

# STATE OF ILLINOIS

## REQUEST FOR PROPOSAL

Illinois Department of Central Management Services  
E-rate Category 2 Internal Connections (RFP)  
Ref # 22037476

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The Illinois Department of Central Management Services (“CMS or “Agency,” or “State”) requests proposals from responsible offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

### **Brief Description:**

CMS is seeking Vendors to enter into a long term contract to provide high speed internal connections to CMS’ Illinois school and library customers (CMS Customer). CMS may also place orders under the terms of the resulting contract for CMS or on behalf of State Agencies. CMS manages and operates the Illinois Century Network (ICN), a high speed broadband network serving over 6000 anchor institutions. CMS and its customers, including Illinois schools and libraries, will be eligible to place orders from the resulting contract(s). Internal connections are the high speed broadband wired and wireless connections within the property line of a school or library and are referred to within E-rate terminology as Category 2 connections. This Request for Proposal (RFP) is being issued in association with an E-rate Form 470 and responding Vendors are expected to respond to this RFP with equipment and services primarily eligible for funding under the E-rate program. Please see the current eligible services list for guidance at the Universal Service Administrative Company (USAC) website ([www.usac.org](http://www.usac.org)). Pricing for CMS or CMS Customers that are eligible to place orders from the resulting contract will not exceed the pricing in the resulting contract(s). CMS makes no commitment to the Vendor regarding quantity of equipment or services to be purchased.

Equipment and services being sought by CMS and CMS Customers, to enable the high speed internal connections, is divided into the following three Requirement Groups:

- **Requirement Group 1** consists of equipment and associated professional services
- **Requirement Group 2** consists of cable installation and verification services
- **Requirement Group 3** consists of managed internal broadband services.

Vendor may respond to one or more of the three Requirement Groups and each Requirement Group will be evaluated and awarded independently.

Responding Vendors 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.

CMS may enter into one or more contracts, per Requirement Group, to support the requirements of schools and libraries in Illinois and to ensure compatibility with the school and libraries’ existing installed base of equipment. E-rate form 471 data at <http://www.usac.org/sl/tools/default.aspx> under the link “Download 471 Information” provides an indication of the installed base, for those schools that applied for funding in funding year 2015.

The resulting contract(s) with the awarded Offeror(s) shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, CMS has the option to renew for the following terms: Five (5) one-year renewals or In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

one (1) five (5) year renewal or any other combination of renewal periods subject to the sum of the renewal periods not exceeding five (5) years.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a Offeror's Offer.

**Offers that do not adhere to Form and Content of Proposal requirements may not be considered.**

**STATE OF ILLINOIS  
OUTLINE**

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*The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.*

**FORMS A**

*Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #*

<http://www.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.15.2.docx>

**Business and Directory Information ..... 1.**  
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**Taxpayer Identification Number ..... 8.**

**FORMS B**

*Complete this section only if you are using a valid IPG Registration #*

*To ensure that you are registered 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 are not registered in the IPG.*

<http://www.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.15.2.docx>

**Illinois Procurement Gateway Registration # and expiration date ..... 1.**

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Certification Timely to this Solicitation or Contract .....2.  
Replacement Certification to IPG Certification #6 (supersedes response in IPG) .....3.  
Disclosures of Lobbyists and Contracts .....4-5.

**BEP UTILIZATION PLAN**

*Download and complete these documents if this RFP contains a BEP goal*

**Letter of Intent:**

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20of%20Intent%20BEP%20and%20VSB.pdf>

**Utilization Plan:**

<http://www.illinois.gov/cpo/general/Documents/BEP%20U%20Plan%20V.13.5.docx>

**VSB UTILIZATION PLAN**

*Download and complete these documents if this RFP contains a Veteran goal*

**Letter of Intent:**

<http://www.illinois.gov/cpo/general/Documents/Uniform%20Letter%20of%20Intent%20BEP%20and%20VSB.pdf>

**Utilization Plan:**

<http://www.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan.pdf>

**STATE OF ILLINOIS**  
**INSTRUCTIONS FOR SUBMITTING OFFERS**

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**SECTION 1.**

**A. INSTRUCTIONS FOR SUBMITTING OFFERS**

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)), Transportation Procurement Bulletin ([www.dot.il.gov/desenv/transprocbulletin.html](http://www.dot.il.gov/desenv/transprocbulletin.html)) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Tyrone Forté	Phone: 312-814-5655
Agency/University: Central Management Services	Fax: 312-814-6886
Street Address: 100 W. Randolph	TDD: (800) 526-0844
City, State Zip: Chicago, IL. 60601	
Email: Tyrone.Forte@illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Solicitation Contact.

- A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than December 21, 2015. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

**A.5. REQUIRED MEETINGS**

Offeror Conference/Site Visit:  Yes  No

Mandatory Attendance:  Yes  No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered Non-Responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: December 3, 2015

Time: 11:00 AM CST

Location: Teleconference – Conference Bridge # 888-494-4032 Access: 908 079 5086#

**A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: January 4, 2016

Time: 1:00 PM CST

A.6.2. Offer Firm Time: The Offer must remain firm for 120 days from opening.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency/University: Central Management Services	<b>“Sealed Offer – Do Not Open”</b>
Attn: Contract Compliance	Project Title & Reference #: E-rate Category 2 Internal Connections (RFP) Ref # 2203????
Address: 401 S. Spring Street, Room 801	Due Date & Time: January 4, 2016 1:00PM
City, State Zip: Springfield, IL 62706	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

**A.7. ORGANIZATION REQUIRED:** Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.7.2. Packet 2 shall contain Offeror’s Pricing provided in Section 2, Part E.

A.7.3. Packet 3 shall contain the Offeror’s Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.7.3.1. Exceptions must be provided on Agency’s/University’s Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror’s position or, for example, an Offeror’s licensing agreement.

A.7.3.2. The Agency/University may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.7.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B contains three forms and is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.7.5. Packet 5 shall contain a redacted copy of the Offer.

A.7.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.7.6. Packet 6 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.

**A.8. SUBMISSION OF OFFERS:** The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the IPB reference number, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	3	1
PRICING – PACKET 2	1	3	1



SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	1	1
FORMS A or FORMS B – PACKET 4	1	3	1
REDACTED OFFER – PACKET 5	1	1	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	1	1	1
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	1	1	1

- A.9. SECURITY:** Performance Bond: \$N/A If a performance bond is required, Offeror must submit the Performance Bond to the Solicitation Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.10. SMALL BUSINESS SET-ASIDE:**  Yes  No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (<https://ipg.vendorreg.com/FrontEnd/VendorSearchRegistry.asp?TN=ipg&XID=7599>).
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) 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.
- A.12. FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Offeror may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).

**A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

**A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

**A.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror’s qualifications, the Offeror’s reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most Responsive and Responsible Offeror.

**A.18. REFERENCES:**  Yes  No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact

information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: References from K-12 or libraries are preferred.

Number of Each Reference Type: 3 total.

**A.19. INVOICING ADDRESS:** The awarded Vendor shall invoice as mutually agreed upon in the contract and resulting orders.

Send invoices to the entity listed on each individual order:

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's/University's Illinois tax exemption number and Federal tax exemption information.

**A.20. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office	Phone: (217) 558-3724
Attn: Protest Review Office	Facsimile: (217) 558-1399
401 S. Spring Street	
Suite 515 Stratton Office Building	Illinois Relay: (800) 526-0844
Springfield, IL 62706	

**A.21. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award. Please see Section 1, part B of the RFP for additional information.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

**A.21.1. RESPONSIVENESS:** A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.21.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.21.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.21.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Valid Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.21.1.4. If completing Forms A, required forms may include and may not be limited to:

- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an Offer. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A , Part 3.
- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A , Part 2, or in the Illinois Procurement Gateway.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4, or in the Illinois Procurement Gateway.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7, or in the Illinois Procurement Gateway.
- Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6, or in the Illinois Procurement Gateway.
- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A , Part 1, or in the Illinois Procurement Gateway.
- Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A , Part 8, or in the Illinois Procurement Gateway.

