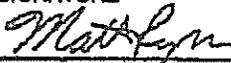
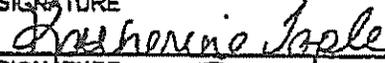
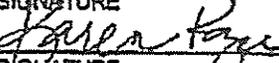
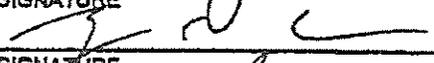
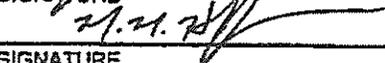




STATE OF ILLINOIS CONTRACT APPROVAL SHEET

Request ID: 16-00000095325	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 -- Education Networks of America Contract		

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
Matt Runven DoIT Legal* kms		10/24/16
Katherine Tople CMS Portfolio Manager or Designee*		10/11/16
Karen Pope Agency Chief Fiscal Officer**		11/1/16
Acting Ryan Green Chief Legal Counsel**		11/15/16
Michael M. Hoffman Agency Head**		11/17/16
	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 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 – Education Networks of America 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
Ficel 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.

STATE OF ILLINOIS

CONTRACT

Illinois Department of Central Management Services
E-rate Category 2 Internal Connections – Managed Broadband Services
CMS795325B

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)**

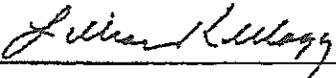
In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed 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 – Managed Broadband Services
 CMS795325B

VENDOR

Vendor Name: ENA Services, LLC, a subsidiary of Education Networks of America, Inc. (ENA)	Address: 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
Signature: 	Phone: (615) 312-6000
Printed Name: Lillian Kellogg	Fax: (615) 312-6099
Title: Senior Vice President	Email: lkellogg@ena.com
Date: 10-21-2016	

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: 11/17/16
Printed Name: Michael M. Hoffman	
Official's Title: Director	

Agency or University Reference # 95325 Project Title: E-Rate Category 2 Internal Connections Group 3

Contract # CMS795325B Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22037476 IPB Publication Date: 11/20/2015 Award Code: B

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source Obligation #

Small Business Set-Aside? Yes No

Minority Owned Business? Yes No Percentage

Female-Owned Business? Yes No Percentage

Persons With Disabilities Owned Business? Yes 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 Managed Internal Broadband Services (“ENA Air”) to CMS customers and to CMS on behalf of State Agencies throughout the full geographic area of the state. Managed Internal Broadband Services includes the management and operation of the LAN/WLAN, including installation, activation and initial configuration of equipment and on-site training of the use of equipment. The scenario where the school or library owns the equipment and the Vendor provides operations, management and monitoring services is also covered in this contract.

ENA Air shall include the following services:

Comprehensive Service: ENA Air includes all necessary site surveys, design, installation, engineering, hosted management and monitoring services, and post-activation heat mapping to verify your ENA Air Wi-Fi service meets and exceeds your expectations.

Design Excellence: ENA Air service includes the physical layer design of the wireless spectrum as well as the design and engineering of your SSIDs, Wi-Fi security, and network access policies, including integration with your local user database and ENA Air’s captive portal.

Infrastructure: ENA offers multiple hardware options as part of your ENA Air managed Wi-Fi service, in order to cater the solution to fit your needs.

Complete Installation and Implementation: ENA will supervise all installation of access points (APs) and switching devices associated with the implementation of ENA Air service. All installation work performed as part of the ENA Air implementation will be completed by licensed personnel.

Ongoing Monitoring, Management, and Support: As part of our Infrastructure as a Service (IaaS) approach, ENA Air is a fully managed solution, which means we’re always available to help ensure your network is working at its peak. ENA provides 24x7x365 monitoring of all APs and Power over Ethernet (PoE) switches, ENA-tested firmware and software upgrades of all ENA-managed components as required, ongoing troubleshooting, and Tier 1 through 3 support of all Wi-Fi issues.

Robust Reporting and Analytic Tools: ENA Air’s online, always available analytics and reporting tools let you know exactly what is happening on your Wi-Fi network.

ENA Air service shall support the following two options:

Option 1: ENA Air with new ENA-provided hardware (APs and PoE switching). This is ENA’s end-to-end solution offering all components (excluding cabling, per CMS’ specifications) for new installation of service along with ENA ongoing management and operation. As part of this solution, ENA plans to utilize Aerohive 802.11AC access points, using the AP130 in classrooms and the AP230 in common areas such

gymnasiums, libraries, auditoriums, and cafeterias. We also plan to utilize either Aerohive or Brocade Power over Ethernet (PoE) switches for these implementations, depending on the specific requirements of each individual facility.

