

SPECIAL EDUCATION DISTRICT OF LAKE COUNTY
18160 W Gages Lake Road, Gages Lake, Illinois 60030-1819
847-548-8470 Fax 847-548-8472 VP 224-207-8476
www.sedol.us

Valerie M. Donnan, Ed.D.
Superintendent

Matt Barbini, Ed.D.
Director of Innovation and Technology

ADDENDUM #2
REQUEST FOR PROPOSAL
CLOUD-BASED VIDEO SECURITY SOLUTION
MARCH 18, 2024

This addendum has been developed to provide additional specifications and guidance to vendors interested in responding to SEDOL's Request for Proposal (RFP) for a Cloud-Based Video Security Solution.

Required Contract Form

Vendors must agree to all the terms and conditions stated in the RFP and in the Contract form attached hereto as Exhibit A. Vendors must include a properly completed and signed version of Exhibit A with their proposals, signed by an identified individual authorized to bind his or her respective company. Upon award of the Contract by SEDOL, Exhibit A and the documents referenced therein will become the parties' Contract for the Work.

EXHIBIT B

CONTRACT FORM (TO BE SIGNED AND SUBMITTED WITH PROPOSAL)

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the Special Education District of Lake County (“SEDOL” or “District”), and _____ (“Vendor” or “Respondent” or “Contractor”).

WITNESSETH:

WHEREAS, the District issued a Request for Proposal (“RFP”) for a Cloud-Based Video Security Solution for its buildings (the “Work”); and

WHEREAS, the Contractor has submitted a Proposal for provision of the Work; and

WHEREAS, the District wishes to award the Contract to the Contractor to provide the Work in accordance with the RFP specifications and the terms and conditions below.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Contract Documents. The documents comprising the entirety of this Contract are the District’s full RFP, any addenda, Contractor’s proposal, and this Contract. The terms of the RFP and this Contract shall control over any conflicting terms in any referenced agreement or document.
2. Document Supremacy. In the event any term or provision of this Contract conflicts with a term or provision of the RFP or Contractor’s proposal, the term or provision most favorable to the District shall prevail.
3. Compensation. Contractor shall provide the Work as awarded by District and shall be compensated as detailed in Contractor’s proposal, in accordance with the terms of the RFP. Contractor’s invoices shall include sufficient information to demonstrate entitlement to payment under the Contract, in the District’s exclusive discretion. Contractor shall provide any backup or further explanation or documentation supporting any invoices upon request by the District. Payments and penalties shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*). The District shall not waive any customary warranties nor waive any rights by making payment.

4. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the District and its respective individual Board members, agents, consultants and employees (collectively, the “**Indemnitees**”), from and against all liabilities, claims, damages, losses, causes of action, suits, judgments and expenses including but not limited to attorneys’ fees and the costs of litigation (including, but not limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents by Contractor. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to any party or person described in the Contract Documents. Contractor and each subcontractor agree to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured during the Work and waive any limitation of liability defense based upon the *Workers’ Compensation Act*, court interpretations of said Act or otherwise, to the fullest extent permitted by law. Contractor shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

5. Insurance. The Contractor shall procure and maintain at its own cost and expense: (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney’s fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate; (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate; (3) professional liability insurance in the minimum amount of \$1,000,000 per occurrence and in the aggregate; (4) worker’s compensation coverage in the minimum statutory amounts, and (5) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The Contractor shall name the Indemnitees as additional insureds on all insurance policies required herein, with the exception of the worker’s compensation insurance. The insurance required of the Contractor shall be primary.

The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The certificates of insurance and all

insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the Board. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

6. Compliance With Laws and Board Policies. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of the Work. Contractor further agrees to comply with all applicable District policies. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). Contractor shall further comply with the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.* The Contractor shall pay not less than the applicable prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. The prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website; it is the Contractor’s responsibility to ensure it pays the appropriate prevailing wages. Moreover, the Contractor shall ensure that each subcontract it awards shall contain specific language therein requiring each subcontractor to pay not less than the applicable prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. The Contractor shall make, keep and, to the extent required by law, submit to the Owner a certified payroll in compliance with the Act.