A.21.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.21.1.6. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A Responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “Responsible” Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. A “prohibited bidder” includes any person assisting 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 providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** The State identifies the lowest priced Offer that meets the Responsibility and Responsiveness requirements.

**A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal?  Yes  No

If yes, then the BEP goal is: 26%

BEP Liaison: Norma Sutton

Phone Number: 312-814-3725

Email Address: Norma.Sutton@illinois.gov

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the Offer closing date. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

**A.23. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal?  Yes  No

If yes, then the Veteran Small Business goal is: 3%

Veteran Small Business Liaison: Norma Sutton

Phone Number: 312-814-3725

Email Address: Norma.Sutton@illinois.gov

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date. Go to (<http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

**-END OF INSTRUCTIONS-**

**STATE OF ILLINOIS  
SELECTION OF VENDOR**

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**B. SELECTION OF VENDOR**

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 1500.

**B.4.2. RESPONSIVENESS ELEMENTS**

A Vendor may respond to one or more of the following three Requirement Groups (1) Equipment and Associated Professional Services, (2) Cable Installation and Verification Services, and (3) Managed Internal Broadband Services. Each Requirement Group will be evaluated and awarded independently. 1500 Responsiveness Points are allocated to each Requirement Group. Each Requirement Group has a minimum allowed number of Responsiveness Points. A vendor must achieve the minimum allowed points stated below to be considered responsive for each Requirement Group and each sub-group.

**Requirement Group 1**

<b>Equipment and Associated Professional Services</b>	<b>Points</b>	<b>Minimum Allowed Points</b>
General Specifications	747	250
Wireless Network Equipment Specifications	185	62
Wireline Switching Equipment Specifications	129	40
Basic Maintenance Service Specifications	225	75
Professional Services For Evaluation, Design, Planning, Installation and Configuration	214	73
<b>Total</b>	<b>1500</b>	<b>500</b>



**STATE OF ILLINOIS  
SELECTION OF VENDOR**

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**Requirement Group 2**

<b>Cable Installation and Verification Services</b>	<b>Points</b>	<b>Minimum Allowed Points</b>
General Specifications	702	230
Cable Installation and Verification Service Specifications	798	270
<b>Total</b>	<b>1500</b>	<b>500</b>

**Requirement Group 3**

<b>Managed Internal Broadband Services</b>	<b>Points</b>	<b>Minimum Allowed Points</b>
General Specifications	702	230
Managed Internal Broadband Service Specifications	798	270
<b>Total</b>	<b>1500</b>	<b>500</b>

- B.5. PRICING ELEMENTS:** The total number of points for Price is 1500. There are 1500 Price Points available in each of the three Requirement Groups (1) Equipment and Associated Professional Services, (2) Cable Installation and Verification Services and (3) Managed Internal Broadband Services. Section 2E contains a detailed breakdown of Price Points for each Requirement Group and sub-group. The State will determine Price Points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$

- B.6.** The maximum number of points per Requirement Group is 3000, consisting of 1500 Responsiveness Points and 1500 Price Points.

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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C. Project Title / Reference # [Click here to enter text.](#)

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

**C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes  No

**C.2. ADDENDA:** Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

Yes  No  N/A

**C.3. OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror's Conference.

Yes  No  N/A

**C.4. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes  No

**C.5. FORMS A or FORMS B:** Offeror is properly submitting either Forms A or Forms B, but not both.

Yes  No

**C.6. BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes  No  N/A

**C.7. SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes  No  N/A

**C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

Yes  No

- C.8.1 Offeror’s Proposed Solution to Meet the State’s Requirements  Yes  No
- C.8.2 Milestones and Deliverables  Yes  No
- C.8.3 Offeror/Staff Specifications  Yes  No
- C.8.4 Transportation and Delivery Terms  Yes  No  N/A
- C.8.5 Where Services Are to Be Performed  Yes  No  N/A

**C.9. PACKET 2 – PRICING**

Yes  No

**C.10. PACKET 3 – OFFER**

Yes  No

- C.10.1 Offer  Yes  No
- C.10.2 Exceptions to Solicitation Contract Terms and Conditions  Yes  No  N/A
- C.10.3 Supplemental Provisions  Yes  No  N/A
- C.10.4 Subcontractor Disclosures  Yes  No  N/A
- C.10.5 References  Yes  No  N/A

**C.11. PACKET 4 – FORMS A**

Yes  No

- C.11.1 Business and Directory Information  Yes  No
- C.11.2 Illinois Department of Human Rights Public Contracts Number  Yes  No
- C.11.3 Standard Certifications  Yes  No
- C.11.4 Disclosure of Business Operations in Iran  Yes  No
- C.11.5 Financial Disclosures and Conflicts of Interest  Yes  No
- C.11.6 Taxpayer Identification Number  Yes  No

**C.12. PACKET 4 – FORMS B**

Yes  No

- C.12.1 Illinois Procurement Gateway Registration # with expiration date  Yes  No
- C.12.2 Certifications Timely to this Solicitation  Yes  No
- C.12.3 Disclosures of Lobbyists and Pending Contracts  Yes  No

**C.13. PACKET 5 – REDACTED OFFER**

Yes  No

**C.14. PACKET 6 – BEP UTILIZATION PLAN**

C.14.1 Does this solicitation contain a BEP goal?  Yes  No

C.14.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan  Yes  No  N/A

**C.15. PACKET 7 – VSB UTILIZATION PLAN**

C.15.1 Does this solicitation contain a VSB goal?  Yes  No

C.15.2 Veteran Small Business Participation and Utilization Plan  Yes  No  N/A

**C.16. PREFERENCES**

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency/University reserves the right to determine whether the preference indicated applies to Offeror.

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).

Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: [Enter text](#)

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: [Enter text](#)

Offeror's Name: [Enter text](#)

Date: [Click here to enter a date.](#)

**STATE OF ILLINOIS**  
**SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

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**D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

**D.1. GOAL:** CMS is seeking Vendors to enter into a long term contract to provide high speed internal connections to CMS' Illinois school and library customers (CMS Customer). CMS may also place orders under the terms of the resulting contract for CMS or on behalf of State Agencies. CMS manages and operates the Illinois Century Network (ICN), a high speed broadband network serving over 6000 anchor institutions. CMS and its customers, including Illinois schools and libraries, will be eligible to place orders from the resulting contract(s). Internal connections are the high speed broadband wired and wireless connections within the property line of a school or library and are referred to within E-rate terminology as Category 2 connections. This Request for Proposal (RFP) is being issued in association with an E-rate Form 470 and responding Vendors are expected to respond to this RFP with equipment and services primarily eligible for funding under the E-rate program. Please see the current eligible services list for guidance at the Universal Service Administrative Company (USAC) website ([www.usac.org](http://www.usac.org)). Pricing for CMS or CMS Customers that are eligible to place orders from the resulting contract will not exceed the pricing in the resulting contract(s). CMS makes no commitment to the Vendor regarding quantity of equipment or services to be purchased.

**D.2. SUPPLIES AND/OR SERVICES REQUIRED:**

CMS is seeking equipment and services to provide Illinois schools and libraries with high speed broadband internal connections. Equipment and services not eligible for E-rate funding should be clearly marked because schools and libraries will need to cost allocate this out on the E-rate form 471. It is expected that the Vendor will respond with the majority of equipment and services being eligible for E-rate category 2 funding.

Equipment and services being sought by CMS and CMS Customers, to enable the high speed internal connections, is divided into the following three Requirement Groups:

- **Requirement Group 1** consists of equipment and associated professional services
- **Requirement Group 2** consists of cable installation and verification services
- **Requirement Group 3** consists of managed internal broadband services.

Vendor may respond to one or more of the three Requirement Groups and each Requirement Group will be evaluated and awarded independently. Responding Vendors 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.

For each Requirement Group it is strongly preferred that the Vendor be able to support the full geographic area of the State and CMS's preference is to select vendors who can serve the whole State. If the Vendor is not able to serve the whole State, the Vendor should indicate the counties they are able to serve. (The minimum geographic unit a vendor may serve is a county). The Vendor should respond to the relevant question in section D.6. Offeror's Proposed Solution to Meet the State's Requirements.