Option 2: ENA Air managed internal broadband service utilizing existing customer-purchased and already installed equipment (access points and PoE switching). In this scenario, ENA supports all Aerohive access points that have not yet had an announced “End of Sale” date, all Aerohive switch models, most Brocade switch models including the ICX-7250 and ICX-7450 series, and most Cisco switching equipment. Our process for onboarding an existing network onto ENA Air managed internal broadband service includes a thorough assessment of the existing Wi-Fi and LAN environments and any recommendations for bringing the existing implementation up to industry standards and ENA best practices. If design and configuration remediation is needed post assessment, they may be provided by the customer or by ENA. We have included our full suite of professional service pricing in our **Optional Services Pricing**. We then validate the network and onboard the equipment to the ENA Air managed service, so that we can maintain, monitor, and troubleshoot any issues.

ENA Air Option 1 service shall include:

- 802.11a/b/g/n/ac (2.4Ghz and 5Ghz) wireless networking (latest RF frequencies and IEEE protocols) for all areas to be served with recommended minimum -67dBm RSSI in the 5GHz band in instructional areas and sufficient 2.4GHz coverage based on the number and type of legacy clients used for education, which will be determined with each implementation
- Sufficient capacity and coverage to enable indoor access in all instructional areas, core administrative areas, academic classrooms, frequently used study areas, media centers, assembly spaces, libraries, and administrative offices connecting district provided and district allowed mobile devices
- Design, installation, and ongoing management and monitoring of the Wi-Fi networking solution for the life of the service contract
- Automatic software updates to all ENA-managed components of the service throughout the service contract, based on ENA testing and customer requested functionality
- Network design and installation to:
 - Provide PoE and wired Ethernet connectivity to the locally installed Wi-Fi APs
 - Integrate the ENA Air wireless LAN (WLAN) service with the local area network (LAN), for access to local resources such as printers and file servers, as required
- All necessary service set identifiers (SSIDs), Wi-Fi security, and network policy design, implementation, and ongoing management, as required, to meet the evolving onboarding and security requirements of the organization
- Integration with local or shared user credentials database, including ENA Air captive portal, for Wi-Fi network authentication
- Integration with local dynamic host configuration protocol (DHCP), including whatever layer 2 or 3 integration is required to provide routing between WLAN and LAN subnets
- 24x7x365 proactive monitoring and maintenance
- Comprehensive online visibility for authorized staff
- Ongoing engineering, policy, and configuration changes as part of the ENA Air IaaS service
- Optional rogue AP detection and elimination

ENA Air Option 2 service shall include:

- Support for 802.11a/b/g/n/ac (2.4Ghz and 5Ghz) wireless networking (latest RF frequencies and IEEE protocols) for customers who have purchased and installed Aerohive access points, Aerohive switching, Brocade switching, or Cisco switching.
- Assessment of existing networks, onboarding, and ongoing management and monitoring of the Wi-Fi networking solution for the life of the service contract. Design and configuration remediation needed prior to onboarding is not included but available as an optional service.
- Automatic software updates to all ENA-managed components of the service throughout the service contract, based on ENA testing and customer requested functionality
- After onboarding to ENA Air, all necessary service set identifiers (SSIDs), Wi-Fi security, and network policy design, and ongoing management, as required, to meet the evolving device onboarding and security requirements of the organization
- Support for local or shared user credentials database, including ENA Air captive portal, for Wi-Fi network authentication
- Support of integration with local dynamic host configuration protocol (DHCP), including whatever layer 2 or 3 integration is required to provide routing between WLAN and LAN subnets
- 24x7x365 proactive monitoring and maintenance
- If any ENA-managed device malfunctions during the ENA Air service contract, ENA will notify district personnel as quickly as possible, attempt to remedy the situation with configuration changes, firmware updates, and/or other troubleshooting, and coordinate with customer for a customer-provided replacement of the malfunctioning component if replacement is necessary
- Comprehensive online visibility for authorized staff
- Ongoing engineering, policy, and configuration changes as part of the ENA Air managed internal broadband service
- Optional rogue AP detection and elimination

As part of ENA Air ongoing managed Wi-Fi services, authorized personnel will have access to robust and comprehensive analytics and diagnostic tools, available 24x7x365 at my.ena.com. These analytics shall include:

- Data utilization by day, week, month, and year, available by radio frequency (RF) (2.4 vs 5 GHz), SSID and AP
- Top ten users and APs, as measured by total data utilization, available in daily or monthly reports
- Max concurrent connected clients for the overall network, or a per SSID, AP or operating system-basis, available by day, week, month, and year
- Application visibility available on a daily, weekly, monthly, and yearly basis
- Operating system (OS) analysis, measuring the percentage of total unique devices of each major OS type, as well as total data utilization by OS type
- Detailed search options to find data specific to a unique client, user, SSID, or AP

ENA Air implementation plan shall include the following activities:

- Identify project team members along with roles and responsibilities

- Validate the list of sites in scope, including physical address, site contacts, access hours, and any unique requirements or restrictions
- Review the overall requirements for the Wi-Fi service
 - Proposed Wi-Fi local area network (WLAN) design, including planned equipment
 - The approach to place and connect wireless APs to achieve required network access coverage and capacity
 - Wi-Fi infrastructure management approach
- Request key information to support detailed project planning
 - If not already provided, blueprints of target sites to identify all areas requiring Wi-Fi service, including classrooms, library spaces, administrative areas, and common areas
 - If available, building layouts of telecommunications closets
 - Guidelines for site visits, badging requirements, and protocol for activity coordination with the sites
 - Determine critical milestone dates and deliverables
- Define overall project communications strategy and protocol
 - Determine frequency, content, and participants in update meetings
- Discuss requirements for change management policy and practice
- Agree upon escalation criteria and procedures
- Identify key test and validation criteria for all aspects of the solution
 - Identify required support process elements during project execution and in steady state
- Agree upon definition of successful project completion
- Confirm and establish follow-up (bi-weekly at minimum) project status meetings

Vendor project manager shall finalize and baseline the initial project plan. The plan encompasses site-specific timelines consisting of the following.

- Site survey activities
- Equipment, cabling, and supply orders
- Required site preparation and validation
- Installation of ENA provided PoE equipment and Wi-Fi APs
- Integration with the local LAN in each site
- Complete end-to-end testing to assure signal coverage, performance, and security

The Vendor shall provide the following support services:

1. **World Class Service Management Processes and Skills** – Utilizing best practice frameworks to enhance the comprehensive customer support model
2. **Hassle-free Service** – A customized, hassle-free, single point of contact support system including proactive customer notification for 24x7x365 monitored services
3. **Seamless and Responsive Service Procedures** – Immediate collaboration with focused engineering resources or on-site local field operations, ready to engage when needed
4. **Reliable Escalation Procedures** – Highly impactful and transparent escalation processes that include high-touch management attention

5. **Customer-accessible Online Service Center** – Very informative, always accessible, online technical tools to track service utilization, monitoring status, and ticket activity available to authorized customer personnel
6. **Comprehensive Training** – Help documentation, user guides, tutorials, and help videos for all our solutions and services

ENA Air Service Level Expectations

Overall Availability

- Target availability for ENA’s network management, monitoring, and on line reporting infrastructure is 99.99%.
- Local implementations of ENA Air will continue to provide full Wi-Fi service, including the ability to accept and authenticate new clients, even if connectivity to the ENA Air core network management infrastructure is unavailable.

Service Impacting Events

Service Issue Definitions

Minor

An issue with the Customer’s ENA Air service would be considered a “Minor issue” if any of the following conditions occur:

- A single AP is offline due to any condition but service is still available via other AP’s.
- A Move/Add/Change request to modify existing, working services that does not impact current or future use of the existing service.

Major

An issue with the Customer’s ENA Air service at any given end site would be considered a “Major issue” if any of the following conditions occur:

- A single switch is offline reducing availability to AP’s connected to the switch limiting service to a significant group of users.
- More than 3 AP’s are offline in a specific area that reduces the ability to connect at all in that area of the site.

Critical

An issue with the Customer’s Wireless LAN network at any given end site or core site would be considered “Critical issue” if any of the following conditions occur:

- Any service failure that affects ENA Air service to an entire site.
- Problems or outages of the ENA monitoring/management system not due to issues with the Customer-provided network.

Monitoring and Response

- ENA will notify the designated contact of an ENA Air service interruption, whether Minor, Major, or Critical, within 2 hours of the service-impacting event.
- For all service interruptions, whether detected via monitoring or via Customer call to the ENA CTAC to report a problem, the following target timelines apply:

ENA Air SLA Tier Response/Restoration*

Issue Level	Target Response Time	Target Restoration** Time (Customer Replacement)	Target Restoration** Time (ENA Replacement)
Critical	2 hours	4 hours	24 hours
Major	4 hours	8 hours	24 hours
Minor	8 hours	24 hours	48 hours

*Response will be defined as trouble isolation with communication back to the Customer and appropriate dispatch as required.

** If ENA dispatch is required, see On-Site Service section for additional service level considerations and associated charges.

Catastrophic Incident Response Times

In the event of a catastrophic incident, ENA will respond within four hours of cessation of the event with a situation assessment and service restoral plan. This plan may include efforts to restore partial or alternate services according to conditions, as well as new or upgraded services at alternate locations as dictated by the situation.

