

SPECIAL EDUCATION DISTRICT OF LAKE COUNTY
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Matt Barbini, EdD

Assistant Superintendent of Innovation and Technology

PURPOSE

The Special Education District of Lake County (SEDOL) is soliciting proposals from qualified vendors to purchase and install new interactive boards at Fairhaven and John Powers Center. The successful vendor will also remove existing interactive boards, mounting equipment, and mobile carts at both locations as well.

DISTRICT OVERVIEW

The Special Education District of Lake County, more commonly known as SEDOL, is a special education cooperative organized in 1960 under the provisions of The Illinois School Code. SEDOL's purpose is to provide cooperative program planning, instructional programs, related services, and professional staff development in order to assure an appropriate education for children with disabilities from birth through age 22, residing within the boundaries of SEDOL's 31 member school districts.

SEDOL's geographic area covers about 400 square miles within Lake County, Illinois and provides educational programs for approximately five hundred and six (506) of students with moderate to very severe disabilities within our 31 member districts. SEDOL employs approximately six hundred and fifty (650) staff to serve children with disabilities. Employees are teachers, teacher assistants, administrators, and a wide variety of support staff including audiologists, nurses, occupational therapists, physical therapists, prevocational coordinators, psychologists, social workers, speech/language pathologists, and numerous other support staff including office and custodial/maintenance staff.

SEDOL facilities include five schools: Cyd Lash Academy, Fairhaven School, John Powers Center, Gages Lake School, Laremont School and one administrative building. We also have classrooms serving students in schools throughout our member districts. These classrooms are known as our sector programs.

A breakdown of enrollment at our five schools and sector programming can be found below:

School	Ages Served	Student Enrollment
Cyd Lash Academy	Grades 6-12	54
Fairhaven School	Grades KG-12+	88
Gages Lake School	Grades KG-12+	48
John Powers Center w/JPC Transition	Grades PK-12+	85
Laremont School	Grades PK-12+	134
Sector Schools	Grades PK-12	97
Total Enrollment		506

KEY DATES:

- RFP Issued Date: November 2, 2026
- Mandatory Virtual Presubmission Virtual Meeting: Monday, November 16, 2026 from 10:00 a.m. to 11:00 a.m. Contact M.Barbini at mbarbini@sedol.us to get an invitation to this virtual meeting.
- Deadline for Questions: Friday, November 20, 2026 by the end of the business day.
- SEDOL Response to Questions: End of Business Day on Tuesday, November 24
- Proposal Submission Deadline: Friday, December 4 at 4:00 p.m. CST
- Contract Award Date: February 25, 2026
- Contract Start Date: June 8, 2027 at John Powers Center and July 19, 2027 at Fairhaven.

RESPONDENTS' INQUIRIES AND ADDENDA

Any questions or concerns regarding this RFP shall be directed via email to:

Matt Barbini, Assistant Superintendent of Innovation and Technology
The Special Education District of Lake County
mbarbini@sedol.us

Responses to questions may be issued in writing as an addendum. Respondents must acknowledge any/all addenda received as part of their submissions.

RFP SUBMISSION

Respondents must submit **eight (8) printed copies** and **one (1) digital PDF copy** (on USB drive or via secure email) of their complete proposal by December 4, 2027.

Late submissions will not be accepted. Timely delivery is the responsibility of the Respondent.

Delivery Address:

Dr. Matt Barbini, Assistant Superintendent of Innovation and Technology
Special Education District of Lake County
18160 W Gages Lake Road, Gages Lake, IL 60030.

Email: mbarbini@sedol.us

Proposals must be enclosed in a sealed envelope (or other sealed container); the package must clearly show the phrase **"Request for Proposals - Interactive Board and the Respondent's name."**

CURRENT IT ENVIRONMENT

SEDOL is comprised of six (6) locations divided into two groups:

- Campus Locations (4 Buildings):
 - Communication is facilitated by a private 10 Gbps Metropolitan Area Network (MAN) fiber ring.
- Satellite Locations (2 Buildings):
 - Communication with the Campus is achieved via a leased private cloud connection.

