



ILEAS Executive Director Status Report
April 16, 2008

Membership

	April 2007	April 2008	% Increase
Members	852	880	3%
Alarm Cards Completed	705	733	4%

Auditors

ILEAS staff has spent a significant amount of time preparing for the Federal Program Auditors. Several thousand pages of information and many hours have been invested providing documentation to them. They have visited the Administrative Offices twice. They are now inspecting four WMD SRT teams – Region 4, 6, 6/7 & 8. So far the feedback from them has been very good. More will follow once they have completed their reviews.

Inventory

The 2008 inventory of the special teams has begun by Jennifer Ford. She personally visits each team and visually inspects all of the equipment. Additional equipment that has been distributed is routinely added to the online database. The second annual inventory of the WMD SRT teams has been completed. Inventory of the Mobile Field Force equipment and Mobile Command Posts has begun.

Respirators

We continue to receive gas mask requests via the online form that is posted on the website. Presently, we have a few masks in the ILEAS storage garage (small masks only). We also have a surplus of canisters, carriers and monocles left over from the 211 gas mask packages that were returned from Peoria. Any additional masks that were left over from the most recent order have been distributed. Jennifer Ford is collecting requests for the next funding cycle. We occasionally receive a few random calls from agencies that have a surplus of equipment like gas masks or radios and are working to find homes for these additional items at neighboring agencies.

Rebanding

ILEAS has been selected as the vendor to provide management support to Central Management Services for the Rebanding project. The contract is for 3 years and is for \$84,000 (\$80K + \$4K contingency). See the attached contract and statement of work for details.

IESMA

At the December 2007 meeting, the Board approved ILEAS entering into a contract for services with IESMA to support their operation for a payment of \$20,000. ILEAS discovered that IESMA employed about 30-35 people who had no contracts and were paid hourly – which made them employees and not contractors. ILEAS staff wrote and executed nearly 30 contracts for IS300/400 and school safety instructors. The staff also streamlined the payment process for IESMA and they are now using the ILEAS purchasing system.

MABAS

ILEAS and MABAS central administrative office staff have met and discussed MABAS using the ILEAS purchase order system. MABAS will be using our system starting in the near future. The Board should take note that this move was mandated by ITTF and has been a relatively significant investment of our staff time – including travel north to MABAS offices as well as time spent by Indilus Technologies. We are discussing with MABAS an appropriate compensation.

Mobile Field Force Teams

Region	Lead Agency	Personnel	Equipment	Basic Training
Region 2 North-Winnebago Area	Winnebago County	Team Organized (64 members)	All equipment delivered	Completed
Region 3 North-Kane/McHenry	Elgin PD	Team Organized (50 members)	All equipment delivered	Completed
Region 3 South-Kankakee Area	Kankakee PD.	Team Organized (57 members)	All equipment delivered	Pending- April 28-30
Region 3 Central- METRO Southwest	Plainfield PD	Team Organized (70 members)	All equipment delivered	Completed
Region 4 – NIPAS	Rosemont PD.	Team Organized (120 members)	All equipment delivered	Completed
Region 6 –West Central Illinois	Quincy PD	Team Organized (46 members)	All equipment delivered	Completed
Region 8 – METRO East	St. Clair County	Team Organized (67 members)	All equipment delivered	Completed

Organizational Status

- All Mobile Field Forces except Region 3-South (Kankakee) are fully functional.
- There has been no significant interest in starting a team in any other location in the state.

Training

- All Mobile Field Forces have had basic training except Region 3-South (Kankakee).
- A basic training course will be held at the ILEAS Training Center in late Summer or early Fall for team members who were unable to attend their basic and for new members.

Equipment

- All individual equipment has been delivered. The last 2 Mobile Field Force trucks have been delivered to Plainfield and Kankakee.
- Region 3-Central and Region 3-South have not received any less lethal or chemical equipment, pending reinstatement of state funding.
- We will be ordering another uniform for each team member.
- Working on using Message One for team callout.

WMD Special Response Teams

Equipment

- Two Air Trucks have been ordered. One to Alton and one to Springfield.
- Six CBRN Response vehicles (transport) have been ordered.
- Working on maintenance agreements with Wilcox for the Patriots and iRobot for the Negotiator Robots. RoboticFx, our robot vendor, went out of business due to a law suit for patent infringement by iRobot.
- Working on new headset purchase.
- Flow testing of SCBA's has started.
- All teams have had their radios up graded with the ITTF template for STARCOM 21.

Certification

- All teams except 9/11 have been certified as operational. Region 9/11 has not yet filed the required paperwork.