On-Site service:

On site response times for ENA field resources will vary somewhat based on location, but generally speaking, we expect to be on site with within 24 hours of notification for locations in major metropolitan areas, and within 48 hours for most other locations. Please note the following:

- ENA Air Scenario 1 service includes an on-site spare AP with instructions on how to use in case of failure of an ENA Air access point on site. It is ENA's expectation that local customer staff will work with ENA CTAC to install the on-site spare. If local staff cannot install the on-site spare, and ENA must dispatch resources, additional charges may apply. Please see SOW for more details.
- ENA Air Scenario 1 service includes re-installation of any failed or degraded switch installed as part of the ENA Service without additional charge.

Additional Conditions

Service availability measures do not apply in the event that ENA is unable to perform any of its obligations due to lack of access to Customer facilities or Customer personnel, failure of Customer equipment or network, damage to ENA equipment or facilities due to act of Customer, its personnel or third parties, failure or interruption of utilities or services provided by either Customer or third parties, which are not the fault of ENA or other force majeure events.

Vendor shall provide cabling services as an optional service component of the ENA Air service. If cabling is provided and billed to a CMS Customer, that cabling will be the property of the CMS customer.

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.

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: TeamingSolution for Education

Amount to be paid: TBD

Address: 105 West Adams, Suite 2306, Chicago, IL 60603

Description of work: Hardware Installation

- Subcontractor Name: Electri-Comm, Inc.

Amount to be paid: TBD

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

Description of work: Hardware Installation

- 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.

Please note that all pricing should conform to the Lowest Corresponding Price (LCP) rule. The LCP rule is summarized as follows:

47 C.F.R. § 54.511(b) Providers of eligible services shall not charge schools and libraries a price above the lowest corresponding price for supported services unless the Federal Communications Commission finds that the lowest corresponding price is not compensatory.

"Lowest corresponding price" is the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular school, library, or library consortium for similar services. 47 C.F.R. § 54.500(f).

Pricing for Small School and Medium School

Small School Characteristics

- 200 students
- 17 classrooms

Small School Equipment Required

- 20 Access points (1 per classroom plus one additional AP per 5 classrooms).
 - 802.11b/g/n/ac compatible
 - Dual band 2.4Ghz and 5Ghz
- Cloud or cloudless access point controller to control 20 Access Points
- 1 48 port switch
- 4 24 port switches
- PoE and PoE+

Medium School Characteristics

- 600 students
- 45 classrooms

Medium School Equipment Required

- 54 Access points (1 per classroom plus one additional AP per 5 classrooms).
 - 802.11b/g/n/ac compatible
 - Dual band 2.4Ghz and 5Ghz

- Cloud or cloudless access point controller to control 54 Aps
- 2 48 port switch
- 9 24 port switches
- PoE and PoE+

1) Cost per student to provide all equipment, operate and maintain the network for the small school scenario described above. This cost should assume all cabling has been complete and includes Vendor's installation and configuration of equipment.

\$ 240	Per Student
--------	-------------

2) Cost per student to provide all equipment, operate and maintain the network for the medium school scenario described above. This cost should assume all cabling has been complete and includes Vendor's installation and configuration of equipment.

\$ 175	Per Student
--------	-------------

3) Cost per student to operate and maintain the network for the small school scenario where the school has purchased and installed the equipment per the description above. Price includes the configuring of equipment (but not the installation).

\$ 140	Per Student
--------	-------------

4) Cost per student to operate and maintain the network for the medium school scenario where the school has purchased and installed the equipment per the description above. Price includes the configuring of equipment (but not the installation).

\$ 108	Per Student
--------	-------------

Service Notes:

1. The per student price for full managed internal broadband service for a representative small school, per CMS' requirements, includes a 2x2:2 AP in every classroom (17 total), a 3x3:3 AP in common areas (3 total), one Aerohive SR2148P switch, and four SR2124P switches, each capable of POE and POE+ with 10Gbps SFP+ uplink options. Service includes full design, installation, configuration, activation, validation, all specified equipment, and ongoing management, monitoring, and support for five years.
2. The per student price for full managed internal broadband service for a representative medium school, per CMS' requirements, includes a 2x2:2 AP in every classroom (45 total), a 3x3:3 AP in common areas (9 total), two Aerohive SR2148P switches, and nine SR2124P switches, each capable of POE and POE+ with 10Gbps SFP+ uplink options. Service includes full design, installation, configuration, activation, validation, all specified equipment, and ongoing management, monitoring, and support for five years.
3. The per student prices for full managed internal broadband service for an existing network include full assessment of the existing network, reconfiguration of the equipment to work with ENA's managed services, onboarding of all equipment to ENA Air management, and five years of network management, monitoring, and support. Please note that if the existing network does not meet suggested industry standards or ENA best

practices, additional professional services may be required to design, activate, and re-validate the network. ENA has provided separate pricing for these professional services in our Optional Pricing Section.