Internet Circuits & Security

The district utilizes two (2) geographically diverse internet circuits to ensure redundancy and resilience.

- Security: Both circuits terminate into a geographically separated FortiGate redundant firewall fabric configured with SD-WAN for load balancing.
- Both circuits, data transport between buildings, internet access and onsite firewalls (two) are managed by Net56 through June 30, 2029.

Location	Circuit Type	Bandwidth
John Powers Center	ENS (Ethernet Network	1 Gbps

Location	Circuit Type	Bandwidth
	Service)	
Fairhaven (Primary Circuit)	ENS (Ethernet Network Service)	5 Gbps
Fairhaven (Internet Circuit)	EDI (Ethernet Dedicated Internet)	5 Gbps
Admin (Primary Circuit)	ENS (Ethernet Network Service)	5 Gbps
Admin (Internet Circuit)	Dedicated Internet Access	5 Gbps

Switching Infrastructure

The network employs a multi-vendor switching environment with a fiber-optic backend:

- Core Switching: Cisco base core switches are deployed at every location.
- Access Switching: A mix of vendors is utilized, with management split between on-premise and cloud-based systems:
 - Cisco Access Switches: 26 total switches.
 - Mist Cloud Managed Switches (Juniper): 17 total switches.
- Internal Connectivity: Communication between the Main Distribution Frame (MDF) and Intermediate Distribution Frames (IDFs) is based on a 10 Gbps fiber network.

Power & Monitoring

- Power Redundancy: All network closets are protected by APC Uninterruptible Power Supplies (UPS).
- Monitoring: All network infrastructure and information systems are subject to active, continuous monitoring.

Wireless Infrastructure

SEDOL currently has a Juniper Mist Cloud Controller with two-hundred and thirty six (236) Juniper wireless access points at the following locations:

- Administrative offices: thirty (30) access points;
- Cyd Lash Academy: fifty two (52) access points;
- Fairhaven School: thirty two (32) access points;
- Gages Lake School: forty two (42) access points;
- John Powers Center: twenty seven (27) access points;
- Laremont School: fifty three (53) access points;

Hardware and Devices

- SEDOL issues each employee the following types of devices:
 - A Mac Air is provisioned for each teacher, related service provider (e.g. speech and language pathologists, occupational and physical therapist, psychologist, and social worker), administrators, and nurses;
 - A Chromebook is provisioned for each paraprofessional.
 - A PC is provisioned for administrators and support personnel in the business department. A PC is also issued to the superintendent and/or members of the human resources department.
 - Note: Windows devices are managed through Microsoft Intune.
- SEDOL is a 1:1 environment where each student and employee receives a device.
 - Approximate number of Chromebooks in production at SEDOL: 662
 - Approximate number of iOS devices in production at SEDOL: 786
 - Approximate number of PC's in production at SEDOL: 30.
 - Approximate number Mac laptops and desktops in production at SEDOL: 510.
- Standard issue for each classroom in SEDOL campus-based programs include: an iMac or MacMini with a monitor, keyboard and mouse, and a Promethean Board.
 - Approximate number of Promethean Boards in production at SEDOL: 71.
 - Note: Apple devices are managed through Mosyle.

SPECIFICATIONS

Section 1: Scope of Work & Quantities

- **Scope & Locations:** The vendor shall supply, deliver, install, and configure interactive flat panel (IFP) displays for the following locations:
 - **Fairhaven School:** 19 units (18 wall-mounted adjustable, 1 mobile cart/stand adjustable)

- **John Powers Center:** 8 units (quote for both 8 wall-mounted adjustable hardware AND quote for 8 mobile adjustable carts/stands as the decision on mounting has not been made at the time of the RFP)
- **Decommissioning & Disposal:** The vendor shall safely unmount, remove, and eco-responsibly dispose of (or recycle in compliance with local/state e-waste regulations) all existing classroom displays, mounting hardware, and existing mobile carts at both locations.