As required by the *Criminal Code of 2012*, 720 ILCS 5/33E-11, by executing this Contract, Contractor certifies that it is not barred from contracting with any unit of State or local government for any reason whatsoever, including, but not limited to, a violation of the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code of 2012* or as a result of a violation of any other

law. Contractor acknowledges that SEDOL may declare this Contract void if the certification herein is false.

The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations attached hereto as Exhibit B. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable.

The Contractor understands that smoking is prohibited on school property pursuant to State and federal law and shall not allow smoking at the District's property. Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school property except in limited circumstances with notice to and approval of SEDOL. Any employee of the Contractor or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the Contractor and replaced. Contractor represents and warrants to SEDOL that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

It is the understanding of the parties that no employees of the Contractor performing work under this Contract will have direct, daily contact with pupils of any school in the District. If any individual performing any work will have direct, daily contact with students, or if otherwise requested by SEDOL, Contractor must immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no cost to SEDOL, by change order or otherwise. SEDOL will notify the Contractor if SEDOL determines that any individual is not eligible to be present on the District's property in connection with the Work. Due to

restrictions on disclosure of background check information, SEDOL may not specify to Contractor the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, Contractor shall provide to SEDOL, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

7. Assignment. The Contractor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the District.
8. Bonds. Pursuant to the *Public Construction Bond Act*, 30 ILCS 550/1, prior to commencing any Work, the Contractor shall provide a payment and performance bond in the amount of one hundred percent (100%) of the Contract Sum, conditioned for the completion of the Contract, for the payment of material used in such Work and for all labor performed in such Work, whether by subcontractor or otherwise. The surety on the bond must be a company acceptable to the Owner that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc. or another rating company acceptable to the Owner. Pursuant to the *Prevailing Wage Act*, 820 ILCS 130/4, the required bonds shall include a provision that will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law.
9. Waivers. The failure of the District to demand strict performance on any one occasion shall not in any way affect, limit, or waive the District's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The District shall not have waived any rights under the Contract Documents unless specifically set forth in writing.
10. Rejection and Cancellation: The District reserves the right to reject any goods or services and to cancel all or any part of this sale if the Contractor fails to deliver all or any part of the goods or services described in the Contract. Acceptance of any part of the goods or services covered by the RFP shall not obligate the District to accept future shipments or Work nor deprive it of its right to revoke any acceptance theretofore given. If the Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Contractor, or if a receiver for the Contractor is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Contractor, the District

may cancel this Contract without liability except for deliveries previously made or for goods covered by the RFP then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

11. Termination. The District reserves the right to terminate this Contract with or without cause at any time during any Contract period by giving the Contractor not less than thirty (30) calendar days' prior written notice. Furthermore, the District may immediately terminate this Contract if, upon seven (7) calendar days' written notice, Contractor fails to cure its breach of this Contract. In the event that this Contract is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of this Contract.
12. Warranties. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the District that it will have good and clean title to all materials and goods supplied hereunder, that all materials, goods and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the District of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects, at its expense, and shall bear all costs and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.
13. FOIA. The District is subject to the *Freedom of Information Act*, 5 ILCS 140/1, et seq. ("**FOIA**"), and any and all information submitted by the Contractor to the District may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Contractor must

notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the Contractor agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the District.

14. Governing Law. The law governing this Contract, the Contract Documents and the performance of the Work shall be the law of the State of Illinois, notwithstanding its choice of law provisions. Any proceedings brought pursuant to this Contract or the Contract Documents or the Work shall be brought in the Lake County, Illinois, Circuit Court or the U.S. District Court, Northern District of Illinois, Eastern Division.
15. Complete Understanding. This Contract sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
16. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Contract on the dates specified below.

SPECIAL EDUCATION DISTRICT
OF LAKE COUNTY

RESPONDENT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____