For the "Equipment and Associated Professional Services" Requirement Group, CMS strongly prefers to select a single Vendor who can provide all the equipment or equivalent listed in section D.6. Offeror's Proposed Solution to Meet the State's Requirements. CMS may enter into agreements with multiple Vendors to ensure the equipment or equivalent listed in D6 can be provided to schools and libraries in Illinois.

For the Requirement Groups “Cable Installation and Verification Services” and “Managed Internal Broadband Services” CMS’ intent is to select a single vendor for each Requirement Group. Based on responses received CMS may enter into agreements with multiple Vendors for each of these two Requirement Groups.

A description of the three Requirement Groups follows:

### **Requirement Group 1 - Equipment and Associated Professional Services**

- Wireless Network Equipment
  - This sub-group covers industry standard Wi-Fi equipment for use in schools and libraries. Includes all components necessary to provide wireless networking capabilities which then connect to a wired Ethernet infrastructure. This sub-group includes wireless access points, wireless controllers and network control and management facilities.
- Wireline Switching Equipment
  - This sub-group covers industry standards-compliant wired Ethernet equipment for use in schools or libraries, primarily to connect Wi-Fi access points to a wide area network connection. This sub-group includes Ethernet switches for copper and fiber connections at speeds from 100Mbps to 10Gbps for use on the school building or library campus and for aggregation to a WAN connection to the Internet at a school or library.
- Basic Maintenance Services
  - This sub-group covers basic maintenance of equipment purchased.
- Professional Services for Evaluation, Design, Planning, Installation and Configuration
  - This sub-group covers Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing. These professional services include all aspects of designing and configuring networks, but do not include the day-to-day management of the devices.

### **Requirement Group 2 - Cable Installation and Verification Services**

- This group covers installation and maintenance of cable (including but not limited to cat6 and cat6a) and fiber optic cable within school and library premises.

### **Requirement Group 3 - Managed Internal Broadband Services**

- This group covers services provided by the Vendor for the operation, management and monitoring of eligible broadband internal connections components. This includes the management and operation of the LAN/WLAN, including installation, activation and initial configuration of equipment and on-site training on the use of equipment.
- This group also covers the scenario where the school or library owns the equipment and the Vendor provides operations, management and monitoring services.

**D.3. MILESTONES AND DELIVERABLES:** N/A

**D.4. OFFEROR / STAFF SPECIFICATIONS:** Please see section D.6. below.

**D.5. TRANSPORTATION AND DELIVERY TERMS:** N/A

**D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** Please either respond in the space below or in the following prescribed format:

### **Mandatory Specifications**

To be considered for an award under this RFP, Vendor must have met all Mandatory Specifications and must complete sections labeled Mandatory Specification in this Section. In the event a Vendor does not meet a Mandatory Specification within this Section, the Vendor will not be considered for an award under this RFP.

If all responding Vendors fail to meet a particular Mandatory Specification, that Mandatory Specification may be removed. If the State removes such Mandatory Specification, a Vendor who did not meet that Mandatory Specification, but met the other remaining Mandatory Specifications, may still be considered for an award under this RFP.

For all Mandatory Specifications, Vendor must indicate whether the Specification is "met" or "not met" by checking the appropriate box. In addition, Vendor must use the "Vendor Narrative" section to explain how it met or did not meet the requirement; if appropriate, Vendor should reference other supporting information provided in its RFP response.

The State will evaluate the Vendor Narrative responses to confirm Vendor has met the Mandatory Specification. Following such evaluation, the State may determine Vendor did not meet the Mandatory Specification.

The State will also review the Vendor Narrative responses where Vendor has indicated it did not meet the Mandatory Specification. Following such evaluation, the State may determine Vendor did meet the Mandatory Specification.

### **Desirable Specifications**

Desirable Specifications are items that the State would like to see available in services being considered for purchase. The State realizes that a Vendor may not be able to meet all Desirable Specifications. Desirable Specifications will be awarded points according to the evaluation matrix in Section B of this RFP.

Vendors should detail their ability to provide each of the Desirable Specifications. Vendors must use the "Vendor Narrative" section to explain how they meet the requirement and, if appropriate, should reference other supporting information provided in its RFP response. The "Vendor Narrative" section will be used to evaluate the Vendor's proposal. Please include all relevant information. Failure to provide sufficient detail may result in significantly lower scores. Do not include any pricing in your narrative responses.

## **REQUIREMENT GROUP 1 - EQUIPMENT AND ASSOCIATED PROFESSIONAL SERVICES**

### **General Specifications**

#### **Mandatory Specifications**

**M-1:** Vendor must have a Service Provider Identification Number (SPIN) and will comply with all applicable E-rate rules. Vendor shall provide their SPIN in the vendor narrative below.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-2:** Vendor must not be in red light status with the Universal Service Administrative Company (USAC) currently and at any point during the resulting contract term.



Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-3:** The vendor must have provided equipment and associated professional services to at least three schools or libraries in the US.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-4:** For equipment supplied by the Vendor from other manufacturers or equivalent, the Vendor shall provide the manufacturers statement of support. The statement must be current and dated and on the manufacturer’s letterhead and must stipulate the Vendor is an authorized reseller of the manufacturers product line.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-5:** The Manufacturer’s Suggested Retail Price (MSRP) for all products supplied by the Vendor shall be provided on contract award. The information shall be provided via website, soft copy (for example, CD or thumb drive or other electronic format) or hard copy.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**Desirable Specifications**

**D-1. (600 Points)** Please describe your company and provide company history, financial information, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information.

Vendor Narrative:

**D-2. (96 Points)** Please indicate which of the following manufacturers, or their equivalent, the Vendor can supply. It is expected that the Vendor can supply all of the manufacturers’ E-rate eligible equipment. If Vendor responds with an equivalent manufacturer this should be indicated in the last column in the table below.

Manufacturer	Available from Vendor? (Yes/No)	Equivalent
Adtran		
Aerohive		
Alcatel-Lucent		
Allied Telesis		
American Power Conversion		
Apple		
Aruba		
Barracuda		
Brocade		
Checkpoint		

Cisco Systems		
Dell		
D-Link		
Fortinet		
Hewlett Packard		
IBM		
Juniper Networks		
Linksys		
Meraki		
Meru		
NEC		
Netgear		
Panduit		
Ruckus		
Seagate		
SonicWALL		
Sun Microsystems		
Tripplite		
Ubiquiti		
Watch Guard Technologies		
Western Digital		
Xirrus		

**D-3. (51 Points)** CMS is looking for a Vendor who can support the full geographic area of the State. Please indicate if for all services provided the full geographic area of the state is supported. If not, please provide the Counties that are supported using the following table.

Vendor Narrative:

Full geographic area of the state supported ? (Yes/No) :

If no, please complete the following table:

County Name	County Served by Vendor? (Yes/No)
Adams County	
Alexander County	
Bond County	
Boone County	
Brown County	
Bureau County	
Calhoun County	
Carroll County	
Cass County	
Champaign County	
Christian County	
Clark County	

Clay County	
Clinton County	
Coles County	
Cook County	
Crawford County	
Cumberland County	
DeKalb County	
DeWitt County	
Douglas County	
DuPage County	
Edgar County	
Edwards County	
Effingham County	
Fayette County	
Ford County	
Franklin County	
Fulton County	
Gallatin County	
Greene County	
Grundy County	
Hamilton County	
Hancock County	
Hardin County	
Henderson County	
Henry County	
Iroquois County	
Jackson County	
Jasper County	
Jefferson County	
Jersey County	
Jo Daviess County	
Johnson County	
Kane County	
Kankakee County	
Kendall County	
Knox County	
Lake County	
LaSalle County	
Lawrence County	
Lee County	
Livingston County	
Logan County	
Macon County	
Macoupin County	
Madison County	
Marion County	
Marshall County	

Mason County	
Massac County	
McDonough County	
McHenry County	
McLean County	
Menard County	
Mercer County	
Monroe County	
Montgomery County	
Morgan County	
Moultrie County	
Ogle County	
Peoria County	
Perry County	
Piatt County	
Pike County	
Pope County	
Pulaski County	
Putnam County	
Randolph County	
Richland County	
Rock Island County	
Saline County	
Sangamon County	
Schuyler County	
Scott County	
Shelby County	
St. Clair County	
Stark County	
Stephenson County	
Tazewell County	
Union County	
Vermilion County	
Wabash County	
Warren County	
Washington County	
Wayne County	
White County	
Whiteside County	
Will County	
Williamson County	
Winnebago County	
Woodford County	

## Wireless Network Equipment Specifications

### **Mandatory Specifications**

**M-6:** The proposed hardware must be IEEE 802.11 compliant.

Met\_\_\_\_\_ or Not Met\_\_\_\_\_

Vendor Narrative:

**M-7:** The proposed hardware must provide IEEE 802.11ac support as well as backward compatibility with IEEE 802.11b/g/n in 2.4GHz band.

