID:	16-000000095325	Relevant Category:	Telecom
Agency:	CMS-Central Management Services	Contract Type:	Master Contract
Requester:	Gary Doering	Initial Term:	Date of Execution for 60 months
Proc. Approach:	RFP	Initial Est. Value:	\$150,000,000.00
Master Contract:		Total Award Value:	\$150,000,000.00
Project Title:	Category 2 Internal Connections – RFP – Ficek Contract		

Funding Source	Fiscal Year	Value
0312 - COMMUNICATIONS REVOLVING	2016	\$7,500,000.00
0312 - COMMUNICATIONS REVOLVING	2017	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2018	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2019	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2020	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2021	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2022	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2023	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2024	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2025	\$22,500,000.00

Vendor	Vendor Award	Contract Number	Contract Value
Ficek Electric & Communications Systems Inc.	Yes	CMS795325A	\$30,000,000.00
Education Networks of America	Yes	CMS795325B	\$30,000,000.00
CDW Government LLC	Yes	CMS795325C	\$90,000,000.00
Advanced Communications	No		
Netech-Presido	No		

Objective:

CMS is seeking approval to publish an RFP for Category 2 Internal Connections. The product / service being procured is from one of the following categories. (i) Equipment and associated professional services (ii) Cable Installation and Verification Services (iii) Managed Internal Broadband Services.

- (i) Equipment and Associated Professional Services covers standards compliant Wi-Fi and wired Ethernet equipment to support high speed broadband within an agency location. This category includes maintenance and professional services, that includes Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing.
- (ii) Cable Installation and Verification services covers installation and maintenance of cat 6 cable and fiber optic cable within agency building premises
- (iii) Managed Internal Broadband Services covers services provided by the Vendor for the operation, management and monitoring of Wi-Fi and wired Ethernet equipment.

Ship to : NA

Criteria #4:

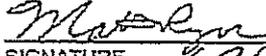
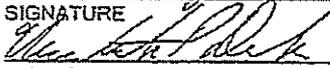
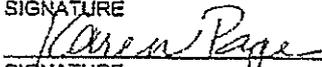
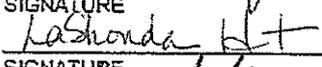
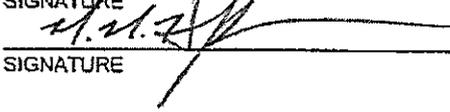
The products and services in this procurement allows to more cost effectively upgrade agency locations with internal Wi-Fi, LAN and cabling than currently. The products and services will only be procured if pricing is lower than other Illinois State Master contracts. This procurement provides an alternative source of products and services, some of which exist on other State Master contracts.

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.
 ** Signature Required if > or = to \$250K.



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Project Title:	Category 2 Internal Connections - RFP - Fickel Contract		

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
Matt Runven DoIT Legal* kms		8/29/16
<i>DoIT</i> HR CHRISTOPHER DEMEDONAS SMS Portfolio Manager or Designee*		8/30/16
Karen Page Agency Chief Fiscal Officer**		8/30/16
LaShonda Hunt Chief Legal Counsel**		9/16/2016
Michael M. Hoffman Agency Head**		9.22.16
	SIGNATURE	DATE

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.
 ** Signature Required if > or = to \$250K.

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Central Management Services
E-rate Category 2 Internal Connections – Cable Installation
CMS795325A

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including FORMS B)
- No

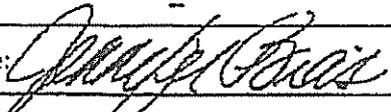
- 1. **DESCRIPTION OF SUPPLIES AND SERVICES**
- 2. **PRICING**
- 3. **TERM AND TERMINATION**
- 4. **STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. **SUPPLEMENTAL PROVISIONS AND TERMS**
- 6. **STANDARD CERTIFICATIONS**
- 7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
- 8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

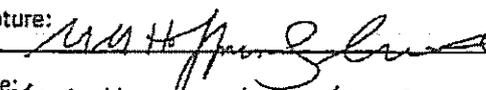
**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Central Management Services
E-rate Category 2 Internal Connections – Cable Installation
CMS795325A

VENDOR

Vendor Name: Ficek Electric & Communication Systems, Inc.	Address: 12 Gunia Drive, La Salle, IL 61301
Signature: 	Phone: 815-223-2775
Printed Name: Jennifer K. Blas	Fax: 815-224-5097
Title: President	Email: jblas@ficekelectric.com
Date: August 25, 2016	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Department of Central Management Services	Phone: 217-782-2141
Street Address: 715 Stratton Office Building	Fax: 217-524-1880
City, State ZIP: Springfield, IL 62706	
Official Signature: 	Date: 9/23/16
Printed Name: M. H. ...	
Official's Title: Director	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 95325	Project Title: E-Rate Category 2 Internal Connections
Contract # CMS795325A	Procurement Method (IFB, RFP, Small, etc): RFP
IPB Ref. # 22037476	IPB Publication Date: 11/20/2015 Award Code: B
Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Other Preferences?	

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Department of Central Management Services (CMS) manages and operates the Illinois Century Network (ICN), a high speed broadband network serving over 6,000 school and library anchor institutions. This contract will enable these institutions to purchase high speed internal connections, also known as Category 2 connections. CMS may also place orders for such connections for CMS, or on behalf of State Agencies. Equipment and services under this contract must be primarily eligible for funding under the E-rate program (see the current eligible services list for guidance at the Universal Service Administrative Company (USAC) website (www.usac.org)).

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

This contract is for the supply of cable installation and verification services to CMS customers and to CMS on behalf of State Agencies.

This contract covers installation and maintenance of cable (including but not limited to cat6 and cat6a) and fiber optic cable within CMS customers and State Agencies. CMS and CMS customers, including Illinois schools and libraries, are eligible to place orders against this contract.