Section 2: Hardware & Physical Specifications

- **Display Size:** Displays must feature a diagonal screen size of **75 inches** (nominal range: 74.5" to 75.5").
- **Impact Resistance & Durability:** Given the active instructional environment, displays must feature tempered glass with a minimum 7H Mohs hardness rating and an IK09 (or higher) impact resistance rating to withstand direct physical impact without glass shatter or display failure.
- **Connectors & Cable Management:** The product must have USB-C ports as primary inputs. Additionally, the vendor shall supply and install breakaway USB-C cables equipped with an appropriately sized strain-relief service loop for each display. Cables must integrate safely with existing classroom devices to prevent port damage if pulled or tripped on.

Section 3: Display Features

- **Video Resolution & Downscaling:** If the display is native 4K UHD (3840 x 2160) resolution, must include automatic hardware/firmware downscaling to gracefully process lower-resolution legacy signals (e.g., 1080p, 720p) without visual artifacting or signal loss.
- **Hardwired Screen Sharing:** The solution must support hardwired connection to mirror devices.
- **Wireless Screen Sharing:** The solution must also support native wireless casting over local Wi-Fi without forcing client installation, including support for AirPlay, and Google Cast (Chromecast).
- **Additional Features:** Google suite; digital whiteboard; built-in web browser; onscreen annotations; split screen capability; built-in timer/stop watch; lock feature to prevent unauthorized access.
- **Speakers:** Built in speakers are required. Forward facing speakers are preferred.

Section 4: Network, Integration & Management

- **Network Onboarding & Installation:** Vendor technicians shall mount the panels and verify full connectivity to SEDOL's local wireless and wired staff networks at both Fairhaven and John Powers Center.
- **Centralized Remote Management:** The solution must include a cloud-based **Centralized Device Management System (MDM/OTA platform)** allowing SEDOL staff to:
 - Perform remote over-the-air (OTA) OS and firmware updates.
 - Remote-desktop into active panels for real-time support.

- Configure automated power schedules (power on/off/sleep).
- Monitor health, device telemetry, and hardware alerts
- Remotely manage applications on boards.
- **Software Deployment & Ecosystem Compatibility:** Any proprietary software or companion client applications provided with the displays must support silent deployment and configuration through SEDOL's existing MDM platforms (Mosyle for macOS/iOS and Microsoft Intune for Windows).

Section 5: Testing & Final Acceptance

- **Testing & Sign-off:** Final payment/sign-off is contingent upon a joint post-installation audit. Each unit must pass a functional check (power, network connectivity, touch response, audio, casting, and cable connection) conducted by SEDOL Technology Staff.

Section 6: Warranty

- **Warranty Duration:** The vendor shall provide a minimum 5-year comprehensive manufacturer warranty covering all parts, labor, touch sensors, power supplies, internal computing components, and panel backlights from the date of final sign-off.
- **On-Site & Advanced Replacement:** Warranty service must be On-Site Advanced Replacement. In the event of hardware failure, the vendor/manufacturer must ship a replacement unit to the facility prior to receiving the defective unit, at no additional cost to SEDOL (including white-glove freight and return shipping).
- **No-Cost De-installation:** The vendor or authorized warranty technician shall be responsible for unmounting the defective panel and mounting/connecting the replacement panel as part of the warranty coverage.
- **Lemon Clause / Serial Defects:** If a single display unit requires more than two (2) major hardware repairs within any 12-month period, the vendor shall replace the display with a brand-new unit at no cost to SEDOL.