4. ENA acknowledges that the per student price for Option 1 is higher than the current USAC allocation of \$150/student for Category 2 services, including managed internal broadband services. However, this is primarily due to the fact that the student:AP ratio in both the small and medium school scenarios provided by CMS are 10:1 for the representative small school and 11.1:1 for the representative medium school. In ENA’s experience, a good estimate for student:AP ratio in a 802.11AC environment is 16:1. At a 16:1 AP:student ratio, the price per student for a small school would be \$150/student for five years of service, and the price per student for a medium school would be \$123/student for five years of service.
5. The equipment provided as part of the ENA Air service will be the property of the local school or institution. That entity may wish to insure the access points and switches and other equipment associated with ENA Air just as it would any other valuable asset.

Optional Services Pricing

Standard Price List – certain conditions and/or discounts may apply depending on location.

Wi-Fi and Wired LAN Equipment available with ENA Air and associated services			
<i>Equipment Type/Description</i>	<i>Quantity</i>	<i>Price (\$)</i>	<i>Comments</i>
Aerohive Wireless Access Points:			
AH-AP130/Standard 802.11AC 2x2:2 Access Point (AP130)	1	\$431	
AH-AP230 /Standard 802.11AC 3x3x3 Access Point (AP230)	1	\$575	
AH-AP370 /High Density 802.11AC Access Point (AP370)	1	\$719	
AH-AP390/ indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000, USB, FCC regulatory domain, without power supply	1	\$719	
AH AP250 / indoor 802.11ac WAVE2 MU-MIMO dual radio, full 3x3:3	1	\$719	
AH-AP1130/ Outdoor 802.11AC 2x2x2 Access Point (AP1130)	1	\$1,007	
Outdoor Antenna Kit (2x2.4GHz 5dBi and 2x5GHz 5dBi)	1	\$144	
Ethernet lightning protector kit for building entrance	1	\$179	
AH-ACC-ANT-4-2G/2.4Ghz RP-SMA female indoor 4dBi articulated antenna for AP390, AP350 and AP141	1	\$14	
AH-ACC-ANT-4-5G/5Ghz RP-SMA female indoor 4dBi articulated antenna for AP390, AP350 and AP141	1	\$14	
AH-ACC-300-ANT-KIT/ AP390, AP350 articulated indoor antenna kit (3x2.4Ghz 4dBi and 3x5Ghz 4dBi antennas)	1	\$40	
Aerohive Switches			
SR2024P/24 Port Switch (195W, all PoE ports, 1Gbps uplink) (SR2024P)	1	\$1,151	
SR2124P /24 Port Switch (400W, all PoE ports, 10Gbps uplink) (SR2124P)	1	\$1,727	
SR2148P/48 Port Switch (795W, all PoE ports, 10Gbps uplink) (SR2148P)	1	\$2,591	
SFPs and Other Accessories:			
Gigabit Ethernet SFP module - SX	1	\$42	
Gigabit Ethernet SFP module - LX	1	\$60	
10-Gigabit Ethernet SFP+ module - SR	1	\$258	
10-Gigabit Ethernet SFP+ module - LR	1	\$384	
10-Gigabit Ethernet SFP+ module – LRM	1	\$432	
SFP+ Direct Attach (stacking) Cable - 1M / passive	1	\$129	
SFP+ Direct Attach (stacking) Cable - 7M / passive	1	\$273	
900W Redundant Power System for SR2100 SW	1	\$1,439	
Brocade Switches and Accessories :			

ICX7250-48P-2X10G/ 48PT POE+ BDL 2X10G 6X1G SFP+ UPG	1	\$2,889	
ICX7250-48P-2X10G / 48PT POE+ BDL 2X10G 6X1G SFP+ UPG	1	\$2,889	
ICX7250-8X10G-LIC-POD /S/W ICX7250 2X10+6X1 TO 8X10 UPLNK STKNG	1	\$545	
ICX7250-24P-2X10G /24PT POE+ BDL 2X10G 6X1G SFP+ UPG	1	\$1,744	
ICX7250-24P-2X10G /24PT POE+ BDL 2X10G 6X1G SFP+ UPG	1	\$1,744	
ICX7250-8X10G-LIC-POD/ S/W ICX7250 2X10+6X1 TO 8X10 UPLNK STKNG	1	\$545	
ICX7250-24P /24PT POE+ 8X1G SFP+	1	\$1,445	
ICX7250-2X10G-LIC-POD /S/W ICX7250 8X1 TO 2X10+6X1 UPLNKSTKNG	1	\$763	
ICX7250-8X10G-LIC-POD /S/W ICX7250 2X10+6X1 TO 8X10 UPLNK STKNG	1	\$545	

HiveManager Online for customers who wish to manage their own Wired and Wi-Fi LAN implementations