Requirements relating to installation and maintenance of cable (including but not limited to cat6 and cat6a) and fiber optic cable are specified as below.

The vendor shall comply with the following:

- Vendor shall serve the full geographic area of the state.
- All new cable shall be Category 6, Category 6A, single mode fiber or multi-mode fiber.
- Plenum rated cable shall be used where necessary based on individual school or library construction and fire code.
- All new cable and fiber runs shall be tested to BICSI standards for ten gigabit per second Ethernet.
- All wiring/cable and fiber shall be Underwriter Laboratories listed in accordance with the latest American National Standards Institute / Telecommunications Industry Association / Electronic Industries Alliance (ANSI/TIA/EIA) standards.
- In multi-floor, multi-closet or multi-building environments, intermediate distribution frames shall be employed, and the Vendor shall provide all required materials (including but not limited to blocks, brackets, protection and enclosures).
- All low voltage installations must be designed and installed in accordance with then-current BICSI and industry standards.
- Vendor shall submit a complete set of installation drawings, detailing location of all hardware, cabling, and wiring for each site that is installed upon request. Visio drawings detailing the network shall be included.

- All distribution frames, patch panels, station cables and devices shall be securely mounted to a floor, wall or other stationary fixture, except where a variance is approved by the school or library, and shall be professionally labeled with unique identification number(s).
- All Category 6 data wiring used shall be Gigabit, Twisted 4 pair, Premium Performance Category 6 cable. Category 6 cable shall be properly installed and terminated to meet specifications. The cable shall not be kinked or bent too tightly (the bend radius should be at least four times the outer diameter of the cable). The wire pairs shall not be untwisted and the outer jacket must not be stripped back more than 0.5 in (12.7 mm). When used for 10/100/1000BASE-T, the maximum allowed length of a Cat 6 cable is 100 meters (328 ft.). Plenum Rated wiring shall be used in open/drop ceilings environments when run is exposed. Plenum flex duct with pull line is the preferred installation method.
- In each Interior location where a splice to a riser cable or any other cable is required because of reel ends, distribution legs, or terminal stubs, the cable shall be spliced with industry accepted compression connectors (e.g., 3M SCOTCHLOK, AMP/TYCO, 3M MS² mass splicing connectors, or approved equal), the sheaths bridged through and enclosed in an industry accepted splice enclosure suitable to the location. The use of connecting blocks (e.g. "66 blocks") will not be an acceptable splicing method. Vendor shall comply using best practice according to BICSI, ANSI/TIE/EIA and Panduit industry standards.
- Vendor shall place Jet Line in interior conduit/flex-duct and 2500 pound Pull Strength Mule Tape in Exterior Conduits.
- Vendor shall provide tabulated test results to the school or library for all orders requesting installations to assure compliance with these specifications prior to final acceptance by the school or library.
- All duct and conduit ends shall have cable protection bushings installed.
- Fiber cabling and associated items used for installation and maintenance of the systems shall meet the following specifications.
 - Multimode Fiber Specifications:
 - Multimode fiber may be required depending on design criteria.
 - Fibers to have dual wavelength capability transmitting at 850 and 1300nm ranges.
 - All fibers shall be color coded to facilitate individual fiber identification. Fibers shall have D-LUX[®] coating or approved equivalent to ensure color retention, minimize micro bending losses and improve handling. The coating shall be mechanically strippable.
 - Single-Mode Fiber Specifications (1310-1550 nm)
 - All fiber shall be color coded to facilitate individual fiber identification.

- Fiber shall have D-LUX[®] coating or approved equivalent to ensure color retention, minimize micro bending losses and improve handling. The coating to be mechanically strippable.
 - Supporting parts and supplies are to be identified separately. Any substitute parts or supplies shall have prior CMS written approval.
- Vendor shall provide certified technicians and material for the installation and maintenance of local house, station and riser cabling, outside plant cabling and inside/outside fiber. Vendor shall maintain riser, horizontal and inter-building cable and fiber in all building environments, in addition to the distribution frames.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. Given the changing marketplace and the evolution of technology, the State, during any term of the contract, may review new and enhanced products, maintenance and support services, or equipment offered by Vendor that are within the scope of the contract and underlying procurement. In addition, if an item becomes discontinued or otherwise not available during any term, the vendor may propose to substitute an equivalent or better product. Prices and rates for any product or service offered may be revised downward from the contract price, but not upward. Similarly, discount schedules may be increased from the original contract, but not decreased. Any new technology the State takes advantage of must, at a minimum, replace a function or solution that the contract already covers.

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: Vendor must have a Service Provider Identification Number (SPIN) issued by the USAC, must not be in red light status with USAC and must comply with all E-rate rules during the term of this Contract and any renewal options. All installers shall be Building Industry Consulting Service International (BICSI) certified.

1.5. TRANSPORTATION AND DELIVERY: N/A

1.6. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.6.1. Will subcontractors be utilized? Yes No

- Subcontractor Name: Demarc Electric and Communications, LLC

Amount to be paid: TBD

Address: 701 N. Columbine Avenue, Lombard, IL 60148

Description of work: Complete technology integrator

- Subcontractor Name: Electri-Comm, Inc.

Amount to be paid: TBD

Address: 111 N.Locust Street, Manteno, IL 60950-1248

Description of work: Complete technology integrator

- 1.6.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

- 1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Throughout the State of Illinois

Value of services performed at this location: 100%

2. PRICING

3.

2.1 TYPE OF PRICING:

- 2.1.1 Vendor's price shown below is based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

Cable and cable installation services are requested on a time and material basis.