Conference

ILEAS completed another successful conference on March 2-4 in Springfield – here is the attendance breakdown:

- 486 attendees (a few were also speakers)
- 21 speakers
- 20 staff & volunteers (one was also a speaker)
- 4 special guests
- 1 other (accompanied a speaker)

Next year's conference will be held March 1-3, 2009. The budget for the conference was as follows:

Income

Conference Income (registrations, vendors)	\$89,400
Outstanding Payments (delayed income)	\$4,487
Vendor Donations	\$3,800
Refunds	-\$1,585
Total	\$96,102

Expenses*

Hotel Rooms	\$65,279
Crowne Banquet	\$49,500
Insurance	\$150
Giveaways	\$11,787
Reception costs	\$1,457
Printing	\$5,693
Vendor set up	\$2,810
Other	\$1,084
Total	\$137,760

**does not include all the speaker fees – we have not received all the invoices yet.*

Once the dust settles on the payments and the invoices, this is the summary of the 2008 annual conference budget:

Income	\$96,208
Grants (06 & 07)	\$106,974
Expenditures	-\$137,760
Net Programmed Income	\$65,422

Training

Upcoming Training

April 14-18	WMD Tactical Operations in Champaign/Urbana
April 17-26	Basic SWAT Course in Peoria
April 28-30	Mobile Field Force Basic in Kankakee
April 28-May 2	WMD Advanced Tactical Operations in Joliet
June 16-17	Respiratory Protection at ILEAS Training Center
June/July TBA	Bomb Detection courses at ILEAS Training Center
August 27-29	Bearcat Armored Vehicle Operations in Springfield
Sept. 8-10	MCATI Course (St. Clair County area)
Fall TBA	Less Lethal Refresher Course
TBA	Detection Equipment for Law Enforcement (DELE) Course at ITC

ILEAS Training Center

Since the ILEAS Board approved this project in July, the following has occurred:

- ILEAS has been meeting more than weekly with the architects, Champaign County and the mechanical engineers as part of the project team.
- The lease payments have been made.
- Remodeling is underway and is approximately 60% complete.
 - Installation has begun on the A/V and Security
 - Network/telephone wiring is progressing well
 - The new parking lot construction has started
- All asbestos that was found during construction that requires abatement, has been abated.

- Furniture has been ordered and will be delivered in 3-4 weeks.
- Meetings are underway to establish specifications for all information technology hardware and architecture.
- An agreement has been reached with Louisiana State University for \$24,000/year for the ILEAS Training Center to be a shipping center for them as well as a training location starting July 1, 2008.
- IMERT and ILEAS are discussing their move to the ILEAS Training Center for a lease payment - the amount has yet to be determined.

Michele Watson attended and exhibited at the International Law Enforcement Educators and Trainers Association (ILEETA) conference. This was our first such opportunity to get out and talk with companies/vendors about using the ILEAS Training Center. It appears there are many possibilities, although we will need to be flexible on pricing since many vendors don't pay for facility rental and our income would have to be built into a tuition fee.

80 Hour Basic SWAT Course

On January 14, 2008, we were notified by DHS and ITTF that the NIPAS Basic SWAT class curriculum was approved by DHS. The important implication is that this means ILEAS can spend grant funds on the basic SWAT class. Congratulations to the NIPAS and the ITTF staff who finally got this approval!

Campus Security Task Force

Jim Luecking and Dave Owens continue to represent ILEAS on the Task Force. Dave Owens attended the Task Force Executive Committee Meeting on the campus of Northern Illinois University on Feb. 29, 2008. A pre-report review (lessons learned of the shooting incident) was conducted by Chief Brady along with other business of the Task Force. The final Task Force meeting is scheduled for April 9th in Springfield. They hope to finalize their report so it can be submitted to the governor. Once the report is accepted by the Governor it will be made public.

Statewide Interoperability Executive Committee (SEIC)

Dave Owens continues to attend the SIEC meetings as the ILEAS representative. This committee continues to define its role as the governance body for interoperable communications for the State of Illinois. The Committee continues to work on getting the SCIP (Statewide Communications Interoperability Plan) finalized for review/acceptance by the IEMA Director and the Governor. We recently approved a temporary request by the City of Chicago to operate a V-TAC interoperability Frequency at a fixed location within the City.

The ISP Director's Designee that chairs this committee is Col. Craig Allen. He's been involved with this committee since its inception and was instrumental in the STARCOM 21 Project for the Illinois State Police and the State of Illinois. Col. Allen announced that he is retiring at the end of April. We would like to thank Craig for his leadership and working involved in improving public safety communications within the State of Illinois and which him well in retirement.

Dave Owens is starting to attend the interoperability working group meetings as well as the monthly STARCOM 21 Project Committee meetings for ILEAS.

Unified Command Post Vehicles:

When a statewide drill of the STARCOM 21 Network was conducted on March 4, 2008, it was determined that two of the Unified Command Post Vehicle still did not have their STARCOM 21 radio programmed with the ITTF Template. DuPage Co's and Galesburg' vehicles have now been up graded with the ITTF Template. I have been asked to work with Jennifer Ford from the ILEAS Office to inspect all of the Unified Command Post's this year. I will do these inspections within the next 90 days. It should be noted that the radios in the UPC assigned to Galesburg were stolen and will be replaced by Galesburg PD.

Statewide Radio Test of STARCOM 21 Radio Network:

Dave Owens was asked by Mike Chamness to organize a statewide test of the STARCOM 21 Radio Network. Along with Dave Dato (Wauconda FD Chief), Gene Felchner/Stephen Jackson (IEMA) and Jim Pitchford (Macoupin Co. EMA) a drill process was developed.

The first drill was conducted on March 4, 2008 and involved the IEMA Communications Bureau at the SEOC doing a roll call with the Unified Command Post Vehicles and the ITECS trailers. The results of the first test were mixed with eleven of the thirteen UCP's and half of the nine ITECS reporting it when called. During this first test we identified some problems including programming issues that were corrected prior to the April 1st test.

