

STATE OF ILLINOIS CONTRACT RENEWAL

Department of Innovation and Technology

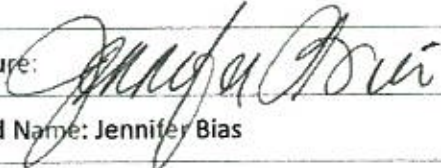
E-Rate Category 2 Internal Connections – Cable Installation (Renewal 1 of 1)

CMS795325A

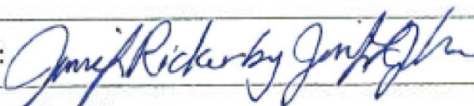
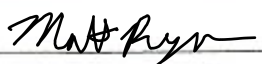
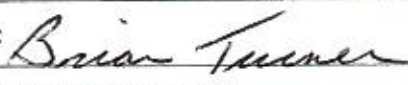
The undersigned Agency and Vendor, Ficek Electric & Communication Systems, Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

| | |
|--|--|
| Vendor Name: Ficek Electric & Communication Systems, Inc. | Address: 12 Gunia Drive La Salle IL 61301 |
| Signature:  | Phone: 815-223-2775 |
| Printed Name: Jennifer Bias | Fax: 815-224-5097 |
| Title: President | ALL NOTICES TO: Email: jbias@ficekelectric.com |
| Date: 9/21/2021 | |

STATE OF ILLINOIS

| | |
|---|---|
| Procuring Agency: Department of Innovation and Technology | Phone: 217-720-8651 |
| Street Address: 120 W. Jefferson St | Fax: |
| City, State ZIP: Springfield, IL 62702 | ALL NOTICES TO: DoIT.PSVM@illinois.gov & DoIT.GeneralCounsel@illinois.gov |
| Official Signature:  | Date: 9/22/2021 |
| Printed Name: Jennifer Ricker by Jenifer L. Johnson | |
| Official's Title: Acting Secretary | |
| Legal Signature:  | Date: 9/22/21 |
| Legal Printed Name: Matthew Runyen | |
| Legal's Title: General Counsel | |
| Fiscal Signature:  | Date: 9/22/2021 |
| Fiscal's Printed Name: Brian Turner | |

Fiscal's Title: Acting Chief Fiscal Officer

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# _____ Project Title E-Rate Category 2 Internal Connections – Cable
Installation _____

Contract # _____ Procurement Method (IFB, RFP, Small, etc): **Renewal**

IPB Ref. # _____ IPB Publication Date: _____ Award Code: _____

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source _____ Obligation # _____

CPO 33 – General Counsel Approval:

Signature _____ Printed Name _____ Date _____

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): The Illinois Department of Innovation and Technology (DoIT) and Ficek Electric & Communication Systems, Inc. (Vendor) are renewing Contract #CMS795325A (the "Contract") for the supply of cable installation and verification services to DoIT and its customers. This Contract covers installation and maintenance of cable (including but not limited to cat6 and cat6a) and fiber optic cable. DoIT and DoIT customers are eligible to place orders against this Contract, as clarified in Section 6 below.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin September 23, 2021 and shall run through September 22, 2026.
4. **COSTS** (describe calculation and/or cost basis, if applicable): Pricing per the original Contract. Estimated spend of this contract renewal is \$16,500,000.
5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.
6. This Renewal is issued by the Department of Innovation and Technology in cooperation and agreement with the Chief Procurement Officer for General Services. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract to all governmental units.

The supplies or services in this contract shall be distributed or rendered directly to each governmental unit. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

"Governmental unit" means the State of Illinois Department of Innovation and Technology, and those entities permitted to use the Illinois Century Network, including, but not limited to, K-12 schools, libraries, museums, colleges and universities, community colleges, local and state governments.. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

7. **SUBCONTRACTORS:** Will subcontractors be utilized? Yes No

- Subcontractor Name: Click here to enter text.

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.

Amount to be paid: Click here to enter text.

Address: Click here to enter text.

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

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

8. Section 4.8 "CONFIDENTIAL INFORMATION" of the Contract is hereby replaced with the following:

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 ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. At no additional cost, the receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in a non-proprietary and readily usable format, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information that: is lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; is received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9. The following provisions are hereby added to the Contract:

- 9.1. **COVID-19 PROTECTIONS:** In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Orders 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools,

Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

9.2. PREVAILING WAGE ACT: This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Prevailing Wage Act”). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor’s website for revisions to prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage requirements and notice and record keeping duties.

9.3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State contractors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Contractors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

9.4. SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to DoIT, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk

assessment, data classification and system categorization process will be administered by DoIT, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and DoIT technology and security Policies, Procedures, and Standards. <https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations. <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by DoIT, Division of Information Security.

Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>

State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

Name: Jennifer Bias

Business Name: Ficek Electric & Communication Systems, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 36-3875246

Legal Status (check one):

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

Signature of Authorized Representative:  _____

Date: Tuesday, September 21, 2021