Patch Panels PANDUIT	Material Cost
Cat 5 - 24 PORT	\$158.00
Cat 5 - 48 PORT	\$299.00
Cat 5 - 96 PORT	\$495.00
Cat 6 - 24 PORT	\$211.00
Cat 6 - 48 PORT	\$438.00
Cat 6 - 96 PORT	\$655.00
Cat 6a - 24 PORT	\$295.00
Cat 6a - 48 PORT	\$575.00
Cat 6a - 96 PORT	\$Not Available

Patch Cables	Material Cost
Cat 5 - 3 FT	\$3.60
Cat 5 - 5 FT	\$4.20
Cat 5 - 10 FT	\$5.20
Cat 5 - 14 FT	\$6.50
Cat 5 - 20 FT	\$10.20
Cat 5 - 25 FT	\$11.50
Cat 6 - 3 FT	\$5.25
Cat 6 - 5 FT	\$6.00
Cat 6 - 10 FT	\$7.40
Cat 6 - 14 FT	\$7.90
Cat 6 - 20 FT	\$9.95
Cat 6 - 25 FT	\$10.30
Cat 6a - 3 FT	\$8.45
Cat 6a - 5 FT	\$9.50
Cat 6a - 10 FT	\$12.20
Cat 6a - 14 FT	\$15.00
Cat 6a - 20 FT	\$17.60
Cat 6a - 25 FT	\$21.00

Station Wiring/Cabling *Priced per foot	Per Foot
4PR NON-PLENUM W/JACK	\$.20, Jack \$3.75
6PR NON-PLENUM W/JACK	\$.20, Jack \$4.25
25PR NON-PLENUM	\$.80
50PR NON-PLENUM	\$1.50
75PR NON-PLENUM	\$2.30
100PR NON-PLENUM	\$2.85
200PR NON-PLENUM	\$5.60
4PR PLENUM W/JACK	\$.24, Jack \$3.75
6PR PLENUM W/JACK	\$.44, Jack \$4.25
25PR PLENUM	\$1.14
50PR PLENUM	\$2.04
75PR PLENUM	\$3.20
100PR PLENUM	\$4.20
200PR PLENUM	\$8.10
CAT 6, 1071 W/ JACK, NON-PLENUM *	\$.28, Jack \$7.10
CAT 6, 2071 W/ JACK, PLENUM*	\$.50, Jack \$7.10
CAT 6, 1081 W/ JACK, NON-PLENUM*	\$.30, Jack \$7.10
CAT 6, 2081 W/ JACK, PLENUM*	\$.94, Jack \$7.10
CAT 6a, 1071 W/ JACK, NON-PLENUM*	\$.32, Jack \$10.75
CAT 6a, 2071 W/ JACK, PLENUM*	\$.62, Jack \$10.75
CAT 6a, 1081 W/ JACK, NON-PLENUM*	\$N/A
CAT 6a, 2081 W/ JACK, PLENUM*	\$N/A

*Model referenced is no longer available by Systemax. We have bid an equal to the specifications by General Cable

LIUs	Material Cost
12 Fiber Wall Mount LIU	\$190.00
24 Fiber Wall Mount LIU	\$225.00
48 Fiber Wall Mount LIU	\$290.00

FIBER OPTIC JUMPERS – All MM fiber is bid using 62.5	Material Cost
SC-STD-MM 1 Meter Fiber Jumper	\$10.00
SC-STD-MM 2 Meter Fiber Jumper	\$11.10
SC-STD-MM 3 Meter Fiber Jumper	\$11.90
SC-STD-MM 5 Meter Fiber Jumper	\$13.00
SC-STD-MM 10 Meter Fiber Jumper	\$15.25
SC-STD-MM 1 Meter Fiber Jumper	\$10.00
SC-STD-MM 2 Meter Fiber Jumper	\$11.00
SC-STD-MM 3 Meter Fiber Jumper	\$11.90
SC-STD-MM 5 Meter Fiber Jumper	\$13.00
SC-STD-MM 10 Meter Fiber Jumper	\$15.00
LC-LC-MM 4 Foot Fiber Jumper	\$14.00
LC-LC-MM 5 Foot Fiber Jumper	\$14.90
LC-LC-MM 10 Foot Fiber Jumper	\$15.90

LC-LC-MM 20 Foot Fiber Jumper	\$18.50
SC-SC-MM 4 Foot Fiber Jumper	\$11.00
SC-SC-MM 5 Foot Fiber Jumper	\$11.40
SC-SC-MM 10 Foot Fiber Jumper	\$12.45
SC-SC-MM 15 Foot Fiber Jumper	\$13.60
SC-SC-MM 20 Foot Fiber Jumper	\$15.25
SC-SC-MM 25 Foot Fiber Jumper	\$16.00
LC-SC-MM 4 Foot Fiber Jumper	\$12.80
LC-SC-MM 6 Foot Fiber Jumper	\$12.10
LC-SC-MM 10 Foot Fiber Jumper	\$13.40
LC-SC-MM 20 Foot Fiber Jumper	\$13.40
LC-ST-MM 4 Foot Fiber Jumper	\$11.30
LC-ST-MM 6 Foot Fiber Jumper	\$14.50
LC-ST-MM 10 Foot Fiber Jumper	\$15.00
LC-ST-MM 20Foot Fiber Jumper	\$17.00