<i>Service Description</i>	<i>Unit</i>	<i>Price (\$)</i>	<i>Comments</i>
HiveManager Online or HiveManager NG for one indoor 100 series AP (11n and 11ac) for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access, HiveManager NG applies only to AP121,141 and 130	1	\$40	
HiveManager Online or HiveManager NG for one indoor 100 series AP(11n and 11ac) for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access, HiveManager NG applies only to AP121,141 and 130	1	\$48	
HiveManager Online or HiveManager NG for one 802.11ac AP230 for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access	1	\$50	
HiveManager Online or HiveManager NG for one 802.11ac AP230 for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access	1	\$58	
HiveManager Online or HiveManager NG for one AP1130 for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access	1	\$73	
HiveManager Online or HiveManager NG for one AP1130 for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access	1	\$90	
HiveManager Online or HiveManager NG for one SR2024P Ethernet Switch for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access	1	\$83	
HiveManager Online or HiveManager NG for one SR2024P Ethernet Switch for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access	1	\$99	
HiveManager Online or HiveManager NG for one SR2124P Ethernet Switch for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access	1	\$115	
HiveManager Online or HiveManager NG for one SR2124P Ethernet Switch for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access	1	\$139	
HiveManager Online or HiveManager NG for one SR2148P Ethernet Switch for one year, includes 8x5 phone (Classic) support, software subscription, and customer portal access	1	\$163	
HiveManager Online or HiveManager NG for one SR2148P Ethernet Switch for one year, includes 24x7 phone (Select) support, software subscription, and customer portal access	1	\$199	

ENA Air Implementation and Management Services

<i>Service Description</i>	<i>Unit</i>	<i>Price (\$) IL</i>	<i>Price (\$) IL-Chicago</i>	<i>Comments</i>
ENA Air Managed Wi-Fi Services				
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	X-Small Site	\$21,000	\$22,300	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Small Site	\$28,200	\$29,700	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Medium Site	\$34,700	\$36,500	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Large Site	\$41,400	\$43,400	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	X-Large Site	\$49,600	\$52,000	
Wi-Fi Equipment Installation	Per-AP	\$95		
Switch Equipment Installation	Per-Switch	\$165		
Cabling drop per AP CAT5e cable	Per-AP	\$250		
Cabling drop per AP CAT6 cable	Per-AP	\$320		
ENA Air Managed Service Onboarding – AP130	Per-AP	\$95		
ENA Air Managed Service Onboarding – AP230	Per-AP	\$120		
ENA Air Managed Service Onboarding -- SR2024P	Per-Switch	\$234		
ENA Air Managed Service Onboarding -- SR2124P	Per-Switch	\$354		
ENA Air Managed Service Onboarding -- SR2148P	Per-Switch	\$500		
ENA Air Management per AP - Annual Recurring Charge	Per-AP/YR	\$120		
ENA Air Management per 24port switch- Annual Recurring Charge	Per-24 Port Switch/ YR	\$300		
ENA Air Management per 48 port switch- Annual Recurring Charge	Per-48 Port Switch/ YR	\$420		
ENA Air Management per core switch (Cisco, Brocade) -Annual Recurring	Per core switch/ YR (Cisco, Brocade only)	\$720		

ENA Professional Services

<i>Service Description</i>	<i>Unit</i>	<i>Price (\$) IL</i>	<i>Price (\$) IL-Chicago</i>	<i>Comments</i>
Professional Services				
Wi-Fi Assessment	X-Small Site	\$4,100	\$4,400	
Wi-Fi Assessment + Wi-Fi Design	X-Small Site	\$12,300	\$13,100	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Validation	X-Small Site	\$17,200	\$18,400	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	X-Small Site	\$21,000	\$22,300	
Wi-Fi Assessment	Small Site	\$5,400	\$5,900	
Wi-Fi Assessment + Wi-Fi Design	Small Site	\$16,600	\$17,700	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Validation	Small Site	\$22,800	\$24,400	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Small Site	\$28,200	\$29,700	
Wi-Fi Assessment	Medium Site	\$6,400	\$6,900	
Wi-Fi Assessment + Wi-Fi Design	Medium Site	\$20,500	\$21,700	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Validation	Medium Site	\$27,700	\$29,400	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Medium Site	\$34,700	\$36,500	
Wi-Fi Assessment	Large Site	\$7,700	\$8,300	
Wi-Fi Assessment + Wi-Fi Design	Large Site	\$24,800	\$26,200	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Validation	Large Site	\$33,400	\$35,300	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	Large Site	\$41,400	\$43,400	
Wi-Fi Assessment	X-Large Site	\$8,700	\$9,300	
Wi-Fi Assessment + Wi-Fi Design	X-Large Site	\$30,300	\$32,000	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Validation	X-Large Site	\$39,900	\$42,200	
Wi-Fi Assessment + Wi-Fi Design + Wi-Fi Activation + Wi-Fi Validation	X-Large Site	\$49,600	\$52,000	
Wi-Fi Equipment Installation	Per-AP	\$95		
Switch Equipment Installation	Per-Switch	\$165		
Cabling drop per AP CAT5e cable	Per-AP	\$250		
Cabling drop per AP CAT6 cable	Per-AP	\$320		

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

2.3 DISCOUNT: The State may receive a 0 % discount for payment within 30 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): Given the ongoing changes and improvements available over time in the Wi-Fi and wired networking markets, most ENA Air customers choose to refresh their wireless access points and wired switching equipment at the time of ENA Air contract renewal. If such a refresh of equipment occurs, new pricing at the time of contract renewal will be determined by the type, the quantity, and underlying cost of equipment implemented during the renewal process as well as the length of the contracted length of the renewal period.