Met\_\_\_\_\_ or Not Met\_\_\_\_\_

Vendor Narrative:

**M-8:** The proposed hardware must have at least one 1000 Base-T Ethernet Port.

Met\_\_\_\_\_ or Not Met\_\_\_\_\_

Vendor Narrative:

### **Desirable Specifications**

**D-4. (15 Points)** The State desires that each Vendor product include a 3 year warranty. For compliance with E-rate rules, a manufacturer's multi-year warranty for a period up to three years and provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

Vendor Narrative:

**D-5. (15 Points)** The State desires the Vendor provide general descriptions and use cases of the networking hardware being proposed for use in school and library buildings.

Vendor Narrative:

**D-6. (15 Points)** The State desires the Vendor provide a description as to how the wireless equipment is managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework.

Vendor Narrative:

**D-7. (15 Points)** The State desires the Vendor describe all methods available for command and control of the wireless network, be it through a physical appliance, virtual appliance or cloud offering.

Vendor Narrative:

**D-8. (15 Points)** The State desires the Vendor provide a description as to the compatibility with any existing wireless environment management platform. Specifically, but not limited to, Aerohive, Aruba, Avaya, Cisco, Extreme Networks, Hewlett Packard, Meraki, Meru, Ruckus, Xirrus, Ubiquity or equivalent.

Vendor Narrative:

**D-9. (15 Points)** The State desires the vendor describe the data plane flow (preference will be given to solutions that do not "backhaul" wireless client traffic to a controller or controllers).

Vendor Narrative:

**D-10. (15 Points)** The State desires the Vendor describe how connectivity is affected by temporary loss of connection to (i) management system and (ii) controller.

Vendor Narrative:

**D-11. (25 Points)** The State desires Vendor provide multiple options for wireless access point models which includes at least one standard indoor model, one high density indoor model and one long range outdoor model.

Vendor Narrative:

**D-12. (40 Points)** The State desires the Vendor identify which of the following features are supported in the proposed solution for each of the proposed access point models:

1. Powered by IEEE 802.11af POE or IEEE 802.11at POE+
2. Support for dual radio, 2.4GHz and 5GHz bands, simultaneously
3. Support for 5GHz, specifically listing which of the bands are supported: UNII-1, UNII-2, UNII-2e and UNII-3
4. Support for Dynamic Frequency Selection
5. Support for Multiple-In, Multiple-Out (MIMO) radio; multiple spatial stream design with a minimum capacity of 2x2:2
6. Support for at least 2 spatial streams in the 5GHz band
7. Support for multiple SSIDs and per-SSID access policy
8. Support for per-client policy while using only one SSID
9. Support for "captive portal" or other facility to ensure Acceptable Use Policy is affirmed by end users
10. Support for rate limiting and traffic shaping of guest clients
11. Support for client isolation; prevent attached wireless devices from communicating directly with each other
12. Support for rogue AP detection
13. Two 1000 Base-T Ethernet Ports
14. Support for multiple VLANs with assignable QoS
15. Support for IEEE 802.1X Authentication and IEEE 802.11i WPA2/Enterprise cryptography
16. Support for Layer 2/3 roaming/mobility without performance degradation or re-authentication required by clients (roaming within a single school or library)
17. Any vendor-specific features solution provides, such as integration with Apple Bonjour, Google Chromecast
18. Support to forward wireless client traffic without backhaul to centralized controller
19. Support for centrally managing all Access Points from one management console/interface
20. Support for autonomous channel, power and RF configuration based on dynamic environment changes.
21. Support for mounting hardware options required for ceiling or wall
22. Support for Client band Steering
23. Support for Vendor solution to scale to at least 1000 Access Points
24. Support for security and bandwidth policy management. Solution should allow administrators to create system-wide security and bandwidth throttling policies based on group, SSID, device type or user access.
25. Support for client / Access Point load balancing. System is able to balance clients from a heavily loaded Access Point onto a less heavily loaded Access Point.
26. Support for off channel scanning capabilities. Access Point has the ability to scan off channel to detect interference and/or for WIPS purposes. Scanning can be on a dedicated radio or client servicing radio.

Vendor Narrative:

**D-13. (15 Points)** The State desires the Vendor describe any value added function their wireless solution provides and should state if this function is eligible for E-rate reimbursement.

Vendor Narrative:

### **Wireline Switching Equipment Specifications**

#### **Mandatory Specifications**

**M-9:** The proposed hardware must be IEEE 802.3 compliant.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

#### **Desirable Specifications**

**D-14. (15 Points)** The State desires that each Vendor product include a three year warranty. For compliance with E-rate rules, a manufacturer's multi-year warranty for a period up to three years and provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

Vendor Narrative:

**D-15. (15 Points)** The State desires the Vendor provide general descriptions and use cases of the networking hardware being proposed for use in school and library buildings.

Vendor Narrative:

**D-16. (15 Points)** The State desires the Vendor provide a description as to how the equipment is managed.

Vendor Narrative:

**D-17. (15 Points)** The State desires the Vendor describe all methods available for command and control of the hardware, be it through a physical appliance, virtual appliance or cloud offering.

Vendor Narrative:

**D-18. (15 Points)** The State desires the Vendor describe how the equipment may be managed by a school or library's existing management console. Schools and libraries shall not be required to employ multiple wired-network management platforms within any given school building.

Vendor Narrative:

**D-19. (15 Points)** The State desires the Vendor provide the following configurations:

1. 24 Port GbE with 2 10GbE fiber uplinks
2. 24 Port GbE with 4 10GbE fiber uplinks
3. 24 Port GbE with 2 10GBASE-T IEEE 802.3an copper uplinks
4. 24 Port GbE with 4 10GBASE-T IEEE 802.3an copper uplinks
5. 48 Port GbE with 4 10GbE fiber uplinks
6. 48 Port GbE with 4 10GBASE-T IEEE 802.3an copper uplinks
7. Minimum 24 Port 10GbE with SFP+ interfaces allowing either copper or fiber

Vendor Narrative:

**D-20. (24 Points)** The State desires the Vendor list which, if any, of the following features are supported in the proposed solution:

1. Support for multiple VLANs
2. Support for IEEE 802.3at POE+
3. Support for at least 15Watts of POE per port, on 90% 1GbE ports simultaneously
4. Non-blocking switch backplane
5. Simple Network Management Protocol (SNMP) management capabilities
6. Lightweight Layer 3 Switching/Routing Support.

Vendor Narrative:

**D-21. (15 Points)** The State desires the Vendor include support for optional Redundant Power Supply.

Vendor Narrative:

### **Basic Maintenance Services Specifications**

Basic maintenance is eligible for E-rate support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections components. The agreement must specifically identify the eligible components covered, including product name, model number and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract, not upfront estimates that cover the full cost of every piece of eligible equipment.

### **Desirable Specifications**

**D-22. (225 Points)** The State desires the Vendor describe their basic maintenance services eligible for E-rate reimbursement. The State desires the Vendor describe their ability to provide the following basic maintenance services

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone based technical support
- Software upgrades and patches including bug fixes and security patches

Vendor Narrative:

### **Professional Services for Evaluation, Design, Planning, Installation and Configuration Specifications**

### **Desirable Specifications**

**D-23. (50 Points)** The State desires the Vendor list their resource availability to analyze an existing network and the school or library building itself in order to plan, design and configure a high-density, reliable wireless and wired network.