Section 7: Mobile Stands

Mandatory Industry Safety Standards & Testing Compliance

Proposers must certify and provide third-party laboratory documentation demonstrating that all offered mobile stands comply with the following standards:

- **Structural & Load Safety:** Compliance with UL 2442 / CSA C22.2 No. 60065:11 (Standard for Positioners and Mounts) or equivalent Nationally Recognized Testing Laboratory (NRTL) certification (e.g., ETL, TÜV Rheinland).
- **Furnishing & Mechanical Stability:** Compliance with UL 962 or equivalent NRTL mechanical safety standards for commercial furnishings, ensuring dynamic integrity under force and impact.
- **Tip-Over & Tilt Test Compliance:** Equipment must pass a 10-degree tilt test in all directions at maximum rated load and full height extension without tipping over, as well as a horizontal push/impact force test (minimum 22 lbs / 100 N applied force at maximum elevated height).
- **ADA Accessibility Compliance:** Stand height and mounting configuration must allow

reach accessibility for wheelchair users (28 inches to 48 inches from floor level to the bottom of the interactive display area).

Key Mechanical & Structural Safety Requirements

Weight Capacity & Display Compatibility

- **Rated Load Capacity:** Stand must be rated to support displays weighing up to 200 lbs (91 kg) or 150% of the target display weight (whichever is greater), maintaining a minimum 4:1 structural safety factor ratio on load-bearing joints, fasteners, and welds.
- **VESA Mounting Security:** Must feature a positive-locking VESA pattern bracket with secondary mechanical safety screws, locking bars, or spring-loaded pins to physically prevent the display from unhooking or sliding off the mount if bumped or lifted.

Anti-Tip Base Architecture & Mobility

- **Wide-Stance Base Design:** The base geometry must feature an oversized, low-center-of-gravity footprint (recommended minimum dimensions approximately 38"–40" W × 26"–28" D) engineered specifically to pass mandatory tilt and stability tests in high-activity environments.
- **Wheel Base & Locking Casters:**
 - Minimum 4-inch (100mm) heavy-duty, industrial-grade, non-marring swivel casters.
 - All four wheels must feature total-lock braking systems (locking both wheel rotation and swivel rotation simultaneously).
 - Casters must include integrated cable guards/deflectors to prevent power cords, rug edges, or small classroom obstacles from lodging under wheels during transport.

Height Adjustment & Pinch-Point Suppression

- **Manual / Counterbalance Mechanism:** If the unit offers height adjustment, it must utilize a fully counterbalanced spring, gas-strut, or mechanical pin-lock mechanism with controlled, smooth motion. Free-sliding, uncounterbalanced mechanisms are strictly prohibited.
- **Pinch-Point Suppression:** All sliding channels, counterweight tracks, scissor joints, and adjustment mechanisms must be fully enclosed in protective shrouding or structural columns to eliminate finger-pinch, crush, and shear hazards.

Cable Management & Anti-Tripping

- Integrated internal cable routing channels within the main column/chassis to route power, network, and peripheral cords internally.
- External cable wrap hooks or cord retention systems to prevent loose power cords from dangling near wheels or pedestrian pathways during movement.

Required Submittals & Evaluation Deliverables

To be considered responsive, vendors must include the following documentation in their proposal submission for mobile adjustable carts:

1. Safety Certification Documentation: Official testing certificates or reports from an accredited NRTL (e.g., UL, ETL, TÜV Rheinland) verifying compliance with UL 2442 / UL 962 or equivalent standards.
2. Cut Sheets & Dimensional Drawings: Manufacturer specification sheets (cut sheets) and dimensioned scale drawings indicating base footprint dimensions, height ranges, total stand weight, VESA pattern compatibility, and caster specifications. *(Architectural CAD files in .DWG or .RVT format shall be provided upon request prior to final contract award).*
3. Warranty Statement: Minimum 5-year structural warranty on steel/metal frames, brackets, and mechanical adjustment hardware.
4. Assembly & Pre-Flight Checklist: Manufacturer assembly instructions and post-installation inspection protocols provided to the District.