The second drill was conducted on April 1, 2008. Chairman Chamness had asked to add a law enforcement agency and a fire department to the second test and advised the there would be federal auditors monitoring this test. The second test was conducted by IEMA region with pre-determined assets from each region being called and them being assigned a Region talk group to do additional testing and then a follow up report from the control agency in each IEMA Region back to IEMA Communications in Springfield. The April 1st drill was very beneficial with all but five responding to the roll call. We hope to organize additional monthly testing of the Network in the near future.

Radiation Detectors

The Personal Radiation Detector (PRD) program has made some significant steps forward since the last report in December 2007. As the Board is aware, there was a formal protect filed by Rae Systems about the ILEAS selection of Polimatrix as the vendor to provide radiation detectors. Our attorney has exchanged several letters with their attorneys. They have not responded in a last few months to our last letter. Based on the advice of Bill Fuerer and in consultation with President Beckwith, ILEAS is proceeding with contract negotiations with Polimatrix. ILEAS staff and Polimatrix are negotiating a sales contract which we anticipate will be completed by the end of April. Mike Chamness has asked that we purchase 5,000 radiation detectors in the first round of purchases at approximately \$650 apiece. The cost for that will be \$3.25 million.

Dues

There are 33 agencies that have not paid their dues for 2006 and 2007. We have contacted them all directly and sent notices and bills. An updated list has been attached. Staff requests that the Regional Co-chairs contact the chiefs and sheriffs of these delinquent agencies in their regions and attempt to persuade them to pay. The 2008 dues will be sent out later this month.

Requested Board Action

- Approve up to \$1,000,000 in MDC purchases
- Approve \$3,250,000 in radiation purchases
- Approve rebanding contract

Submitted By:  _____
James Page – Executive Director

**ILEAS Financial Statement
Year-to-Date Fiscal 2007/2008**

Business Checking Account

Income for FY 07/08	\$146,343
o Dues	
o Conference	
o M&A prepayment reimbursements	
o Interest	
Expenditures for FY 07/08	\$166,236
o Conference	
o Legal & Professional Services	
o Non-reimbursable administrative expenses	
o Taxes, licensing,	
o Repair and maintenance	
Net Income for FY 07/08*	-\$45,956
Account Balance	\$90,880

*ILEAS is currently owed:

- o \$20,000 from the IESMA contract
- o \$20,000 from Champaign County reimbursement
- o \$106,974 from the State for Conference reimbursements

Once these payments are made, ILEAS will have \$100,000 income over expenses for this fiscal year to date. Additionally, ILEAS did not have the \$125,000 State General Revenue Account this year so ILEAS bore the burden of some expenses that it did not in the previous year. Note also that ILEAS will be received \$38,000 in annual dues starting in May 2008. Barring any unforeseen significant expenses, ILEAS will end the fiscal year with approximately \$180,000 in the business account balance.

Grant Checking Account

Checks written to Vendors	\$12,359,400
Grant Reimbursements	\$12,377,621
Net for FY 07/08	\$15,313
Account Balance	\$46,309

Money Market Account

ILEAS has \$40,576 in a money market savings account. When possible, payments made on contracts for services like IESMA and the Training Center will be deposited into the money market.

Account Balance Summary

First National (grant account)	\$46,309
National City (business account)	\$90,880
National City (money market)	\$40,575
Total	\$177,765

Outstanding Dues Payments

Agency	Region	2006 Due	2007 Due	Total
Albion	9		\$25	\$25
Alexander Co	11	\$25	\$25	\$50
Alexis	2		\$25	\$25
Barry	6		\$25	\$25
Belgium	7		\$25	\$25
Chicago	4		\$200	\$200
Chicago State Univ.	4		\$50	\$50
Chrisman	7	\$25		\$25
Cicero	4		\$200	\$200
Coffeen	8		\$25	\$25
Dolton	4	\$100	\$100	\$200
DuQuoin	11		\$50	\$50
East. St. Louis	8	\$100	\$100	\$200
Eldorado	11		\$25	\$25
Fayetteville	8		\$25	\$25
Ford Heights	4		\$50	\$50
Gallatin	11	\$25	\$25	\$50
Gorham	11		\$25	\$25
Hardin Co	11	\$25		\$25
Harrisburg	11	\$50	\$50	\$100
Harvey	4		\$100	\$100
Hurst	11	\$25		\$25
Mackinaw	7	\$25		\$25
Rosemont	4	\$100		\$100
Royalton	11		\$50	\$50
San Jose	7		\$25	\$25
Sec. of State	6		\$200	\$200
Shawneetown	11		\$25	\$25
Sheridan	3	\$25	\$25	\$50
South Chicago Heights	4		\$50	\$50
U of I at Chicago	4	\$100		\$100
Wayne City	4	\$25	\$25	\$50
Winchester	6		\$25	\$25
Total				\$2,225

ICLEAR and Credentialing Grants Status - March 2008

2004 ICLEAR

Line Item	Amount	Spent & Obligated	Remaining
Chicago PD Oracle Data Conversion	760,000	760,000.00	0
Total:	760,000	760,000.00	Closed

2004 ICLEAR

Line Item	Amount	Spent & Obligated	Remaining
ICLEAR	750,000	741,961	8,039
Total:	750,000	741,961.00	Closed

2005 ICLEAR

Line Item	Amount	Spent & Obligated	Remaining
ICLEAR	750,000	750,000	0
Total:	750,000	750,000.00	Closed