Vendor Narrative:

**D-24. (50 Points)** The State desires the Vendor provide a 2 hour on-site response time to facilitate quick response to significant network outages that require on-site support.

Vendor Narrative:

**D-25. (60 Points)** The State desires the Vendor provide the following:



1. Personnel profiles for the professional services personnel that will be assigned to this work
2. A list of equipment vendors Vendor is certified to design/install and/or have extensive experience working with
3. Vendor's detailed methods/practices for designing/installing/validating high-capacity wireless networks

Vendor Narrative:

**D-26. (54 Points)** In addition to basic network configuration functions and tasks, the State desires the Vendor provide the following services:

1. Perform a site survey to determine number and location of Access Points.
2. Physically mount and install network hardware, including Access Points and Network Switches.
3. Ensure latest firmware is installed in each wireless access point and switch
4. Configure the network management console to meet best practices as defined by local school district or library system policy
5. Maximize the use of available spectrum to minimize co-channel interference
6. Test access from each Access Point (AP) and provide throughput report for each AP
7. Configure and test the authorization of clients
8. Other configuration changes as recommended by state of Illinois following feedback from site visits and network performance analysis.
9. Configuring the network management console to integrate the new/upgraded school/library deployment into the management system. Including but not limited to the following:
  - a. Understand and agree to the network coverage and performance requirements
  - b. Evaluate the current network infrastructure and develop a design plan to meet the network coverage and performance requirements
  - c. Develop site-specific configuration recommendations including those for security and authentication
  - d. Implement the design plan (installation) including configuration recommendations
  - e. Test/validate that the deployment meets the network coverage and performance requirements
  - f. Configure the network management console to integrate the new/upgraded school/library deployment into the management system.

Vendor Narrative:

**REQUIREMENT GROUP 2 – CABLE INSTALLATION AND VERIFICATION SERVICES**

**General Specifications**

**Mandatory Specifications**

**M-1:** Vendor must have a Service Provider Identification Number (SPIN) and will comply with all applicable E-rate rules. Vendor shall provide their SPIN in the vendor narrative below.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-2:** Vendor must not be in red light status with the Universal Service Administrative Company (USAC) currently or at any point during the resulting contract term.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-3:** The Vendor must have provided cable installation and verification services to at least three schools or libraries in the US.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**Desirable Specifications**

**D-1. (600 Points)** Please describe your company and provide company history, financial information, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information.

Vendor Narrative:

**D-2. (102 Points)** CMS is looking for a Vendor who can support the full geographic area of the State. Please indicate if for all services provided the full geographic area of the state is supported. If not, please provide the Counties that are supported using the following table.

Vendor Narrative:

Full geographic area of the state supported ? (Yes/No) :

If no, please complete the following table:

County Name	County Served by Vendor? (Yes/No)
Adams County	
Alexander County	
Bond County	
Boone County	
Brown County	
Bureau County	
Calhoun County	
Carroll County	
Cass County	
Champaign County	
Christian County	
Clark County	
Clay County	
Clinton County	
Coles County	
Cook County	
Crawford County	
Cumberland County	
DeKalb County	
DeWitt County	
Douglas County	
DuPage County	
Edgar County	
Edwards County	

Effingham County	
Fayette County	
Ford County	
Franklin County	
Fulton County	
Gallatin County	
Greene County	
Grundy County	
Hamilton County	
Hancock County	
Hardin County	
Henderson County	
Henry County	
Iroquois County	
Jackson County	
Jasper County	
Jefferson County	
Jersey County	
Jo Daviess County	
Johnson County	
Kane County	
Kankakee County	
Kendall County	
Knox County	
Lake County	
LaSalle County	
Lawrence County	
Lee County	
Livingston County	
Logan County	
Macon County	
Macoupin County	
Madison County	
Marion County	
Marshall County	
Mason County	
Massac County	
McDonough County	
McHenry County	
McLean County	
Menard County	
Mercer County	
Monroe County	
Montgomery County	
Morgan County	
Moultrie County	
Ogle County	

Peoria County	
Perry County	
Piatt County	
Pike County	
Pope County	
Pulaski County	
Putnam County	
Randolph County	
Richland County	
Rock Island County	
Saline County	
Sangamon County	
Schuyler County	
Scott County	
Shelby County	
St. Clair County	
Stark County	
Stephenson County	
Tazewell County	
Union County	
Vermilion County	
Wabash County	
Warren County	
Washington County	
Wayne County	
White County	
Whiteside County	
Will County	
Williamson County	
Winnebago County	
Woodford County	

**Cable Installation and Verification Service Specifications**

**Desirable Specifications**

**D-3. (50 Points)** The State desires all new cable be Category 6, Category 6A, single mode fiber or multi mode fiber.

Vendor Narrative:

**D-4. (50 Points)** The State desires plenum rated cable be used where necessary based on individual school or library construction and fire code.

Vendor Narrative:

**D-5. (50 Points)** The State desires all installers be Building Industry Consulting Service International (BICSI) certified.

Vendor Narrative:

**D-6. (50 Points)** The State desires all new cable and fiber runs be tested to BICSI standards for ten gigabit per second Ethernet.

Vendor Narrative:

**D-7. (48 Points)** The State desires Vendor list the addresses of facilities and offices in the state of Illinois which would be utilized to support Illinois public schools and libraries.

Vendor Narrative:

**D-8. (50 Points)** The State desires all wiring/cable and fiber be Underwriter Laboratories listed in accordance with the latest American National Standards Institute / Telecommunications Industry Association / Electronic Industries Alliance (ANSI/TIA/EIA) standards.

Vendor Narrative:

**D-9. (50 Points)** The State desires that in multi-floor, multi-closet, or multi-building environments, intermediate distribution frames be employed and the Vendor to provide all required materials (blocks, brackets, protection and enclosures).

Vendor Narrative:

**D-10. (50 Points)** The State desires the Vendor to submit a complete set of installation drawings, detailing location of all hardware, cabling, and wiring for each site that is installed upon request. Provide details on your ability to meet this specification.

Vendor Narrative:

**D-11. (50 Points)** The State desires that the Vendor clearly and completely label all distribution frames. The State desires all data jacks and patch panels be clearly labeled with permanent marker and its unique identification number and securely mounted to a floor, wall or other stationary fixture, except where a variance is approved by the school or library. Describe your ability to meet this specification.

Vendor Narrative:

**D-12. (50 Points)** The State desires that all Category 6 data wiring used for installation be Gigabit, Twisted 4 pair, Premium Performance Category 6 cable. Category 6 cable must be properly installed and terminated to meet specifications. The cable must not be kinked or bent too tightly (the bend radius should be at least four times the outer diameter of the cable). The wire pairs must not be untwisted and the outer jacket must not be stripped back more than 0.5 in (12.7 mm). When used for 10/100/1000BASE-T, the maximum allowed length of a Cat 6 cable is 100 meters (328 ft.). Plenum Rated wiring to be used in open/drop ceilings environments when run is exposed. Plenum flex duct with pull line is preferred installation method.

Vendor Narrative:

**D-13. (50 Points)** The State desires that in each Interior location where a splice to a riser cable or any other cable is required because of reel ends, distribution legs, or terminal stubs, the cable is to be spliced with industry accepted compression connectors (e.g., 3M SCOTCHLOK, AMP/TYCO, 3M MS<sup>2</sup> mass splicing connectors, or approved equal), the sheaths bridged through and enclosed in an industry accepted splice enclosure suitable to the location. The use of connecting blocks (e.g. "66 blocks") will not be an acceptable splicing method.

Vendor Narrative:

**D-14. (50 Points)** The State desires that the Vendor place Jet Line in interior conduit/flex-duct and 2500 pound Pull Strength Mule Tape in Exterior Conduits.