Assembly, Delivery, and Inspection Terms

- Turnkey Delivery & Assembly: Vendor (or designated certified installer) shall deliver, fully assemble, and mount displays onsite. Self-assembly by district personnel is strictly excluded unless explicitly authorized in writing.
- Post-Assembly Verification Sign-Off: Prior to final acceptance and payment, the installer and District representative must complete a safety verification audit for each unit, confirming:
 1. All 4 caster total-lock mechanisms engage properly.
 2. VESA secondary safety locks/screws are fully engaged.
 3. Height-adjustment locks operate smoothly without drop hazards.
 4. Cable routing is secure with no dragging power leads.

Section 8: Add/Alt

- Provide cost for a power conditioner with automatic voltage regulation for each board in the cost sheet.

GENERAL TERMS AND CONDITIONS

- All costs associated with developing or submitting a qualifications statement in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The Special Education District of Lake County (SEDOL) assumes no responsibility for these costs. This RFP does not commit SEDOL to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- This RFP does not commit the Special Education District of Lake County (SEDOL) to

enter into a contract. SEDOL reserves the right to award one, more than one, or no contract(s) in response to this RFP. Additionally, SEDOL reserves the right to waive informalities and irregularities in the submissions of qualifications received.

GENERAL TERMS AND CONDITIONS (Continued)

- The Respondent must comply with all applicable federal and state data privacy laws, including FERPA, SOPPA, COPPA, and the Illinois Student Online Personal Protection Act (105 ILCS 85/).
- The Special Education District of Lake County (SEDOL) reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to the Special Education District of Lake County (SEDOL) upon approval of the Executive Board.
- The Special Education District of Lake County (SEDOL) reserves the right to contact any Respondent for clarification with submitted materials.
- Requests for individual site visits and introductory meetings will not be allowed.
- Questions about the RFP should be directed to Dr. Matt Barbini, Assistant Superintendent of Innovation and Technology via email at: mbarbini@sedol.us.
- Other than in the manner and to the person(s) designated herein, all Proposers are prohibited from making any contact with Executive or Governing Board members, the Superintendent, or any other administrator or employee of the Special Education District of Lake County (SEDOL) with regard to this RFP. The Special Education District of Lake County (SEDOL) reserves the right to disqualify any Proposer found to have contacted the people listed above in any manner with regard to this RFP.
- Proposals will be evaluated, finalists identified, and contract(s) awarded based on a 100-point weighted evaluation matrix. The evaluation will be conducted by a designated selection committee at SEDOL.

Evaluation Category	Weight	Primary Specifications Evaluated
1. Technical & Hardware Compliance	30%	Section 2 and Section 7 in Specifications
2. Systems Integration & Central Management	20%	Section 4 in Specifications
3. Total Cost of Ownership (TCO)	25%	Completed Cost Sheet (Exhibit B)
4. Warranty, Support, & Service	15%	Section 6 in Specifications
5. Vendor Experience, References & Disclosures	10%	Disclosures and Required Content For Proposals Section

- 1. Phase 1 - Selection Committee Evaluation:** Selection committee members independently score qualifying proposals using the 100-point rubric matrix. Scores are combined and averaged to produce a preliminary ranking.
- 2. Phase 2 - Pilot Demonstration & Technical Testing:** The highest-scoring respondent will be required to supply sample display panels and mobile mounts for a one-week trial at the SEDOL administrative offices at no cost to the District. SEDOL technology staff will perform functional testing and collect end-user feedback.
- 3. Phase 3 - Executive Board Approval:** The final evaluation recommendation, along with the negotiated contract agreement, will be submitted to the SEDOL Executive Board for formal review and contract award.

DISCLOSURES

- Disclose any litigation, arbitration and alternative dispute resolution within the last 5 years, with any public school district or special education cooperative and whether still pending, or if concluded, the final result. If so, please provide an explanation.
- Disclose if the company (under current or previous names) has had a contract with any public school district or special education cooperative terminated within the last 5 years from a project by a public school and, if so, for what reason. If so, list the name and contact information for the School District.