2006 PLANNING

Line Item	Amount	Spent & Obligated	Remaining
Learning Management Sys.	250,000	0	250,000
Technical Consultants	2,000,000	2,000,000	0
Credentialing Consultants	325,000	156,558.21	168,442
Total:	2,575,000	2,156,558	418,442

2006 ICLEAR

Line Item	Amount	Spent & Obligated	Remaining
Hardware/Software	3,079,000	3,062,784.21	16,216
Learning Management Sys.	1,488,000	775,220	712,780
Credentialing	381,000	371,212.15	9,788
Credentialing Software	125,000	122,648	2,352
Oracle	250,000	151,208	98,792
Total:	5,323,000	4,483,072.36	839,928

2006 ICLEAR TRAINING

Line Item	Amount	Spent & Obligated	Remaining
Training	250,000	0	250,000
Total:	250,000	0.00	250,000

2007 ICLEAR

Line Item	Amount	Spent & Obligated	Remaining
Hardware/Software	169,750	138,067.97	31,682
ICLEAR Support	679,000	286,021	392,979
Credentialing Consultants	291,000	274,847.99	16,152
Credentialing Licensing	194,000	0	194,000
Expansion	727,500	0	727,500
Photo Enhancement	291,000	0	291,000
Riverglass Maintenance	33,950	0	33,950
Total:	2,386,200	698,937.09	1,687,263

**ICLEAR and Credentialing Summary
(March 2008)**

Line Item	Amount	Spent & Obligated	Remaining
ICLEAR	\$750,000	\$741,961	\$8,039
ICLEAR	\$750,000	\$750,000	\$0
LMS	\$250,000	\$0	\$250,000
Technical Consultants	\$2,000,000	\$2,000,000	\$0
Hardware/Software	\$3,079,000	\$3,062,784	\$16,216
LMS	\$1,488,000	\$775,220	\$712,780
Oracle	\$250,000	\$151,208	\$98,792
Training	\$250,000	\$0	\$250,000
Hardware/Software	\$169,750	\$138,068	\$31,682
ICLEAR Support	\$679,000	\$286,021	\$392,979
Expansion	\$727,500	\$0	\$727,500
Chicago PD Oracle	\$760,000	\$760,000	\$0
ICLEAR TOTALS	\$11,153,250	\$8,665,262	\$2,487,988
Credentialing Consultants	\$325,000	\$156,558	\$168,442
Credentialing	\$381,000	\$371,212	\$9,788
Credentialing Software	\$125,000	\$122,648	\$2,352
Credentialing Consultants	\$291,000	\$274,848	\$16,152
Credentialing Licensing	\$194,000	\$0	\$194,000
CREDENTIALING TOTALS	\$1,316,000	\$925,266	\$390,734
Photo Enhancement	\$291,000	\$0	\$291,000
Riverglass Maintenance	\$33,950	\$0	\$33,950
OTHER PROJECTS TOTALS	\$324,950	\$0	\$324,950
GRAND TOTALS	\$12,794,200	\$9,590,529	\$3,203,671



Mark Beckwith
Chief of Police
Milan
President

Robert McCarty
Sheriff
Livingston County
Vice-President

Donald Bennett
Chief of Police
Plainfield
Treasurer

Larry Evans
Chief of Police
Centralia
Secretary

Brent Fischer
Sheriff
Adams County
Sergeant-at-Arms

James Page
ILEAS
Executive Director

Walter Stanton
Harold Mays
Don Kauerauf

March 28, 2008

Gentlemen:

As requested, this letter documents the **revised** expenses anticipated and agreed upon by ILEAS, CMS and Sprint/Nextel for the administration of the StarCom21 re-banding project for local agencies in Illinois.

Inventory Software Modification

ILEAS will direct its programming vendor, Indilus Technology, to modify our existing inventory system to account for non-ILEAS-issued StarCom21 radios. This pre-existing software tracks each radio and jurisdiction. The enhancement will also track the status of the re-banding of each radio for all the parties involved. The existing software will be modified to:

- Provide a web password-secured access of all StarCom21 radios that need re-banded with fields that include:
 - Owner (agency)
 - Serial number
 - Source of radio (ITTF, IESMA, ILEAS, MABAS, etc.)
 - Date of re-banding and payment info "touch" #1
 - Date of re-banding payment info "touch" #2
- Provide access to reports for CMS, 1700 agencies within ITTF, Motorola, and SPRINT/NEXTEL by request regarding the status of each radio during the project
- Access to this software can be provided to the State and Chicago radios if requested for their use during rebanding

Project Management and ITTF Subscriber Reimbursement Coordination

ILEAS will use contract staff to:

- Manage the details of the work orders and the payments
- Market the project by working with local agencies, IESMA, ITTF and MABAS staff
- Maintaining the online database
- Contact local agencies in the various regions to encourage them to get the radios re-banded
- Represent ILEAS on all re-banding issues
- Attend project meetings and re-banding sessions to support local agencies. Expenses include hotel accommodations to attend at least 20 sessions throughout the engagement.