Vendor Narrative:

**D-15. (50 Points)** The State desires that the Vendor provide tabulated test results to the school or library for all orders requesting installations to assure compliance with these specifications prior to final acceptance by the school or library. Vendor to include a sample copy of this result report. Describe your ability to meet this specification.

Vendor Narrative:

**D-16. (50 Points)** The State desires all duct and conduit ends have cable protection bushings installed. Describe your ability to meet this specification.

Vendor Narrative:

**D-17. (50 Points)** The State desires fiber cabling and associated items used for installation and maintenance of the systems meet the following specifications.

A. Multimode Fiber Specifications

1) Multimode fiber may be required depending on design criteria.

2) Fibers to have dual wavelength capability transmitting at 850 and 1300nm ranges.

3) All fibers be color coded to facilitate individual fiber identification. Fibers to have D-LUX<sup>®</sup> coating or approved equivalent to ensure color retention, minimize micro bending losses and improve handling. The coating to be mechanically strippable.

B. Single-Mode Fiber Specifications (1310-1550 nm)

1) All fiber to be color coded to facilitate individual fiber identification.

2) Fiber to have D-LUX<sup>®</sup> coating or approved equivalent to ensure color retention, minimize micro bending losses and improve handling. The coating to be mechanically strippable.

C. Supporting parts and supplies to be identified separately. Any substitute parts or supplies to have CMS written approval.

Vendor Narrative:

**D-18. (50 Points)** The State desires the Vendor provide certified technicians and material for the installation and maintenance of local house, station and riser cabling, outside plant cabling and inside/outside fiber. The State desires the Vendor to maintain riser, horizontal and inter-building cable and fiber in all building environments, in addition to the distribution frames. Provide details on your ability to meet this specification.

Vendor Narrative:

**REQUIREMENT GROUP 3 – MANAGED INTERNAL BROADBAND SERVICES**

**General Specifications**

**Mandatory Specifications**

**M-1:** Vendor must have a Service Provider Identification Number (SPIN) and will comply with all applicable E-rate rules. Vendor shall provide their SPIN in the vendor narrative below.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-2:** Vendor must not be in red light status with the Universal Service Administrative Company (USAC) currently or at any point during the resulting contract term.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**M-3:** The vendor must have provided managed internal broadband services to at least three schools or libraries in the US.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

Vendor Narrative:

**Desirable Specifications**

**D-1. (600 Points)** Please describe your company and provide company history, financial information, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information.

Vendor Narrative:

**D-2. (102 Points)** CMS is looking for a Vendor who can support the full geographic area of the state. Please indicate if for all services provided the full geographic area of the state is supported. If not, please provide the Counties that are supported using the following table.

Vendor Narrative:

Full geographic area of the state supported ? (Yes/No) :

If no, please complete the following table:

County Name	County Served by Vendor? (Yes/No)
Adams County	
Alexander County	
Bond County	
Boone County	
Brown County	
Bureau County	
Calhoun County	
Carroll County	
Cass County	
Champaign County	
Christian County	
Clark County	

Clay County	
Clinton County	
Coles County	
Cook County	
Crawford County	
Cumberland County	
DeKalb County	
DeWitt County	
Douglas County	
DuPage County	
Edgar County	
Edwards County	
Effingham County	
Fayette County	
Ford County	
Franklin County	
Fulton County	
Gallatin County	
Greene County	
Grundy County	
Hamilton County	
Hancock County	
Hardin County	
Henderson County	
Henry County	
Iroquois County	
Jackson County	
Jasper County	
Jefferson County	
Jersey County	
Jo Daviess County	
Johnson County	
Kane County	
Kankakee County	
Kendall County	
Knox County	
Lake County	
LaSalle County	
Lawrence County	
Lee County	
Livingston County	
Logan County	
Macon County	
Macoupin County	
Madison County	
Marion County	
Marshall County	



Mason County	
Massac County	
McDonough County	
McHenry County	
McLean County	
Menard County	
Mercer County	
Monroe County	
Montgomery County	
Morgan County	
Moultrie County	
Ogle County	
Peoria County	
Perry County	
Piatt County	
Pike County	
Pope County	
Pulaski County	
Putnam County	
Randolph County	
Richland County	
Rock Island County	
Saline County	
Sangamon County	
Schuyler County	
Scott County	
Shelby County	
St. Clair County	
Stark County	
Stephenson County	
Tazewell County	
Union County	
Vermilion County	
Wabash County	
Warren County	
Washington County	
Wayne County	
White County	
Whiteside County	
Will County	
Williamson County	
Winnebago County	
Woodford County	

**Managed Internal Broadband Service Specifications**

## Desirable Specifications

**D-3. (148 Points)** The State desires the Vendor provide a description of the managed service, including the specific equipment supported; for example list the network equipment vendors and product families that may be managed.

Vendor Narrative:

**D-4. (130 Points)** The State desires the Vendor provide a description of their Network Operations Center, general location, staff size, hours of operation, and other characteristics necessary to differentiate their service from other providers. Preference will be given to managed service providers with experience in the education vertical or library vertical, as well as those vendors that can provide K-12 or library reference customers.

Vendor Narrative:

**D-5. (130 Points)** The State desires the Vendor provide a copy of their Service Level Agreement (SLA) based on per-student pricing model. Please do not provide any pricing information in response to this question. All pricing should be included only in packet 2. The Illinois target for students to APs is 16:1; the Illinois target for Ethernet switches to APs is 1:20.

Vendor Narrative:

**D-6. (130 Points)** The State desires that the Vendor agrees any cabling installed becomes the property of the school or library at the termination of the contract.

Vendor Narrative:

**D-7. (130 Points)** For this Requirement Group CMS prefers a vendor that can support the following two scenarios: (i) Vendor installs and may own the equipment, including but not limited to wireless access points, wireless controllers, switches, routers and then operates and manages the network and (ii) Vendor operates and manages a network installed by the school. Equipment is owned by the school and remains the property of the school. Please state your support for the two scenarios.

Vendor Narrative:

**D-8. (130 Points)** For the two scenarios listed in D-7 please list the equipment that can be operated and managed in scenario (i) and scenario (ii).

Vendor Narrative:

[Click here to enter text.](#)

## D.7. SUBCONTRACTING

D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose

the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

- D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.
- D.7.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

**D.8. WHERE SERVICES ARE TO BE PERFORMED**

- D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.
- D.8.2. Offeror 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 Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
- D.8.3. Location where services will be performed: [Click here to enter text.](#)
- D.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

**Include Part D and related attachments in Packet 1**

# STATE OF ILLINOIS

## PRICING

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### SECTION 2.

#### E. PRICING

##### E.1. FORMAT OF PRICING:

- E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.
- E.1.2. Pricing shall be submitted in the following format: Vendor shall provide pricing for one or more of the following three Requirement Groups: (1) Equipment and associated professional services (2) cable installation and verification services and (3) managed internal broadband services. A vendor may respond to one or more of the three Requirement Groups. Each Requirement Group will be evaluated and awarded independently.

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).**

##### (i) REQUIREMENT GROUP 1 – EQUIPMENT AND ASSOCIATED PROFESSIONAL SERVICES

###### Manufacturer Pricing Percentage Discounts

The Offeror must submit a "fixed" percentage discount from various manufacturers or equivalent for procuring equipment covered under this agreement. A "fixed" percentage discount would support the substituting for, or adding to, the product list in force at the time of award should a product become obsolete or manufacturer discontinued during the term of this contract. For manufacturers or equivalent not included in the list below the state desires the Offeror to add manufacturers or equivalent and provide the percentage discount for each manufacturer or equivalent added.

Offeror may also provide itemized pricing for equipment not covered in the below table, although this information will not be factored into Offeror's score.