- Disclose any litigation, arbitration and alternative dispute resolution within the last 5 years, arising out of any work performed for any public school district; and whether still pending, or if concluded, the final result. If so, please provide an explanation.
- Disclose if the contractor (under current or previous names) has been terminated within the last 5 years from a project by a public school and, if so, for what reason. If so, list the name and contact information for the School District.

REQUIRED CONTENT FOR PROPOSALS

Vendors are to provide all of the information below in writing for their proposals to be considered:

- **Company Information:** A brief written description of the company.
- **Proposed Solutions:** A brief written description of the manufacturer and model of interactive board and adjustable mounts being recommended.
- **Pricing:** Respondents are to complete and submit the pricing summary sheet provided in Exhibit B, itemizing one-time and recurring costs.
- **References:** A list of at least three (3) references from current or recent clients that are either school districts or special education cooperatives for similar solution(s) and installation(s). References should be current—no more than three (3) years old.
- **Legal Documents:** Submission of executed Contractor Agreement Exhibit A.
- **Exceptions:** A clear list of any deviations from the specifications outlined in the RFP.
- **Insurance:** A copy of a certificate of insurance indicating the levels of professional liability and general liability insurance coverage carried by the firm.
- **Pilot Demonstration:** The highest-scoring respondent must supply sample display panels and mobile mounts for a one-week trial at the SEDOL administrative offices at no cost to the District. The vendor will handle delivery, setup, brief technology team training, and return shipping. During this week, SEDOL staff will test the unit and submit feedback to inform the final selection process.

Exhibit A

**CONTRACTOR AGREEMENT
BETWEEN
THE SPECIAL EDUCATION DISTRICT OF LAKE COUNTY
AND
TBD**

THIS CONTRACT is made as of the date that the last party signs below (“**Effective Date**”) and is by and between the Special Education District of Lake County (“**Owner**”) and _____ (“**Contractor**”), for the scope of the work identified in Exhibit A to this Contract (the “**Project**”).

1. The Work. The Contractor shall perform all labor and provide any and all supplies, goods and materials in strict accordance with the terms and conditions contained in this Contract and the Proposal, dated _____ which is attached hereto as Exhibit A and incorporated herein (collectively, the “**Contract Documents**”) to complete the Project. The Contract Documents, and the documents referenced therein, constitute the entire understanding of the Contractor and the Owner with respect to the work and constitutes the entire terms and conditions of this Contract. To the extent any provisions of the Contract Documents, conflict with this Contract, this Contract shall control.

2. Contract Sum. The Owner shall pay the Contractor _____ as provided in the Proposal (“**Contract Sum**”) for the completion of the Project. The Contract Sum includes all costs, fees, labor expenses, and profit for the Contractor. No change in the work shall be a basis for an addition to the Contract Sum or time of performance unless authorized by the Owner by written change order or otherwise provided in this Contract. Within seven (7) days of the Effective Date of this Agreement, Owner shall pay Contractor _____ (“**Deposit**”). Within twenty-four (24) hours receipt of the Deposit, Contractor shall order all materials and supplies required to complete the Project, unless such period falls on a non-business day, in which case Contractor shall order all materials and supplies required to complete the Project by the end of the next business day. Upon Substantial Completion of the Project, Contractor shall provide Owner with an invoice in the amount the remaining Contract Sum, which invoice shall also include a sworn statement showing the amount due to Contractor, the amount previously paid, and the amount remaining to be paid to Contractor, together with a list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, and showing the amounts previously paid, the amounts due and the amounts remaining to be paid to said subcontractors, suppliers, and materialmen. The Contractor also shall deliver to the Owner with its final request for payment lien waivers covering amounts then due to any person or persons performing work or supplying materials or equipment in connection with the Project. The Owner shall pay the remainder of the Contract Sum within thirty (30) days of completion of Punch-List items by the Contractor and sign-off and approval by the Owner. Notwithstanding the foregoing, the Owner may avail itself of any longer

