

SCHOOL DISTRICT CONTRACT CERTIFICATION

The Contractor identified below agrees to provide goods and services to Lincolnwood School District No. 74 (the "District") per the terms and conditions stated herein and in Exhibit A, which is incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District's Board of Education may declare the agreement void if it finds this certification is false. 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). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor further agrees to comply with all other applicable state and federal laws and regulations, including but not limited to (as applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, including payment of not less than the prevailing rates as published on the Department of Labor's official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable). As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Contractor shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees and costs approximately resulting from services rendered by Contractor, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death. Contractor shall maintain general liability insurance or self-insurance with limits of at least \$1,000,000 per occurrence and in the aggregate (including any umbrella insurance) and to name the District, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage. This agreement shall be construed according to the laws of the State of Illinois and shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois. The Board of Education shall not waive any customary warranties nor waive any rights by making payment.

Contractor/Supplier Name: Control Engineering Corp.

By: 
Signature of Officer or Authorized Representative

Vice President
Title

Date: 5/10/21

Exhibit A

4/20/2021

Lincolnwood School Dist. 74
Mr. James Caldwell
6950 N. East Prairie Rd.
Lincolnwood, IL 60712

Lincolnwood SD 74 – Lincoln Hall
ACM Upg & Improve Wiring Config.
Proposal

CEC Proposal #PWJ21015.2

Control Engineering Corp. (CEC) is pleased to present this proposal to provide the equipment and technical expertise required to perform the following scope of work for the Lincolnwood School Dist. 74 – Lincoln Hall facility of Lincolnwood, IL.

Scope of Work – Upg all exist. obs. Alerton BCMs to new Alerton ACM & improved comm. wiring

- CEC will consult with the customer to strategize the most convenient times to perform the following physical system reviews/upgrades/repairs/replacements & will, during the duration of this work, assist in maintaining the normal operations of the facility in an effort to insure that the work is as seamless as possible to the facility's occupants.
- CEC will provide and install new data communication wiring between Rm. 205 & the current location of the main BAS control panel. This new comm. trunk will be used to split the existing comm. trunk into two separate trunks. The new comm. trunk wiring will pick up all of the existing devices in place that go beyond Rm 205 to the end of the line. The existing comm. trunk line wiring will remain in place & pick up all devices between the main control panel & Rm 205. Upon completion, both comm. trunks will occupy the proper quantity of control devices going forward. These locations were selected based on investigative troubleshooting recently performed under separate order/approval due to offline issues.
- CEC will remove all of the existing obsolete BCMs & their associated components of Lincoln Hall. No existing obsolete BCMs will remain going forward.
- CEC will provide, install, program, & commission an upgrade retrofit qty of one (1) new Alerton ACM global controller, a qty of three (3) comm. ports, & all associated ACM licensing required.
- CEC post completion will review all of the above system's upgrades & modifications to insure & verify proper system operations.

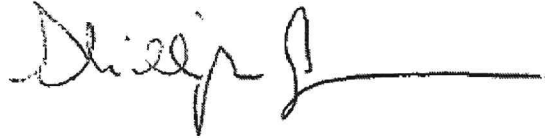
Total Investment	\$ 17,000.00
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Clarifications

- ❖ Price quoted includes the labor, equipment, and materials listed above. In the event it is determined that any other parts, materials, or additional labor is required due to a request for a change in scope, we will quote you a price and require a PO (purchase order) before proceeding.
- ❖ All work to be performed in accordance with local codes and the above stated scope of work.
- ❖ The project scope of work includes a one-year warranty on any and all parts and/or labor provided upon project completion and beneficial use of the project scope.
- ❖ All work to be completed during normal business hours.
- ❖ The above price is valid for 30 days.

Thank you for the opportunity to assist you with your requirements. Please do not hesitate to contact me should you have any questions, comments, concerns, or require any additional information whatsoever.

Sincerely,



Phillip Jackson
Account Executive

Accepted by:

Purchase Order #

Date

EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. 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 following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.