Manufacturer or Equivalent	Discount % from MSRP
Adtran	
Aerohive	
Alcatel-Lucent	
Allied Telesis	
American Power Conversion	
Apple	
Aruba	
Barracuda	
Brocade	
Checkpoint	
Cisco Systems	
Dell	
D-Link	
Fortinet	
Hewlett Packard	
IBM	
Juniper Networks	
Linksys	
Meraki	
Meru	
NEC	
Netgear	
Panduit	
Ruckus	
Seagate	
SonicWALL	
Sun Microsystems	
Tripplite	
Ubiquiti	
Watch Guard Technologies	
Western Digital	
Xirrus	
<b>Total price points</b>	

**PrTotal available Price Points: 700**

Professional Services

Please provide pricing on a time and materials basis for professional services, including but not limited to design, installation, configuration and project management. Please quote for professional services that are eligible E-rate costs. Please complete the following tables. Vendor may also add the hourly rates of additional skill sets but there will be no price points awarded for these additional skill sets

	<b>Per hour / per technician- Design</b>
<b>M-F, 8am until 5pm</b>	\$
<b>M-F, 5pm until 8am</b>	\$
<b>Saturdays/Sundays</b>	\$
<b>Holidays</b>	\$
	<b>Per hour / per technician- Installation</b>
<b>M-F, 8am until 5pm</b>	\$
<b>M-F, 5pm until 8am</b>	\$
<b>Saturdays/Sundays</b>	\$
<b>Holidays</b>	\$
	<b>Per hour / per technician- Configuration</b>
<b>M-F, 8am until 5pm</b>	\$
<b>M-F, 5pm until 8am</b>	\$
<b>Saturdays/Sundays</b>	\$
<b>Holidays</b>	\$
	<b>Per hour / per technician- Project Management</b>
<b>M-F, 8am until 5pm</b>	\$
<b>M-F, 5pm until 8am</b>	\$
<b>Saturdays/Sundays</b>	\$
<b>Holidays</b>	\$

**Total available Price Points: 300**

Pricing for Small School and Medium School Scenario

Please provide pricing for the following two school scenarios (i) small school and (ii) medium school. For each scenario, please assume all cabling has been completed, and please assume necessary equipment not included in the below school scenario equipment list has been purchased, installed and configured and is ready for use by the school. For each scenario, in addition to equipment pricing, please include pricing for the installation and configuration of the equipment listed.

The characteristics and specifications of each school scenario is given below.

**Small School Characteristics**

- 200 students
- 17 classrooms

**Small School Equipment and Professional Services 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+
- Professional services required to install and configure the equipment
- Access Point licenses / management software

<b>Small School Scenario</b>	
20 Access Points	\$
Access Point controller	\$
1 48 port switch	\$
4 24 port switches	\$
Licenses	\$
Install/configure professional services	\$

**Total available Price Points: 250**

**Medium School Characteristics**

- 600 students
- 45 classrooms

**Medium School Equipment and Professional Services 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 switches
- 9 24 port switches
  - PoE and PoE+
- Professional services required to install and configure the equipment

<b>Medium School Scenario</b>	
54 Access Points	\$
Access Point controller	\$
2 48 port switch	\$
9 24 port switches	\$
Licenses	\$
Install/configure professional services	\$

**Total available Price Points: 250**

**(ii) REQUIREMENT GROUP 2 – CABLING AND INSTALLATION SERVICES**

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

Please provide the cost as specified in the table below, either per foot cost or material cost.

Vendor may also provide itemized pricing for equipment not covered in the below tables but there will be no price points awarded for this additional equipment.

<b>Patch Panels</b>	<b>Material Cost</b>
Cat 5 - 24 PORT	\$
Cat 5 - 48 PORT	\$
Cat 5 - 96 PORT	\$
Cat 6 - 24 PORT	\$
Cat 6 - 48 PORT	\$
Cat 6 - 96 PORT	\$
Cat 6a - 24 PORT	\$
Cat 6a - 48 PORT	\$
Cat 6a - 96 PORT	\$

<b>Patch Cables</b>	<b>Material Cost</b>
Cat 5 - 3 FT	\$
Cat 5 - 5 FT	\$
Cat 5 - 10 FT	\$
Cat 5 - 14 FT	\$
Cat 5 - 20 FT	\$
Cat 5 - 25 FT	\$
Cat 6 - 3 FT	\$
Cat 6 - 5 FT	\$
Cat 6 - 10 FT	\$
Cat 6 - 14 FT	\$
Cat 6 - 20 FT	\$
Cat 6 - 25 FT	\$
Cat 6a - 3 FT	\$
Cat 6a - 5 FT	\$
Cat 6a - 10 FT	\$
Cat 6a - 14 FT	\$
Cat 6a - 20 FT	\$
Cat 6a - 25 FT	\$

<b>Station Wiring/Cabling</b>	<b>Per Foot</b>
4PR NON-PLENUM W/JACK	\$
6PR NON-PLENUM W/JACK	\$
25PR NON-PLENUM	\$



50PR NON-PLENUM	\$
75PR NON-PLENUM	\$
100PR NON-PLENUM	\$
200PR NON-PLENUM	\$
4PR PLENUM W/JACK	\$
6PR PLENUM W/JACK	\$
25PR PLENUM	\$
50PR PLENUM	\$
75PR PLENUM	\$
100PR PLENUM	\$
200PR PLENUM	\$
CAT 6, 1071 W/ JACK, NON-PLENUM	\$
CAT 6, 2071 W/ JACK, PLENUM	\$
CAT 6, 1081 W/ JACK, NON-PLENUM	\$
CAT 6, 2081 W/ JACK, PLENUM	\$
CAT 6a, 1071 W/ JACK, NON-PLENUM	\$
CAT 6a, 2071 W/ JACK, PLENUM	\$
CAT 6a, 1081 W/ JACK, NON-PLENUM	\$
CAT 6a, 2081 W/ JACK, PLENUM	\$

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

FIBER OPTIC JUMPERS	Material Cost
SC-STD-MM 1 Meter Fiber Jumper	\$
SC-STD-MM 2 Meter Fiber Jumper	\$
SC-STD-MM 3 Meter Fiber Jumper	\$
SC-STD-MM 5 Meter Fiber Jumper	\$
SC-STD-MM 10 Meter Fiber Jumper	\$
SC-STD-MM 1 Meter Fiber Jumper	\$
SC-STD-MM 2 Meter Fiber Jumper	\$
SC-STD-MM 3 Meter Fiber Jumper	\$
SC-STD-MM 5 Meter Fiber Jumper	\$
SC-STD-MM 10 Meter Fiber Jumper	\$
LC-LC-MM 4 Foot Fiber Jumper	\$
LC-LC-MM 5 Foot Fiber Jumper	\$
LC-LC-MM 10 Foot Fiber Jumper	\$
LC-LC-MM 20 Foot Fiber Jumper	\$
SC-SC-MM 4 Foot Fiber Jumper	\$
SC-SC-MM 5 Foot Fiber Jumper	\$
SC-SC-MM 10 Foot Fiber Jumper	\$
SC-SC-MM 15 Foot Fiber Jumper	\$
SC-SC-MM 20 Foot Fiber Jumper	\$
SC-SC-MM 25 Foot Fiber Jumper	\$

LC-SC-MM 4 Foot Fiber Jumper	\$
LC-SC-MM 6 Foot Fiber Jumper	\$
LC-SC-MM 10 Foot Fiber Jumper	\$
LC-SC-MM 20 Foot Fiber Jumper	\$
LC-ST-MM 4 Foot Fiber Jumper	\$
LC-ST-MM 6 Foot Fiber Jumper	\$
LC-ST-MM 10 Foot Fiber Jumper	\$
LC-ST-MM 20Foot Fiber Jumper	\$