timelines applicable to a payment as available under the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, the provisions of which Act shall apply to this Contract, including, but not limited to, the statutory time periods for review, approval and payment of invoices, and the cap on interest for unpaid amounts. For purposes of this Contract, "Punch-List" shall mean those items and work identified by the Owner that remain to be completed after the date of Substantial Completion (defined in Paragraph 4 below). The failure of the Owner to identify any services or goods in the Punch-List shall not relieve the Contractor from the obligation to provide such goods and services in accordance with the terms of this Contract.

3. Change Orders. Any changes to the Contract Sum or the scope of work to be performed by the Contractor must be approved in writing by the Owner by way of a change order. In accordance with the *Criminal Code of 2012*, 720 ILCS 5/33e-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in either the cost of the contract by \$25,000 or more, or the time of completion of the work by one hundred eighty (180) days or more, such changes may be made only upon the written authorization of the Owner or specific designee pursuant to the written determination of the Owner that: (1) the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or (2) the change is germane to the original contract as signed; or (3) the change order is in the best interest of the Owner and is authorized by law.

4. Time of Commencement and Completion. The work to be performed under this Contract shall commence immediately upon receipt of the materials and supplies ordered pursuant to Paragraph 2 of this Contract, with Substantial Completion (**Substantial Completion** is the date upon which the Owner can use the Project for its intended purposes, as determined by Owner) achieved no later than August 13, 2027. The Contractor agrees that time is of the essence of this Contract. The Contractor shall not be entitled to payment or compensation for any alleged damages, costs or expenses whatsoever in ensuring timely completion of the work, including, but not limited to, costs of acceleration, arising in any manner because of hindrance or delay, from any cause whatsoever, including acts of Owner, third parties or natural causes, whether such hindrances or delay be reasonable, foreseeable or avoidable. The Contractor shall not be entitled to any damages for any delay caused by Owner or otherwise, whether foreseeable or not, with the Owner's discretionary extension of the time of completion being the only available remedy. The Owner may, upon seven (7) days written notice to the Contractor, terminate the Contract between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination for work that has been approved by the Owner, but shall pay no other damages.

5. Insurance.

A. *Form and Amounts of Coverage.* The Contractor shall purchase and maintain, at its own expense, the following insurance: (i) Workers Compensation Insurance for not less than the statutory requirements; (ii) Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) bodily injury by disease; (iii) Commercial General Liability

Insurance, on an occurrence basis, at limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with sexual abuse and molestation coverage included in such policy; (iv) Excess or Umbrella Liability Insurance, on an occurrence basis, at limits of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate (the excess or umbrella policy must follow the form of the underlying policy); and (v) Business Automobile Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) that covers liability arising out of any auto (including owned, hired, and non-owned autos). All insurance of the Contractor, with the sole exception of the Workers Compensation Insurance, shall name the Owner, and its individual Board members, employees, consultants and agents ("Additional Insureds") as additional insureds thereon on a primary and non-contributory basis. The Contractor shall require that every subcontractor of any tier obtain insurance of the same type and amounts as the Contractor, naming the same parties as additional insureds on a primary and non-contributory basis. Moreover, to the fullest extent permitted without invalidating any insurance coverage of Contractor, Contractor waives any right of subrogation it and any of its insurers may have against the Additional Insureds.

B. Other Insurance Requirements. The Contractor shall deliver to Owner prior to commencing work on the Project, certificates of insurance (ACORD Form 27 or other form acceptable to Owner) evidencing the required insurance coverage of Contractor and each subcontractor. The certificates required to be provided under this Paragraph shall contain a clause stating that the policies will not be canceled or reduced without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the Owner, for a minimum of two (2) years after final completion of the Project. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The insurance requirements set forth in this Paragraph are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Additional Insureds, 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 by any of 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 on the Project 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. Nothing in this provision is intended to violate the *Construction Contract Indemnification for Negligence Act*, 740 ILCS 35/1 *et seq.*

7. Compliance with Laws. The Contractor shall perform its work in compliance with all applicable laws, ordinances, rules, regulations and codes, including but not limited to, 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.