FIBER OPTIC CABLING – All MM fiber is 62.5	Per Foot
6 Strand MM Indoor Fiber	\$.70
12 Strand MM Indoor Fiber	\$1.43
24 Strand MM Indoor Fiber	\$2.68
36 Strand MM Indoor Fiber	\$5.14
48 Strand MM Indoor Fiber	\$6.75
72 Strand MM Indoor Fiber	\$10.28
144 Strand MM Indoor Fiber	\$21.26
6 Strand SM Indoor Fiber	\$.41
12 Strand SM Indoor Fiber	\$.76
24 Strand SM Indoor Fiber	\$1.42
36 Strand SM Indoor Fiber	\$2.80
48 Strand SM Indoor Fiber	\$3.34
72 Strand SM Indoor Fiber	\$4.97
144 Strand SM Indoor Fiber	\$11.20
6 Strand MM Plenum Indoor Fiber	\$.88
12 Strand MM Plenum Indoor Fiber	\$1.51
24 Strand MM Plenum Indoor Fiber	\$3.39
36 Strand MM Plenum Indoor Fiber	\$6.56
48 Strand MM Plenum Indoor Fiber	\$8.48
72 Strand MM Plenum Indoor Fiber	\$12.44
144 Strand MM Plenum Indoor fiber	\$23.05
6 Strand SM Plenum Indoor Fiber	\$.46
12 Strand SM Plenum Indoor Fiber	\$.88
24 Strand SM Plenum Indoor Fiber	\$1.84
36 Strand SM Plenum Indoor Fiber	\$3.88
48 Strand SM Plenum Indoor Fiber	\$4.50
72 Strand SM Plenum Indoor Fiber	\$7.22
144 Strand MM Plenum Indoor Fiber	\$22.00
6 Strand MM Outside Plant	\$1.40
12 Strand MM Outside Plant	\$1.62

24 Strand MM Outside Plant	\$2.78
36 Strand MM Outside Plant	\$3.66
48 Strand MM Outside Plant	\$4.80
72 Strand MM Outside Plant	\$6.96
96 Strand MM Outside Plant	\$9.44
6 Strand SM Outside Plant	\$.30
12 Strand SM Outside Plant	\$.38
24 Strand SM Outside Plant	\$.50
36 Strand SM Outside Plant	\$.58
48 Strand SM Outside Plant	\$.75
72 Strand SM Outside Plant	\$.92
96 Strand SM Outside Plant	\$1.06
144 Strand SM Outside Plant	\$1.64
288 Strand SM Outside Plant	\$2.98

6 Strand MM Indoor/Outdoor Fiber	\$.82
12 Strand MM Indoor/Outdoor Fiber	\$1.48
24 Strand MM Indoor/Outdoor Fiber	\$2.74
36 Strand MM Indoor/Outdoor Fiber	\$5.34
48 Strand MM Indoor/Outdoor Fiber	\$6.72
72 Strand MM Indoor/Outdoor Fiber	\$10.99
96 Strand MM Indoor/Outdoor Fiber	\$12.37
6 Strand SM Indoor/Outdoor Fiber	\$.58
12 Strand SM Indoor/Outdoor Fiber	\$.78
24 Strand SM Indoor/Outdoor Fiber	\$1.64
36 Strand SM Indoor/Outdoor Fiber	\$2.75
48 Strand SM Indoor/Outdoor Fiber	\$3.48
72 Strand SM Indoor/Outdoor Fiber	\$5.18
96 Strand SM Indoor/Outdoor Fiber	\$6.20
144 Strand SM Indoor/Outdoor Fiber	\$10.36
288 Strand SM Indoor/Outdoor Fiber	\$16.01

UNDERGROUND & AERIAL CABLING	Per Foot
22 Gauge Underground Cable (Gel Filled/Shielded)	\$1.50
24 Gauge Underground Cable (Gel Filled/Shielded)	\$1.05
22 Gauge Arial Cable	\$2.20
24 Gauge Arial Cable	\$1.75

Hourly Technician rate for cable installation and maintenance services.

	Per hour / per technician-Installation
M-F, 8am-5pm	\$120.00
M-F, 5pm-8am	\$178.00
Saturdays/Sundays	\$178.00
Holidays	\$235.00
	Per hour / per technician-Maintenance
M-F, 8am-5pm	\$120.00
M-F, 5pm-8am	\$178.00
Saturdays/Sundays	\$178.00
Holidays	\$235.00

2.2 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

2.3 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: See Tables in Section 2.1.2.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1. Agency/University Formula for Determining Renewal Compensation: Same as original term.

2.4.2.2. Vendor's Price for Renewal(s): See Tables in Section 2.1.2.

2.5 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$TBD without a formal amendment.

4. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of 60 months. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of 60 months in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.6 SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or CMS reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and CMS' election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

5. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice on a per order basis.

Send all CMS invoices to:

Agency/University:	Innovation and Technology
Attn:	Invoice Processing
Address:	120 West Jefferson- 3 rd floor
City, State Zip	Springfield, IL 62702

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State. Upon written notice to the Vendor, CMS may transfer or assign to the Department of Innovation and Technology (DoIT) this contract, in whole or in part.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its

employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the

Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached

as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

Click here to enter text.

- Required Federal Clauses, Certifications and Assurances

Click here to enter text.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

- Agency/University Specific Terms and Conditions

Click here to enter text.

- Other (describe)

Letter of Intent and Utilization Plan

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Click here to enter text.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22037476 Procurement/Contract #: 16-95325

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20142803 IPG Expiration Date: 12/7/16

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CMS	Telecommunications Installation and Support	Current	\$30,000,000.00	CIC5805850
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

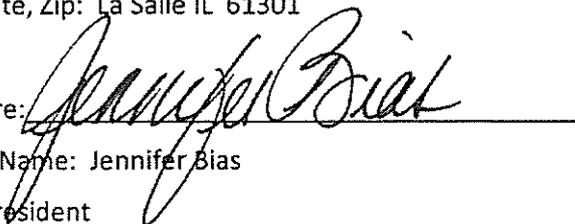
As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Ficek Electric & Communication Systems, Inc. Phone: 815-223-2775
 Street Address: 12 Gunia Drive Email: jbias@ficekelectric.com
 City, State, Zip: La Salle IL 61301 Vendor Contact: Jennifer Bias

Signature: 
 Printed Name: Jennifer Bias
 Title: President

Date: 1/5/16

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

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. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Jennifer Bias

Business Name: Fick Electric & Communication Systems, Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 36-3875246