However, for those customers who wish to continue ENA Air service using existing equipment that has already been configured, activated, validated, and is under ENA Air management at the time of renewal, the following pricing formula can be applied:

ENA Air Management per access point: \$10.00/month/AP

ENA Air Management per 24 port switch: \$25/month/switch

ENA Air Management per 48 port switch: \$35/month/switch

ENA Air Management per core MDF switch: \$60/month/switch

Our per device ENA Air management fees for ENA Air renewals is provided above in our response to E.6.2.1. Given the CMS' specifications for representative small- and medium-sized schools, the per student price for renewal for these representative schools would be:

Small school (200 students, 20 access points, 4 24-port switches, 1 48-port switch):
\$20/year/student for ongoing ENA Air management

Medium school (600 students, 54 access points, 9 24-port switches, 2 48-port switches):
\$17/year/student for ongoing ENA Air management

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

- Required Federal Clauses, Certifications and Assurances

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

- 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.

- Agency/University Specific Terms and Conditions

- Other (describe)
Letter of Intent and Utilization Plan

5.2. VENDOR SUPPLEMENTAL PROVISIONS

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

Name of Prime Vendor: Education Networks of America, Inc. BEP/VSB Compliance Contact: Lenny Simpson, SVP

Address: 618 Grassmere Park Drive, Suite 12

City: Nashville State: TN Zip Code: 37211

Telephone: 615.312.6082 Fax: 615.312.6099 Email: lsimpson@ena.com

Name of Certified BEP or VSB Vendor: TeamingSolution for Education

Address: 105 West Adams, Suite 2306 BEP/VSB Compliance Contact: Camelle Logan

City: Chicago State: IL Zip Code: _____

Telephone: (312) 619-3990 Fax: (877) 225-8704 Email: camelle.logan@tsfed.com

Type of agreement: Services Supplies Both Services/Supplies

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

Proposed 20 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ 20% of actual contract

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:

Wireless network equipment and installation services

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):

Rex Miller

Signature

Print Name: Rex Miller

Title: CFO

Date: 05/02/2016

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

Camelle W. Logan

Signature

Print Name: Camelle W. Logan, PMP

Title: President and CEO

Date: 05/02/2016

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

Name of Prime Vendor: Education Networks of America, Inc. BEP/VSB Compliance Contact: Lenny Simpson, SVP

Address: 618 Grassmere Park Drive, Suite 12

City: Nashville State: TN Zip Code: 37211

Telephone: 615.312.6082 Fax: 615.312.6099 Email: lsimpson@ena.com

Name of Certified [] BEP or [x] VSB Vendor: Electri-Comm, Inc.

Address: 111 N Locust Street BEP/VSB Compliance Contact: Pat Heenan, RCDD

City: Manteno State: IL Zip Code: 60950

Telephone: (815) 468-1600 Fax: Email: pat@electri-comm.com

Type of agreement: [] Services [] Supplies [x] Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: Based upon contract award

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:

Wireless network installation services

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):

Signature: Rex Miller

Print Name: Rex Miller

Title: CFO

Date: 01/08/2016

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

Signature: P M Heenan

Print Name: Pat Heenan, RCDD

Title: President

Date: 01/08/2016

Digitally signed by P M Heenan DN: cn=P M Heenan, o=Electri-Comm, Inc., ou=IT Services, email=pat@electri-comm.com, c=US Date: 2016.01.08 15:41:08 -0500

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 20329186 Procurement/Contract #: 22037476

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 #: 20329186 IPG Expiration Date: 03/04/2017

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 #
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.