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 applicable regulations which are incorporated herein. 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. To the extent applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*

The Contractor understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking at the Project. Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of Owner. 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 Owner 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 Owner. If any individual performing any work will have direct, daily contact with students, or if otherwise requested by the Owner,

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 Owner, by change order or otherwise. The Owner will notify the Contractor if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner 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 the Owner, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

8. Assignment. The Contractor shall not assign this Contract without the prior written consent of the Owner, which consent may be withheld in Owner's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner.

9. Owner Shall Not Waive Any Rights By Making Any Payment. Notwithstanding any other provision in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress pay of any amount.

10. Warranty. 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. For a period of one year following Substantial Completion, the Contractor warrants to the Owner that it will have good and clean title to all materials supplied hereunder, that all materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be performed in a workmanlike manner and be free from faults and defects and in conformance with the Contract Documents, and that all equipment installed shall work in accordance with the manufacturer's specifications. 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 Owner 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.

11. Bid Rigging and Rotating Certification. 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 the Owner may declare this Contract void if the certification herein is false.

12. Third Party Beneficiaries. THIS CONTRACT SHALL ONLY BIND THOSE PARTIES THAT ARE A SIGNATORY HERETO. NO PARTY MAY RELY UPON THE TERMS AND CONSIDERATIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THIS CONTRACT ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THIS CONTRACT THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

13. 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.

14. Freedom of Information Act Compliance. The Owner 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 Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner 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 Owner of such request at the time such information is submitted to the Owner, 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 Owner 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 Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.

15. Taxes and Tariffs. Contractor acknowledges that the Owner is a governmental entity and is not subject to sales taxes. Accordingly, Contractor shall not charge Owner for any sales taxes associated with purchase of goods and materials for the Project. Owner shall provide Contractor with a copy of its tax exemption number, which Contractor may utilize only for this

Project. It shall be the responsibility of the Contractor to minimize the impact of any potential tariffs on goods and materials for the Project. Contractor shall immediately notify the Owner if it becomes aware of a change in any pricing for any materials, supplies or other goods or services as a result of a tariff, which Contractor desires to pass through to Owner so that the Owner can determine how it would like to proceed. If the items subject to the tariffs have not been ordered or may be returned without penalty or additional cost, the Contractor will proceed as directed by the Owner. If the items subject to the tariffs have been ordered and cannot be returned or can only be returned with a penalty or additional cost, then Contractor shall be entitled to pass the actual increased cost of such to the owner in an amount not to exceed ten percent (10%) of the original purchase price.

THIS CONTRACT is entered into and effective as of the last date written below.

OWNER:

CONTRACTOR:

**SPECIAL EDUCATION DISTRICT
OF LAKE COUNTY**

INSERT

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

Exhibit B

RFP Cost Sheet Interactive Boards

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



Dr. Jennifer Thomas
 Superintendent

Item Description

Hardware:

Display

Wall Mounting Equipment

Mobile Carts

Individual/Unit Cost

Total Cost

Peripherals:

Break away USB-C cables with service loops

Individual/Unit Cost

Total Cost

Centralized Remote Management:

Monthly Cost

Annual Cost

Labor:

Removal and responsible disposal of existing displays, mounting equipment, and stands

Installation of new displays, mounting equipment, and stands

Total Cost

Warranty:

Minimum 5-year comprehensive manufacturer warranty

Annual Cost

Total Cost

Add/Alternative

Power conditioners for each display

Individual/Unit Cost

Total Cost

Additional/Miscellaneous:

Annual

Total

Total Cost Year One
Total Cost Annually After Year One