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____



Date: January 5, 2016

Vendor Registration: View Form



General Info Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations
Ficek Electric & Communication Systems, Inc. System Vendor Number: 20142803

[Return to Main Form](#)

Vendor Registration

Form Name **F - G. Certifications & Board of Elections**
 Description **Complete section F - G, in order to submit the form.**
 Date Submitted **12/7/2015**
 Status **Accepted**
 Business Name **Ficek Electric & Communication Systems, Inc.**
 Point of Contact **Jennifer Bias**
 Flag Form **Add Flag**

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract. F
 Yes
2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3 F
 N/A
3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable F
 Yes
4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80 F
 Yes
5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5 F
 Yes
6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10 F
 Yes
7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5 F
 Yes
8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60 F
 Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

Yes

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

Yes

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

Yes

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

Yes

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

Yes

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

Yes

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

Yes

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

Yes

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

N/A

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
12615

Additional Information

Staff Attached File(s)

Attach File

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Vendor Registration: View Form



General Info Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations
Ficck Electric & Communication Systems, Inc. System Vendor Number: 20142803

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	12/7/2015
Status	Accepted
Business Name	Ficck Electric & Communication Systems, Inc.
Point of Contact	<u>Jennifer Bias</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

No

C. Instrument of Ownership or Beneficial Interest

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by
<u>IPG_Percentage_of_Ownership</u> (DOCX)	Jennifer Bias on
<u>IPG_Percentage_of_Ownership_and_Distributive_Income_Form_-_2015.docx</u>	12/2/2015
(DOCX, 146.58 KB)	

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway

Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide

goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess

of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

1

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

1

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

1

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

1

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had

1

a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

1

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

1

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

1

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

1

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No



Additional Information

Staff Attached File(s)

Attach File

Refresh List after attaching file(s).

Customer Support

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Ficek Electric & Communication Systems, Inc.

DBA: Illinois On-Call

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Jennifer Bias	388 N. 35 th Road La Salle IL	100%	Click here to enter text.	N/A	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Ficek Electric & Communication Systems, Inc.

DBA: Click here to enter text.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Jennifer Bias	388 N 35 th Road La Salle IL 61301	100%	N/A	N/A	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22037476 Procurement/Contract #: 16-95325

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20321585 IPG Expiration Date: 7/19/2016

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). X Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. X Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes X No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: [Click here to enter text.](#)

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				
Click here to enter text.				

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Demarc Electric and Communications

Phone: 312-434-6631

Street Address: 701 N. Columbine Ave.

Email: dinobarrat@cs.com

City, State, Zip: Lombard, IL 60148

Vendor Contact: Donald Barratt

Signature: 

Date: January 4 2016

Printed Name: Donald Barratt

Title: President

Vendor Registration: View Form

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Demarc Electric and Communications

System Vendor Number: 20321585

[Return to Main Form](#)
Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	7/19/2015
Status	Accepted
Business Name	Demarc Electric and Communications
Point of Contact	<u>Donald Barratt</u>
Flag Form	Add Flag

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

Yes

2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

Yes

3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable

Yes

4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

Yes

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60

Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

Yes

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

Yes

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

Yes

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

Yes

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

Yes

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

Yes

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

Yes

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

Yes

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
27390

Additional Information

Staff Attached File(s)

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Vendor Registration: View Form

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Demarc Electric and Communications

System Vendor Number: 20321585

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	7/19/2015
Status	Accepted
Business Name	Demarc Electric and Communications
Point of Contact	<u>Donald Barratt</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

No

C. Instrument of Ownership or Beneficial Interest

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Donald Barratt on 7/15/2015
<u>IPG_Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)

Attach File

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Demarc Electric and Communications

DBA: Click here to enter text.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Donald R. Barratt	701 N. Columbine Ave Lombard, Illinois 60148	100%	\$80,000	100%	\$80,000
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22037476 Procurement/Contract #: Click here to enter text. **16-45325**

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: Click here to enter text. **20314042** IPG Expiration Date: Click here to enter text. **02/24/2016**

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISTHA	REPLACE 10 ATS 7 BYPASS SWITCHES	99% COMPLETE	453,000	R HANBA RR-12-C-8103
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: ELECTRI-COMM, INC

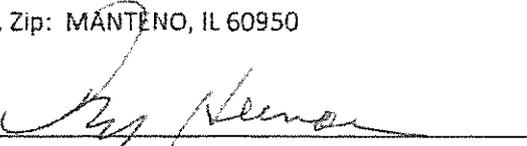
Phone: 815-468-1600

Street Address: 111 N LOCUST ST

Email: PAT@ELECTRI-COMM.COM

City, State, Zip: MANTENO, IL 60950

Vendor Contact: PAT HEENAN

Signature: 

Date: 12/31/2015

Printed Name: PATRICK M HEENAN

Title: PRESIDENT

Vendor Registration: View Form

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ELECTRI-COMM, INC.

System Vendor Number: 20314042

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Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	2/3/2016
Status	Accepted
Business Name	ELECTRI-COMM, INC.
Point of Contact	<u>PAT HEENAN</u>
Flag Form	<u>Add Flag</u>

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

Yes

2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

N/A

3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable

Yes

4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

Yes

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60

Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

Yes

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

Yes

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

Yes

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

Yes

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

Yes

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

Yes

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

Yes

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

Yes

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

N/A

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.

13972

Additional Information

Staff Attached File(s)

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ELECTRI-COMM, INC.

System Vendor Number: 20314042

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	2/3/2016
Status	Accepted
Business Name	ELECTRI-COMM, INC.
Point of Contact	<u>PAT HEENAN</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

No

C. Instrument of Ownership or Beneficial Interest

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX)	Attached by PAT HEENAN on 1/11/2016

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)

Attach File

[Refresh List](#) after attaching file(s).