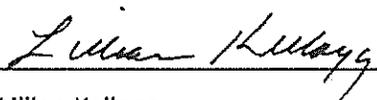
This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: ENA Services, LLC, a subsidiary of Education Networks of America, Inc. (ENA) Phone: (615) 312-6072

Street Address: 618 Grassmere Park Drive, Suite 12 Email: lkellogg@ena.com

City, State, Zip: Nashville, TN 37211 Vendor Contact: Lillian Kellogg, Senior Vice President

Signature: 

Date: 10-12-2016

Printed Name: Lillian Kellogg

Title: Senior Vice President

**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: ENA Services, LLC

Business Name: ENA Services, LLC, a subsidiary of Education Networks of America, Inc. (ENA)

Taxpayer Identification Number:

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

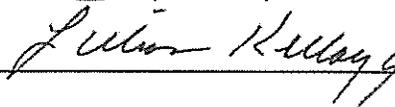
or

Employer Identification Number: 62-1805864

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 |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____



Date: October 12, 2016

Vendor Registration: View Form



General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations
Education Networks of America Inc. DBA: ENA Services System Vendor Number: **20329186**

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1 flag has been added to this record. See below for details.
 Show only flagged items.

Vendor Registration

Form Name **F - G. Certifications & Board of Elections**
 Description **Complete section F - G, in order to submit the form.**
 Date Submitted **2/29/2016**
 Status **Accepted**
 Business Name **Education Networks of America Inc. DBA: ENA Services**
 Point of Contact **Mark Smith**
 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	
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	
No	
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)?

70

Yes, I certify my business is registered with BOE.
35067

Additional Information

Staff Attached File(s)

Attach File

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

Customer Support

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Vendor Registration: View Form



General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations
Education Networks of America Inc. DBA: ENA Services System Vendor Number: **20329186**

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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 **2/29/2016**
 Status **Accepted**
 Business Name **Education Networks of America Inc. DBA: ENA Services**
 Point of Contact **Mark Smith**
 Flag Form **Add Flag**

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type. P

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? P

Yes	Document	Status
Parent Form	ENA Holding Corp Disclosure (DOCX, 176.23 KB)	Attached by Mark Smith on 2/29/2016

C. Instrument of Ownership or Beneficial Interest P

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, P

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 and Distributive Income Form 02.29.2016.docx</u>	Mark Smith
(DOCX, 146.66 KB)	on
	2/29/2016

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.

Y

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.

Y

Yes

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

Y

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

Y

the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

Not applicable - No individuals disclosed in question 1

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?



Not applicable - No individuals disclosed in question 1

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?



Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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.

Not applicable - No individuals disclosed in question 1

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.

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?



Not applicable - No individuals disclosed in question 1

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?



Not applicable - No individuals disclosed in question 1

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?



Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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.

PL

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.

PL

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.

1

No

Additional Information

Staff Attached File(s)

Attach File

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

Customer Support

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**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	Education Networks of America, Inc.
Doing Business As (DBA)	ENA Services
Disclosing Entity	ENA Holding Corp
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: n/a

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
MSouth	Two Buckhead Plaza, 3050 Peachtree Road NW, Suite 550, Atlanta, GA 30305	82 percent	Click here to enter text.
Cumberland Valley Farm	7011 River Road Pike Nashville, TN 37209	9 percent	Click here to enter text.
David Pierce	618 Grassmere Park Drive, Suite 12, Nashville, TN 37211	6 percent	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.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
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.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
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.

STEP 3

PROHIBITED CONFLICTS OF INTEREST

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: David Pierce

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 4

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: David Pierce

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

[Click here to enter text.](#)

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: ENA Holding Corp:David Pierce, Cumberland Valley Farm, and MSouth

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: ENA Holding Corp.

Signature: 

Date: January 7, 2016

Printed Name: Rex Miller

Title: Chief Financial Officer

Phone Number: (615) 312-6005

Email Address: rmiller@ena.com

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

Vendor Name: Education Networks of America, Inc.

DBA: ENA Services

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
ENA Holding Corp	618 Grassmere Park, Suite 12, Nashville, TN 37211	100	Click here to enter text.	100	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.

Procurement Business Case : 16-000000095325

Last Modified Date : 11/4/2016 1:04:39 PM

Work Log : 11/4/2016 1:04:39 PM GDOERING

Mary Matheny sent Tople, Pape approved package to Langstan on 11/02 to complete the 3-signature process and execution of contract

11/1/2016 12:31:55 PM GDOERING
Executed Ficek contract attached

10/28/2016 7:52:33 AM kylie.carter
IT SPO: Approval of ENA Contract.

10/27/2016 11:14:17 AM ron.wilson
CMS APO approval of ENA contract. Requesting SPO approval.

10/24/2016 1:49:09 PM KSEXTON
DoIT legal approved Education Networks of America (ENA) contract - to VMO (Doering) for signature

9/26/2016 10:59:05 AM GDOERING
Executed Ficek contract also distributed to: barrow, ray, sexton, stine, el beik, to be distributed to cc, vm

9/26/2016 10:55:23 AM GDOERING
Ficek contract to vendor (CMS795325A) 9/23/16

9/23/2016 3:09:49 PM GDOERING
updated award tab

9/22/2016 11:39:12 AM langstan.smith2
Currently Routed To field was updated

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