Project Oversight and Administration

Project oversight and administrative support by the Executive Director, management and accounting staff, duties include:

- ILEAS Executive Director – will provide project oversight
- Inventory Manager – will oversee the official ILEAS inventory of the radios originating from IESMA and ILEAS
- Accounting Coordinator – will process purchase orders, record and account for all checks issues to agencies and writing approximately 2,000 checks.
- Postage/Forms/Office Supplies

This covers the development and printing of forms and mailings. This includes:

- Postage for 4 statewide mailings 2 per touch to all ITTF STARCOTM Subscribers
- 5,000 rebanding authorization and requisition forms - multi-copy forms
- Office supplies

Cost Summary

ILEAS	Hours	Rate	Expenses	Total
Inventory Software Modification				
Software Development and Maintenance	220.00	\$100.00	\$0.00	\$22,000.00
Project Management and ITTF Subscriber Reimbursement Coordination				
ILEAS Support Staff (Contract and ILEAS Staff)	2087.58	\$16.67		\$34,800.00
Hotel Expenses to Attend Meetings			\$1,800.00	\$1,800.00
Project Oversight and Administration				
Project Oversight, Inventory Control and Accounting (Blended Rate) Executive Director (est. 100 hrs) Inventory Manager (est. 200 hrs) Accounting Coordinator (est. 200 hrs)	500.00	\$30.00		\$15,000.00
Supplies, Postage, Forms and Hardware Postage for 4 Statewide Mailings (\$3,400) 5000 Multi-copy Forms (\$2,000) Office Supplies (\$1,000)			\$6,400.00	\$6,400.00
Sub-Totals				
Cost Estimate				\$71,800.00
Expenses				\$8,200.00
				\$80,000.00
5% Contingency				\$4,000.00
Total				\$84,000.00

Security

The contract staff members assigned to this program as well as the Executive Director has SECRET clearance. ILEAS staff undergoes background investigations. ILEAS also has security and confidentiality procedures in place and written into all contracts.

If there are any questions or modifications that you believe are necessary, please let me know as soon as possible. I am looking forward to our conference call tomorrow.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Page", with a long vertical stroke extending downwards from the end of the signature.

Jim Page

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. **TERM AND TERMINATION**
2. **DESCRIPTION OF SUPPLIES / SERVICES**
3. **PRICING**
4. **STANDARD TERMS AND CONDITIONS**
5. **CERTIFICATIONS AND CONFLICTS**
6. **SUPPLEMENTAL PROVISIONS**

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

VENDOR

(show name) ILEAS/James Page Executive Director

Signature _____

Printed Name James Page

Title Executive Director Date _____

Address 1905 East Main

Urbana Illinois 61802

Phone (217) 328-3800 Fax _____

E-mail jrpage@ileas.org

Dept. of Human Rights Public Contract # _____

STATE OF ILLINOIS

(name of Agency/Buyer) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature _____

Designee Signature _____

Printed Name _____

Printed Name _____

Title _____ Date _____

Title _____ Date _____

Address _____

CPO #33 -- Approved by General Counsel

Phone _____ Fax _____

Signature _____

E-mail _____

Printed Name _____ Date _____

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc): _____	Award Code: _____
IPB Publication Date: _____ IPB Ref. # _____	Subcontractor Utilization? Y / N Subcontractor Disclosure? Y / N
(Fiscal Use Only) Obligation # _____	

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties and shall continue until June 30, 2009.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

This Contract may be renewed for three (3) one (1) year periods at the State's option. The total estimated compensation as indicated in Section 3.2 applies to the original term and includes all renewal terms.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. Similarly, Vendor may terminate this Contract in whole or in part upon 30 days notice without the payment of any penalty or incurring any further obligation to the State. To the extent that the contract is terminated, Vendor shall transfer to the State all of the information (including data, documents and reports) created or compiled in the performance of the work under this contract.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES

The Federal Communications Commission, in their Report and Order, FCC 04-168, in WT Docket 02-55 as modified in the Supplemental Order, FCC 04-294 (together, "Report and Order") has mandated that the State of Illinois as an 800 MHz licensee must relocate their operating frequencies within the 800 MHz band in order to accommodate the relocation of Sprint Nextel's operating frequencies to another portion of the 800 MHz band. The general usage term for this relocation is "Rebanding". The compensable costs of this relocation will be entirely borne by Sprint Nextel, and the administrative and financial aspects will be overseen by the 800 MHz Transition Administrator (TA). The State of Illinois and Sprint Nextel has entered into a Frequency Reconfiguration Agreement (FRA) that will govern the rebanding efforts of the State.

As a consequence STARCOM21, the State's premier 800 MHz radio network and all of its corresponding equipment and subscribers will be rebanded. The State requires the services of the Vendor to help coordinate rebanding implementation and the administration of the reimbursement by Sprint Nextel of rebanding related expenses to a subset of STARCOM21 subscribers, the ITTF STARCOM21 subscribers. The ITTF STARCOM21 subscriber base consists of approximately 2915 radios that are disbursed throughout the State in various communities. The Vendor will have the fiduciary responsibility for the acceptance of funds reimbursed by Sprint Nextel and the distribution of such funds to the ITTF STARCOM21 subscribers that accrue expenses involved in rebanding their radios. The Vendor will also modify existing inventory software for the tracking of the rebanding status of ITTF STARCOM21 subscribers and to manage the distribution of these funds to insure the successful completion of this portion of the project. All Vendor costs associated with providing these services to the State will be paid by Sprint Nextel in accordance with the FRA that has been executed between the State and Sprint Nextel.

2.2 GOALS AND OBJECTIVES

The services provided by the Vendor will help the State to effectively manage the rebanding of the ITTF STARCOM21 subscribers and their reimbursement from Sprint Nextel for the expenses incurred for the effort involved meeting the States' rebanding requirements.