<b>FIBER OPTIC CABLING</b>	<b>Per Foot</b>
6 Strand MM Indoor Fiber	\$
12 Strand MM Indoor Fiber	\$
24 Strand MM Indoor Fiber	\$
36 Strand MM Indoor Fiber	\$
48 Strand MM Indoor Fiber	\$
72 Strand MM Indoor Fiber	\$
144 Strand MM Indoor Fiber	\$
6 Strand SM Indoor Fiber	\$
12 Strand SM Indoor Fiber	\$
24 Strand SM Indoor Fiber	\$
36 Strand SM Indoor Fiber	\$
48 Strand SM Indoor Fiber	\$
72 Strand SM Indoor Fiber	\$
144 Strand SM Indoor Fiber	\$
6 Strand MM Plenum Indoor Fiber	\$
12 Strand MM Plenum Indoor Fiber	\$
24 Strand MM Plenum Indoor Fiber	\$
36 Strand MM Plenum Indoor Fiber	\$
48 Strand MM Plenum Indoor Fiber	\$
72 Strand MM Plenum Indoor Fiber	\$
144 Strand MM Plenum Indoor fiber	\$
6 Strand SM Plenum Indoor Fiber	\$
12 Strand SM Plenum Indoor Fiber	\$
24 Strand SM Plenum Indoor Fiber	\$
36 Strand SM Plenum Indoor Fiber	\$
48 Strand SM Plenum Indoor Fiber	\$
72 Strand SM Plenum Indoor Fiber	\$
144 Strand MM Plenum Indoor Fiber	\$
6 Strand MM Outside Plant	\$
12 Strand MM Outside Plant	\$
24 Strand MM Outside Plant	\$
36 Strand MM Outside Plant	\$
48 Strand MM Outside Plant	\$
72 Strand MM Outside Plant	\$
96 Strand MM Outside Plant	\$
6 Strand SM Outside Plant	\$

12 Strand SM Outside Plant	\$
24 Strand SM Outside Plant	\$
36 Strand SM Outside Plant	\$
48 Strand SM Outside Plant	\$
72 Strand SM Outside Plant	\$
96 Strand SM Outside Plant	\$
144 Strand SM Outside Plant	\$
288 Strand SM Outside Plant	\$

6 Strand MM Indoor/Outdoor Fiber	\$
12 Strand MM Indoor/Outdoor Fiber	\$
24 Strand MM Indoor/Outdoor Fiber	\$
36 Strand MM Indoor/Outdoor Fiber	\$
48 Strand MM Indoor/Outdoor Fiber	\$
72 Strand MM Indoor/Outdoor Fiber	\$
96 Strand MM Indoor/Outdoor Fiber	\$
6 Strand SM Indoor/Outdoor Fiber	\$
12 Strand SM Indoor/Outdoor Fiber	\$
24 Strand SM Indoor/Outdoor Fiber	\$
36 Strand SM Indoor/Outdoor Fiber	\$
48 Strand SM Indoor/Outdoor Fiber	\$
72 Strand SM Indoor/Outdoor Fiber	\$
96 Strand SM Indoor/Outdoor Fiber	\$
144 Strand SM Indoor/Outdoor Fiber	\$
288 Strand SM Indoor/Outdoor Fiber	\$

<b>UNDERGROUND &amp; AERIAL CABLING</b>	<b>Per Foot</b>
22 Gauge Underground Cable (Gel Filled/Shielded)	\$
24 Gauge Underground Cable (Gel Filled/Shielded)	\$
22 Gauge Aerial Cable	\$
24 Gauge Aerial Cable	\$

**Total available Price Points: 750**

Please provide rate/hour for cable installation and maintenance services. Vendor may also add the hourly rates of additional skill sets but there will be no price points awarded for these additional skill sets.

	<b>Per hour / per technician-Installation</b>
<b>M-F, 8am-5pm</b>	
<b>M-F, 5pm-8am</b>	
<b>Saturdays/Sundays</b>	
<b>Holidays</b>	

	Per hour / per technician-Maintenance
M-F, 8am-5pm	
M-F, 5pm-8am	
Saturdays/Sundays	
Holidays	

**Total available Price Points: 750**

**(iii) REQUIREMENT GROUP 3 – MANAGED INTERNAL BROADBAND SERVICES**

Price per Student for Managed Internal Broadband Services

- 1) Vendor should provide a cost per student to provide all equipment and operate and maintain a managed internal broadband service.

\$	Per Student
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- 2) Vendor should provide a cost per student to operate and maintain a managed internal broadband service. In this case, please assume the school has purchased and installed all equipment.

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

Pricing for Small School and Medium School Scenario

**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) Vendor should provide a cost per student to provide all equipment, operate and maintain the network for the small school scenario. A description of a small school is given above. Please assume all cabling has been complete. Please include in your price the installation and configuration of equipment.

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

**Total available Price Points: 375**

2) Vendor should provide a cost per student to provide all equipment, operate and maintain the network for the medium school scenario. A description of a medium school is given above. Please assume all cabling has been complete. Please include in your price the installation and configuration of equipment.

\$	Per Student
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**Total available Price Points: 375**

- 3) Vendor should provide a cost per student to operate and maintain the network for the small school scenario where the school has purchased and installed the equipment. A description of a small school is given above. Please price the configuring of equipment (but not the installation).

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

**Total available Price Points: 375**

- 4) Vendor should provide a cost per student to operate and maintain the network for the medium school scenario where the school has purchased and installed the equipment. A description of a medium school is given above. Please include in the cost, the configuring of equipment (but not the installation).

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

**Total available Price Points: 375**

- E.2. TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm.
- E.3. EXPENSES:** Expenses are not allowed.
- E.4. DISCOUNT:** The State may receive a [Click here to enter text.](#) % discount for payment within [Click here to enter text.](#) days of receipt of correct invoice. This discount will not be a factor in making the award.
- E.5. TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.
- E.6. OFFEROR’S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.
- E.6.1. Offeror’s Price for the Initial Term: [Click here to enter text.](#)
- E.6.2. 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.
- E.6.2.1. Agency/University Formula for Determining Renewal Compensation: [Enter text](#)

E.6.2.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

**Include Section 2 Part E and related attachments in Packet 2**

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

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**SECTION 3.**

**F.1. TERM AND TERMINATION:**

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

1.1.1. In no event will the total term of this contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

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

**1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): **60 months**.

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

1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this 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. This contract may neither renew automatically nor renew solely at the Vendor's option.

**1.3. 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 this contract.

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, 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, then 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 this contract without additional written notice or (b) enforce the terms and conditions of this 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.

**1.4. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (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.



1.4.1. 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.

**1.5. 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 decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, 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. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## **F.2. PAYMENT TERMS AND CONDITIONS:**

**2.1. 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 in Vendor's invoices shall have no force or effect.

**2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

**2.3. 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 this contract is prior to execution.

**2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this 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 Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.

**2.5. 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 goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

**2.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this 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 be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 2.6.1. 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's/University's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice as mutually agreed upon in the contract and resulting orders.

Send invoices to the entity listed on each individual order:

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's/University's Illinois tax exemption number and Federal tax exemption information.

- F.3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this 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 fifteen (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 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.
- F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this 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 (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) 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 their respective records for five (5) 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 this contract or any subcontract 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 or subcontractor's books and records. 30 ILCS 500/20-65.
- F.6. 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 this contract is being resolved unless otherwise directed by the State.
- F.7. 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.

- F.8. 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 this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, 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 this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this 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 that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. 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 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 the confidentiality provisions of this contract.
- F.11. 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 real or personal 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 this contract infringe, misappropriate, or otherwise violate 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.
- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the 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 the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. 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 or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. 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.
- F.16. 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 subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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 dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- F.18. 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 this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency/University that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does 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/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.

- F.21. 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, to the extent 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.
- F.22. 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 this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.23. 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 notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, 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 limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. 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.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- F.26. 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 this contract.
- F.27. 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.

**STATE OF ILLINOIS**  
**EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

**G.** [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22037476), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as “add,” “replace,” and/or “delete.”
	<b>ADDITIONAL OFFEROR PROVISIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

By: [Click here to enter text.](#)

**Signed:** \_\_\_\_\_

Position: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

**STATE OF ILLINOIS**  
**STATE SUPPLEMENTAL PROVISIONS**

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**H.1.** State Supplemental Provisions:

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

Other (describe)

[Click here to enter text.](#)

## STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

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**I.1.** Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

**I.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is 5%.

**I.3.** Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

**I.4.** For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

**I.5.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.



## STATE OF ILLINOIS REFERENCES

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Provide references from established firms or government agencies (3 References from K-12 or libraries are preferred) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

**J.1.** Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

**J.2.** Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

**J.3.** Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

**J.4.** Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)