Customer Support

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name ELECTRI-COMM, INC.

DBA: Click here to enter text.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
PATRICK M HEENAN	925 S CHICAGO AVE, KANKAKEE, IL 60901	100%	50,000	100%	2415
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

Ficek Electric & Communications Systems, Inc. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for CMS - E-rate Category 2 Internal Connections, Illinois Procurement Bulletin Reference Number 22,037,476. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Jennifer Bias

Title: President

Telephone: 815-223-2775

Email: jbias@ficekelectric.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

Ficek Electric & Communication, Inc. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for **CMS - E-rate Category 2 Internal Connections (RFP)**, Illinois Procurement Bulletin Reference Number 22 037 476. We understand that all subcontractors must be certified with the CMS Veteran Small Business Program at the time of submission of all bids/offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Jennifer Bias

Title: President

Telephone: 815-223-2775

Email jbias@ficekelectric.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: CMS - E-rate Category 2 Internal Connections Project/Solicitation Number: 22037476

Name of Prime Vendor: Ficek Electric & Communication Systems, Inc. BEP/VSB Compliance Contact: Jennifer Bias

Address: 12 Gunia Drive

City: La Salle State: IL Zip Code: 61301

Telephone: 815-223-2775 Fax: 815-224-5097 Email: jbias@ficekelectric.com

Name of Certified BEP or VSB Vendor: Demarc Electric and Communications, LLC

Address: 701 N. Columbine Ave. BEP/VSB Compliance Contact: Donald Barratt

City: Lombard State: Illinois Zip Code: 60148

Telephone: (312) 434-6631 Fax: (630) 620-8582 Email: dinobarrat@cs.com

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: _____

Proposed 3 % of Contract to be performed by the BEP/VSB Vendor.

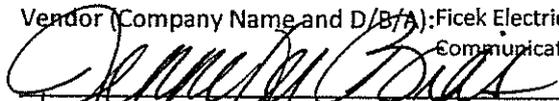
Proposed Subcontract Amount, if known \$ _____

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified BEP VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A): Ficek Electric & Communication Systems, Inc.

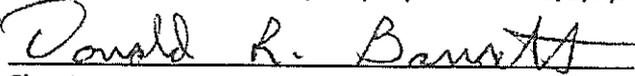

Signature

Print Name: Jennifer Bias

Title: President

Date: 12/31/2015

Certified BEP/VSB Vendor (Company Name and D/B/A):


Signature

Print Name: Donald Barratt

Title: President

Date: 01/04/2016

Procurement Business Case 16-000000095325

General

Project Title Category 2 Internal Connections - RFP
Status Vendor Selected
sub
Requesting Agency CMS-Central Management Services

Info

Agency Reference Number PRV00000035044
Creator Name Gary Doering
Procurement End User Essam El Beik
APO Name Ron Wilson
APO Phone 217-557-0495
APO Email Ron.Wilson@Illinois.gov
Relevant Category Telecom
Detail Object Code 1700 Telecommunications
Will a Solicitation/Bid be posted to IPB? Yes
Will a Notice be Posted to IPB? Yes
In which fiscal year is procurement to begin? 2016
Is this a multi-year (exceeds 12 months) contract? Yes
Is this a legal contract within CPO 33 No
Nature of Request Telecom
If Amendment Extension, Renewal or Order Against Master, Enter the Original Contract Number
Procurement Approach RFP
Special Condition None
Potential Small Business Set Aside? No
Potential BEP / VBP Participation Goal? Yes
Code T100
Class Telecommunications
ARRA Federal Recovery Funded No
CFDA #
Federal Project Title

Contract Info

Type of Contract Master Contract
Expected Start Date 01/01/2016
Expected End Date 12/31/2026
Is the Expected Start Date Firm? No

<u>Contract Term</u>	<u>Contract Length (Months)</u>	<u>Contract Value</u>
Initial Term	60	\$75,000,000.00
Renewal 1	60	\$75,000,000.00

Total 120 \$150,000,000.00
These Values are Estimated
Is Third Party Financing Required? No

Procurement Business Case 16-00000095325

<u>Funding Source</u>	<u>Fiscal Year</u>	<u>Value</u>
0312 - COMMUNICATIONS REVOLVING	2016	\$7,500,000.00
0312 - COMMUNICATIONS REVOLVING	2017	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2018	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2019	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2020	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2021	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2022	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2023	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2024	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2025	\$22,500,000.00

Justification

Programmatic Objective

CMS is seeking approval to publish an RFP for Category 2 Internal Connections. The product / service being procured is from one of the following categories. (i) Equipment and associated professional services (ii) Cable Installation and Verification Services (iii) Managed Internal Broadband Services.

(i) Equipment and Associated Professional Services covers standards compliant Wi-Fi and wired Ethernet equipment to support high speed broadband within an agency location. This category includes maintenance and professional services, that includes Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing.

(ii) Cable Installation and Verification services covers installation and maintenance of cat 6 cable and fiber optic cable within agency building premises

(iii) Managed Internal Broadband Services covers services provided by the Vendor for the operation, management and monitoring of Wi-Fi and wired Ethernet equipment.

Ship to : NA

Criteria #4:

The products and services in this procurement allows to more cost effectively upgrade agency locations with internal Wi-Fi, LAN and cabling than currently. The products and services will only be procured if pricing is lower than other Illinois State Master contracts. This procurement provides an alternative source of products and services, some of which exist on other State Master contracts.

Economic Justification

Not procuring the product/service in this procurement would mean agency locations would not benefit from lower pricing for certain products and services. Agencies would still need to purchase products and services but at a higher price point given in other State Master Contracts.

Fund: 999999 CMS Master Contract
 Service Center / Cost Code: 48217 / 83
 Cost: \$150,000,000.00 estimate based on existing purchasing trends from the Cisco and Ficek contracts

History Background

This is the first time CMS/ICN have published a Category 2 RFP

IT / Telecom

SPO

Governance Required?