2.3 SUPPLIES AND/OR SERVICES REQUIRED

Inventory Management

The Vendor will direct its subcontracting programming vendor, and be responsible for the modification of its existing inventory system(s) to account for the ITTF STARCOM21 subscriber user base. This software will be used to track each ITTF STARCOM21 subscriber radio and jurisdiction involved with rebanding. It will also track the status of the rebanding of each radio for all the parties involved. It is integral to the Vendor's ability to perform the services identified. The scope of the modification will include the following elements:

- Provide a web-based, password-secured access of all ITTF STARCOM21 radios that need rebanding with fields that include:
 - Owner (agency)
 - Serial number
 - Source of radio (ITTF, IESMA, ILEAS, MABAS, etc.)
 - Date of re-banding and payment info for first touch of all subscribers
 - Date of re-banding payment info for second touch of all subscribers
- The software will be available in two versions:

- A full version with all data fields and associated reports and query capabilities that is password protected and available to whomever the project managers approve
 - An abridged version that will be publicly available to the ITTF STARCOM21 subscribers that own the radios so that they may check on the status of their radio and their payment
- The Vendor will complete the software modifications at least 30 days prior to the start of the ITTF STARCOM21 subscriber rebanding at which time it will be available for the State's review and modification requests.
 - All initial State modification requests must be submitted within 14 days of completion.
 - Subsequent modifications will be made as required and agreed to by the Vendor and the State.
 - All requested modifications will be completed by the vendor within 14 days of request.
 - Data uploading will start once the final version of the software is ready.
- The software will be completely operational with data ready prior to start of the ITTF STARCOM21 subscriber rebanding
- Access to this software will be provided to the State, its vendors and ITTF STARCOM21 subscribers if requested for their use during rebanding
- Access to reports for the State, its vendors and ITTF STARCOM21 subscribers regarding the rebanding and reimbursement status of each radio during the project will also be provided
- Vendor will provide training for those authorized to query the data.
- Vendor will maintain the intellectual property rights to its inventory system that is being modified.
- The Vendor shall maintain all data, documents and reports during the term of this contract. The Vendor shall, upon written request, provide to the State timely copies of all data, reports and documents pertaining to the rebanding project as outlined in this contract. The Vendor shall also maintain a copy of the aforementioned data, reports and documents upon conclusion of this contract. The Vendor shall not distribute or disseminate any data, reports or documents to parties other than its various sub-contractors that may need the data to support accounting, software and other applicable systems without first obtaining written permission from the State.

Project Management and ITTF Subscriber Reimbursement Coordination

Vendor and its subcontractor(s) will provide the following services:

Fiduciary Responsibilities

- Vendor will work with the State to develop a process to manage the ITTF STARCOM21 subscriber reimbursements from Sprint Nextel per the Frequency Reconfiguration Agreement (FRA) between the State and Sprint Nextel. The FRA indicates that an estimated 2915 ITTF STARCOM21 subscriber radios will be rebanded. The reimbursable costs associated with the effort expended by the ITTF STARCOM21 subscribers to bring in their radios for rebanding has been estimated at \$615,647.44 with a 10% contingency. It is those funds that the Vendor will have fiduciary responsibility for once reimbursement requests are submitted to the State for approval and acknowledgement for payment by Sprint Nextel.
- Rebanding of the ITTF STARCOM21 subscribers will take place in two phases, Touch 1 and Touch 2. This is when the ITTF STARCOM21 subscriber radios are reprogrammed to operate on the new 800MHz frequencies. Reimbursements will be approved by the State and distributed by the Vendor during each phase to those ITTF STARCOM21 subscribers who satisfied the rebanding requirements as defined by the Vendor and the State. The reimbursement estimates are per subscriber radio and are detailed below:

	Portable Radios (995 estimated)	Mobile Radios (1920 estimated)
Touch 1	\$109.19	\$119.70
Touch 2	\$ 88.18	\$ 98.69

The Vendor assumes no responsibility for the reimbursement of any ITTF STARCOM21 Subscriber costs that are not identified in this agreement and the corresponding FRA between the State and Sprint Nextel.

- The number of ITTF STARCOM21 subscribers is subject to change during the course of this project. Any increases to the number of subscribers may impact the reimbursement estimates as well as the scope of this agreement. This possible increase in scope will be managed in accordance with the change notice process detailed in the FRA between the State and Sprint Nextel. The Vendor and the State will work together to submit the appropriate change requests to Sprint Nextel and to amend this agreement as needed to address increased scope.