No

Account Charge

Other

Comments

Procurement Business Case 16-000000095325

EPMO

Governance Required? No
Governance Approved? No
Was this Approved with Conditions? No
Conditions

IPB

IPB Reference Number 22037476
Date Solicitation Posted to IPB 11/20/2015 12:00:00AM
Bid Opening Date 1/11/2016 12:00:00AM
Bid Opening Time 2:00:00PM
Bid Opening Location Springfield
Project Contact Person Tyrone Forte
Project Contact Phone 312-814-5655
Project Contact Fax 312-814-6886
Project Contact Email Tyrone.Forte@illinois.gov
Date Award Posted
Notice Expiration Date
Conference Date 12/10/2015 12:00:00AM
Conference Time 11:00:00AM
Conference Location Teleconference Conference Bridge # 888-494-4032 Access: 908 079 5086#
Conference Mandatory No

Approvals

<u>Approvers</u>	<u>Approver Name</u>	<u>Signature Status</u>	<u>Approver Signature</u>	<u>Alternate Signature</u>	<u>Signature Date</u>
NSUTTON	Norma Sutton	Approved	NSUTTON		8/31/2015 10:13:29AM
andre.bouravnev;mark.lc	Enterprise Architecture T	Approved	john.leonard		8/31/2015 10:13:31AM
randy.anderson;trey.mcgee	BCCS -EPMO	Approved	randy.anderson		9/1/2015 9:07:29AM
tracy.mcgee;brian.turner	Fiscal Approver	Approved	tracy.mcgee	JRAY	9/1/2015 9:07:30AM
steve.nation;LSORENSO	BCCS -CTO -COO	Approved	LSORENSO		9/1/2015 9:07:32AM
jonelle.brent;hardik.bhatt	BCCS -COS -Dep. Direc	Approved	jonelle.brent		9/1/2015 9:07:33AM
TFORTE;james.ellenberg	Procurement PM IT-Tele	Approved	james.ellenberg		9/4/2015 11:02:03AM
RLARSON	Procurement OMB Role	Approved	RLARSON		12/8/2015 12:58:18PM

Procurement Business Case 16-000000095325

Award Info

<u>Vendor</u>	Ficek Electric & Communications Systems Inc.
<u>Address 1</u>	12 Gunia Drive
<u>Address 2</u>	
<u>City</u>	LaSalle
<u>State</u>	IL
<u>Vendor Award</u>	Yes
<u>Value of the Contract?</u>	\$ 30,000,000.00
<u>Actual Start Date</u>	07/15/2016
<u>Actual End Date</u>	06/30/2021
<u>Was this procurement a Small Business Set-Aside?</u>	No
<u>Contract Number</u>	CMS795325A
<u>Date Award Posted to IPB</u>	
<u>Date Contract Signed</u>	
<u>Is Vendor State Use?</u>	No
<u>Are there subcontractors?</u>	No
<u>Is there a BEP Goal Requirement for contract?</u>	Yes
<u>Is Vendor BEP Certified?</u>	No
<u>Is there a VBP Goal Requirement for contract?</u>	Yes
<u>Is Vendor VBP Certified?</u>	No
<u>Vendor Profile</u>	Illinois Business

<u>Vendor</u>	Education Networks of America
<u>Address 1</u>	618 Grassmere Park Drive
<u>Address 2</u>	Suite 12
<u>City</u>	Nashville
<u>State</u>	TN
<u>Vendor Award</u>	Yes
<u>Value of the Contract?</u>	\$ 30,000,000.00
<u>Actual Start Date</u>	07/15/2016
<u>Actual End Date</u>	06/30/2021
<u>Was this procurement a Small Business Set-Aside?</u>	No
<u>Contract Number</u>	CMS795325B
<u>Date Award Posted to IPB</u>	
<u>Date Contract Signed</u>	
<u>Is Vendor State Use?</u>	No
<u>Are there subcontractors?</u>	Yes
<u>Is there a BEP Goal Requirement for contract?</u>	Yes
<u>Is Vendor BEP Certified?</u>	No
<u>Is there a VBP Goal Requirement for contract?</u>	Yes
<u>Is Vendor VBP Certified?</u>	No
<u>Vendor Profile</u>	Out-of-State Business

Procurement Business Case 16-000000095325

<u>Vendor</u>	CDW Government LLC
<u>Address 1</u>	230 N. Milwaukee Ave.
<u>Address 2</u>	
<u>City</u>	Vernon Hills
<u>State</u>	IL
<u>Vendor Award</u>	Yes
<u>Value of the Contract?</u>	\$ 90,000,000.00
<u>Actual Start Date</u>	07/15/2016
<u>Actual End Date</u>	06/30/2021
<u>Was this procurement a Small Business Set-Aside?</u>	No
<u>Contract Number</u>	CMS795325C
<u>Date Award Posted to IPB</u>	
<u>Date Contract Signed</u>	
<u>Is Vendor State Use?</u>	No
<u>Are there subcontractors?</u>	No
<u>Is there a BEP Goal Requirement for contract?</u>	Yes
<u>Is Vendor BEP Certified?</u>	No
<u>Is there a VBP Goal Requirement for contract?</u>	No
<u>Is Vendor VBP Certified?</u>	No
<u>Vendor Profile</u>	Illinois Business