Vendor Support Staff Responsibilities

Vendor will utilize support staff to assume the following responsibilities:

- Prior to the beginning of the ITTF STARCOM21 subscriber rebanding the Vendor's support staff will:
 - Attend project kick-off meeting and follow up meetings as required
 - Coordinate communication and activities between the Vendor, the State, Motorola and ITTF STARCOM21 subscribers
 - Begin the marketing effort to target ITTF STARCOM21 subscribers to educate them about the rebanding effort
 - Acquire, review and edit the entire database of radios, subscribers, etc.
 - Become familiar with the inventory management software and work with the software vendor to ensure that necessary fields and features are present
 - Work with the State and Motorola to identify:
 - Rebanding field locations
 - Console and base station locations
 - Schedule of rebanding events
- Subsequent to the start of the ITTF STARCOM21 subscriber rebanding the Vendor's support staff will:
 - Continue marketing, communication and coordination with ITTF STARCOM21 subscribers about specific rebanding sites/dates in their regions
 - Represent the Vendor on all rebanding issues that arise with the State and its vendors.
 - Attend project meetings and rebanding sessions to support the ITTF STARCOM subscribers
 - Attend each ITTF STARCOM21 subscriber scheduled rebanding event and:
 - Liaison between the Vendor and ITTF STARCOM21 subscribers with regard to rebanding
 - Ensure that the rebanding vouchers are completed accurately
 - Provide support as required for the execution of the event and assistance to the assigned staff
 - Ensure that the vouchers are submitted to the ILEAS Administrative Office in a timely manner so that they can be processed accordingly
 - Conduct a follow up review after each ITTF STARCOM21 subscriber scheduled rebanding event to identify subscribers that failed to participate and to reach out to them to ensure their participation in a subsequent rebanding event
 - Maintain the online database as necessary based on data gathered at the events

Administrative and Project Oversight Responsibilities

Vendor will provide overall project management and support by utilizing their Executive Director, Management and Accounting staff. Responsibilities include:

- Executive Director

- Overall management of the entire process to ensure that the programming, staff and agency relationships are working properly and that the payments are being processed efficiently and quickly.
- Ensure that the ancillary purchases have been made within policy
- Ensure that all contracts and planning documents are completed as required
- Ensure that appropriate data security measures are being taken
- Inventory Manager
 - Work with Temporary Contract Staff to ensure that the data in the database is accurate with regard to serial numbers, ownership, etc.
 - Work with the Illinois Emergency Services Management Association (IESMA), the Mutual Aid box Alarm System (MABAS), the Illinois Terrorism Task Force (ITTF) staff and ILEAS agencies to ensure the accuracy of the data
- Accounting Coordinator
 - Efficiently process purchase orders by:
 - Recording and accounting for all checks issued to ITTF STARCOM21 subscribers
 - Writing checks to each ITTF STARCOM21 subscriber
 - Maintaining financial audit documents for the annual Vendor audit
 - Maintaining separate bank accounts to process the electronic transfers and the checks
 - Ensuring that the checks are sent to the appropriate ITTF STARCOM21 subscriber
 - Maintaining separate records on all ancillary costs such as postage, forms, copying, supplies, etc.
 - Submitting reimbursement requests to the State and SPRINT/NEXTEL
 - Maintaining records on Temporary Contract Staff expenses

Vendor is also expected to incur expenses due to the purchase of supplies for mailing and communications as well as travel associated project coordination and oversight.

Postage/Forms/Office Supplies

- Vendor will develop forms that are appropriate for use during the project to communicate with the ITTF STARCOM subscribers. Postage and printing is also required for the mass mailings required to facilitate the completion of the work.
- Vendor will also purchase the office supplies needed to support the project

Travel

- Vendor will require travel expenses associated with the attendance of a minimum of 20 rebanding meetings during the project. Expenses for travel will be invoiced to Sprint Nextel in the same manner as other expenses.

2.4 MILESTONES AND DELIVERABLES

Vendor shall not perform services, provide supplies or incur expenses in an amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State and Sprint Nextel in accordance with the change notice process identified in the executed Frequency Reconfiguration Agreement (FRA) between the State and Sprint Nextel prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ 84,000.00

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. The Vendor will provide its own office space and incur normal office expenses including telephone internet capability.

2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies. The Vendor represents and warrants that Vendor will provide services that conform and are consistent with the requirements described by the State in the request for services and the representations made by Vendor in its Statement of Work provided to fill these needs in the contract between the State and Sprint Nextel.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

N/A

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION

Vendor shall be compensated by the following method by Sprint Nextel directly upon submission of State approved and acknowledged Vendor invoices for services rendered per this agreement and the executed FRA between the State and Sprint Nextel. All compensation is considered **Not-to-Exceed** unless a higher amount is authorized in writing by the State and Sprint Nextel in accordance with the change notice process identified in the executed FRA between the State and Sprint Nextel prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

The Vendor understands that the payments as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed.

item

Inventory Management

\$22,000 Software Modification

Project Management and ITTF Subscriber Reimbursement Coordination

\$34,800 Vendor Support Staff (Employee and Contract)

Administration and Project Oversight

Administration and Project Oversight

\$15,000 Vendor Management and Administrative Support as required

Postage/Forms/Office Supplies

\$6,400 Postage, Mailings, Printing, Supplies, Etc

Travel

\$1,800 Travel Expenses

Contingency

\$4,000 Contingency Funds

Contingency funds have been identified to cover up to a 5% budget overrun. Invoices should be submitted identifying the use of these funds if needed. Any costs expected to exceed the contingency funding identified will need to be approved in accordance with change notice process as detailed in the FRA between the State and Sprint Nextel.

Vendor must submit its invoices in accordance with the stated estimated amounts identified above for each category.

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

- Firm Price _____
- Estimated Price \$84,000

3.3 RENEWAL COMPENSATION

If this contract is renewed, each renewal term will assume the remaining compensation of the total term as the go forward contract price

3.4 EXPENSES

This contract allows for reimbursement by Sprint Nextel of expenses incurred by the Vendor, including but not limited to, telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem to the extent that Sprint Nextel considers the expenses as a compensable activities.