<u>Vendor</u>	Advanced Communications
<u>Address 1</u>	307 E. Chestnut St.
<u>Address 2</u>	
<u>City</u>	Fairbury
<u>State</u>	IL
<u>Vendor Award</u>	No
<u>Value of the Contract?</u>	
<u>Actual Start Date</u>	
<u>Actual End Date</u>	
<u>Was this procurement a Small Business Set-Aside?</u>	No
<u>Contract Number</u>	
<u>Date Award Posted to IPB</u>	
<u>Date Contract Signed</u>	
<u>Is Vendor State Use?</u>	
<u>Are there subcontractors?</u>	
<u>Is there a BEP Goal Requirement for contract?</u>	
<u>Is Vendor BEP Certified?</u>	
<u>Is there a VBP Goal Requirement for contract?</u>	
<u>Is Vendor VBP Certified?</u>	
<u>Vendor Profile</u>	Illinois Business

Procurement Business Case 16-000000095325

<u>Vendor</u>	Netech-Presido
<u>Address 1</u>	401 SW Water ST.
<u>Address 2</u>	Suite 601
<u>City</u>	Peoria
<u>State</u>	IL
<u>Vendor Award</u>	No
<u>Value of the Contract?</u>	
<u>Actual Start Date</u>	
<u>Actual End Date</u>	
<u>Was this procurement a Small Business Set-Aside?</u>	No
<u>Contract Number</u>	
<u>Date Award Posted to IPB</u>	
<u>Date Contract Signed</u>	
<u>Is Vendor State Use?</u>	
<u>Are there subcontractors?</u>	
<u>Is there a BEP Goal Requirement for contract?</u>	
<u>Is Vendor BEP Certified?</u>	
<u>Is there a VBP Goal Requirement for contract?</u>	
<u>Is Vendor VBP Certified?</u>	
<u>Vendor Profile</u>	Illinois Business

Award Justification

Please see evaluation tool

Procurement Business Case : 16-000000095325
Last Modified Date : 8/30/2016 1:08:46 PM
Work Log : 8/30/2016 1:08:46 PM kylie.carter
IT SPO: Approval of Ficek contract.

8/30/2016 12:55:48 PM chris.demeroukas
APO approved. Request SPO review/approval.

8/29/2016 2:58:05 PM KSEXTON
Recd Ficek signed contract - to VMO (Doering) for signature

7/21/2016 10:23:14 AM kylie.carter
IT SPO: Published NOA after confirmation from Vendors to hold pricing.

7/15/2016 11:35:20 AM ron.wilson
APO approval of NOA. Requesting SPO approval and publication.

7/11/2016 1:04:22 PM TFORTE
Completed award info

7/11/2016 12:56:37 PM TFORTE
Added DQ emails.

6/23/2016 1:39:34 PM craig.holloway
Button Pressed Vendor Selected craig.holloway for \$150000000.00 Total (Vendor Award = Yes) 6/23/2016 1:39:34 PM

6/23/2016 1:35:53 PM craig.holloway
award

6/23/2016 1:35:11 PM craig.holloway
Award

6/23/2016 1:18:38 PM tara.washington
.

6/23/2016 1:18:11 PM tara.washington
.

6/23/2016 1:13:49 PM craig.holloway
Award Tab

6/23/2016 1:13:08 PM craig.holloway
Award Tab

6/23/2016 1:11:14 PM craig.holloway
Award Tab Updated

12/16/2015 8:46:34 AM TFORTE
Updated extension of Due Date.

12/8/2015 12:59:34 PM TFORTE
Button Pressed Post to IPB TFORTE 12/8/2015 12:59:34 PM

12/8/2015 12:58:19 PM Remedy Application Service
Procurement Released by OMB

12/8/2015 12:58:17 PM RLARSON
Button Pressed Approve RLARSON 12/8/2015 12:58:17 PM

12/8/2015 11:04:30 AM TFORTE

Updated IPB tab

11/20/2015 8:37:29 AM MVONBEHR
SPO approval of Step 2.

9/18/2015 9:41:54 AM TFORTE
Updated routing

9/4/2015 11:02:03 AM Remedy Application Service
Approved by PM.

9/4/2015 11:02:03 AM james.ellenberg
Button Pressed Approve james.ellenberg 9/4/2015 11:02:02 AM

9/1/2015 9:07:33 AM Remedy Application Service
Approved by IT/Telecom.

8/31/2015 10:13:30 AM Remedy Application Service
Approved: APO approval level.

8/31/2015 10:13:29 AM NSUTTON
Button Pressed Approve NSUTTON 8/31/2015 10:13:29 AM

8/31/2015 8:20:10 AM GDOERING
Button Pressed Start Approval GDOERING 8/31/2015 8:20:10 AM

8/31/2015 8:19:45 AM GDOERING
Approval Process Started

8/31/2015 8:14:23 AM GDOERING
Created from Provisioning Request PRV000000035044.
The Fiscal Approver was: tracy.mcgee
and the Fiscal Approver Alternate was: JRAY

Project Title: Category 2 Internal Connections - RFP

1. Brief description of good/service:

The product / service being procured is from one of the following categories. (i) Equipment and associated professional services (ii) Cable Installation and Verification Services (iii) Managed Internal Broadband Services. This is an indefinite quantity Statewide Master Contract.

(i) Equipment and Associated Professional Services covers standards compliant Wi-Fi and wired Ethernet equipment to support high speed broadband within an agency location. This category includes maintenance and professional services, that includes Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing.

(ii) Cable Installation and Verification services covers installation and maintenance of cat 6 cable and fiber optic cable within agency building premises

(iii) Managed Internal Broadband Services covers services provided by the Vendor for the operation, management and monitoring of Wi-Fi and wired Ethernet equipment.

2. PBC Number: #16-95325

3. Estimated start date and length of term to include renewals:

Start Date: CMS Execution for 60 months

4. Is this a master contract?

Yes

5. Is this a Joint Purchasing contract?

Yes

6. Is there a BEP/Vet/Small Business Goal?

Yes.

7. Is this a new contract or renewal?

New Contract

8. Who are the primary agency users of this contract?

CMS All Agency

9. Value of contract – initial term and any renewals:

\$30,000,000.00