3.5 DISCOUNT

No discounts are available for the delivery of this project at this time.

3.6 TAX

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor must fax its invoices for services provided to the State and for the ITTF STARCOM21 subscriber reimbursement requests to Sprint Nextel at 866.221.6990. DO NOT send invoices to Sprint Nextel by mail. Before an invoice will be paid, Sprint Nextel requires a confirmation from the State (in the form of an "Incumbent Acknowledgement") that Vendor has delivered and/or performed the goods and/or services listed on the invoice and/or has achieved any required contractual milestones covered by the invoice. At the same time Vendor faxes an invoice to Sprint Nextel, Vendor also must submit a copy of the invoice to, Steve Wieland at Steve.Wieland@illinois.gov so that the State will be able to review any invoiced goods and/or services in order to confirm their delivery and/or performance and any invoiced milestones in order to confirm their achievement and provide the required Incumbent Acknowledgement. If the State determines that any invoiced goods and/or services have not been delivered and/or performed or that any invoiced milestones have not been achieved as required by this Agreement, the State will promptly notify Vendor in writing of the reasons for that determination.

Invoices. In order to be paid by Sprint Nextel, invoices must include the following information:

- Vendor's name (must match the name submitted on the Payee Setup Form submitted by Vendor to Sprint Nextel)
- Vendor's "remit to" address
- Vendor's representative's name and contact information (for questions about the invoice)
- Agency's name
- Deal Number (to be provided by Sprint Nextel)
- A detailed list of goods and/or services or milestones for which Vendor is requesting payment (broken out by line item) as well as the total sum
- Applicable sales tax
- Invoice date
- Invoice number

3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 Payment will be made as specified by the Frequency Reconfiguration Agreement (FRA) reached between the State and Sprint Nextel through the efforts specified in this contract. Sprint Nextel has agreed to pay "allowable costs" related to this work. The State of Illinois assumes no responsibility for what Sprint Nextel considers "allowable". Any disputes on costs will be the responsibility of the Vendor to resolve with Sprint Nextel.

Sprint Nextel will make payments in accordance with the payment terms identified in the FRA which indicates Sprint Nextel will pay the Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth in Section 3.1. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice." To the extent permitted by law, the Vendor agrees that any dispute related to Sprint Nextel's obligation to pay, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions detailed in the attached Alternative Dispute Resolution Plan, as it may be amended from time to time. The State agrees to work with the Vendor to help facilitate the dispute resolution process as defined.

3.8.2 The State will not provide any funds for services provided under this contract. The payment for any services provided under this contract is contingent upon funding approved by Sprint Nextel and the 800MHz Transition Administrator, LLC ("TA"). Sprint Nextel must approve all rebanding funding requests and change notices. The FRA will govern the expenses and services approved for this contract with the State of Illinois. Any expenses not approved by Sprint Nextel must follow the Dispute Resolution Process as detailed in the attached Alternative Dispute Resolution Plan. The State agrees to work with the Vendor to help facilitate the dispute resolution process as defined. The State of Illinois assumes no responsibility for any expenses incurred by the Vendor.

To the extent the Vendor is not paid by Sprint Nextel for any reason, Vendor specifically agrees that it has no claim or cause of action against the State of Illinois for payment as a resort of its performance under this contract. The Vendor understands that the payments as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract. The Vendor will supply personal equipment, insurance and support not identified in the State of Work and budget.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (**30 ILCS 500/25-60(b)**).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State's obligations shall cease immediately, without penalty or further payment being required, if 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.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by

law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 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 to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to 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 representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors 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. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 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/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 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.

4.13 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 officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Adm. Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is

incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (**42 U.S.C. § 12101 et seq.**) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

5.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (**30 ILCS 500/50-5**).

5.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).

5.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (**30 ILCS 500/50-10.5**).

- 5.7** Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 5.8** Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledges that failure to comply can result in the Contract being declared void.
- 5.9** Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void **(30 ILCS 500/50-14)**.
- 5.10** Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 5.11** Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 5.12** Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 5.13** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception **(30 ILCS 565)**.
- 5.14** Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees **(30 ILCS 580)**.
- 5.15** Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 5.16** Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States **(720 ILCS 5/33 E-3, E-4)**.
- 5.17** Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 5.18** Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- 5.19** Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction **(30 ILCS 583)**.

5.20 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (**30 ILCS 584**).

5.21 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (**30 ILCS 500/50-14.5**) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (**410 ILCS 45**) are prohibited from doing business with the State until the violation is mitigated".

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

5.23 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.23.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.23.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).

5.23.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

5.24 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (**30 ILCS 500/25-80**).

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- Definitions
- Public Works Requirements (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- Prohibition on Contingent Fees (certain federally funded contracts)
- BEP Subcontracting Requirements
- State Supplemental Terms and Conditions
- Vendor Supplemental Terms and Conditions
- Other (describe)

The following attachments shall be incorporated and be made part of this contract:

- Frequency Reconfiguration Agreement (FRA) between the State and Sprint Nextel including the base agreement and:
 - Schedule C Addendum
 - ILEAS Rebanding Proposal as submitted to Sprint Nextel
- Alternative Dispute Resolution Plan

Taxpayer Identification Number

I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

Company Name: _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

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

VENDOR (Official Name and D/B/A)

Signature

Date

Printed Name

Title