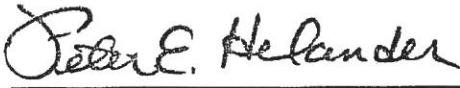


## SCHOOL DISTRICT CONTRACT CERTIFICATION

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, the District's E-Rate 470 RFP, Exhibit A and Heartland's Standard Terms and Conditions as amended for the District's FY16 E-Rate Internal Connections Project (Exhibit B), which are 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 C 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/Supplier Name: Heartland Business Systems, LLC

By: 

Signature of Officer or Authorized Representative

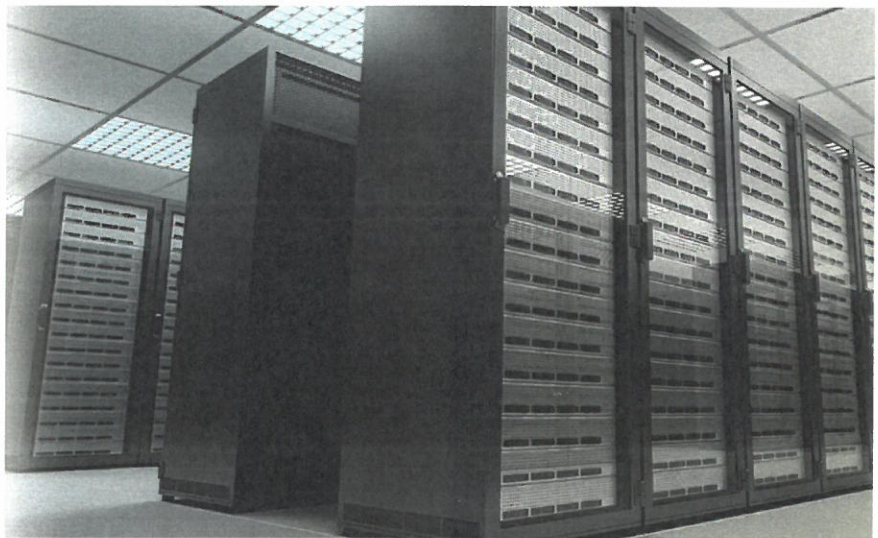
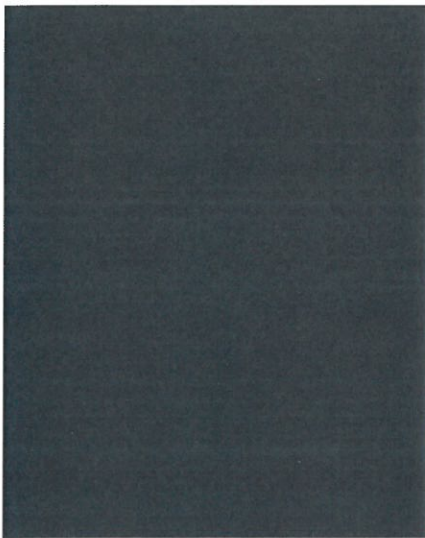
CEO

Title

Date: February 13, 2018

**EXHIBIT A**

*[Heartland's proposal/agreement document]*



*E-rate FY18 response – Aps & cabling*

Lincolnwood SD #74

Presented by  
HBS – SPIN # 143010763

February 6, 2018

APPLETON, WI  
MILWAUKEE, WI  
MADISON, WI  
EAU CLAIRE, WI  
CHICAGO, IL  
BLOOMINGTON, MN





January 23, 2018

Ms. Courtney Adams  
Technology Director  
Lincolnwood SD #74  
6950 N. East Prairie Rd.  
Lincolnwood, IL 60712

Dear Ms. Adams,

Heartland Business Systems appreciate this opportunity to respond to Lincolnwood SD #74 E-rate 470 response. We understand your desire to partner with a vendor that has a successful track record supporting K-12 school districts.

Heartland has enjoyed significant growth over the last 26 years with \$250 million dollars in annual sales and over 150 certified engineers, project managers, and solutions architects employed. It is one of the largest technology resellers in the Midwest, with over 400 clients in the Education space alone. It is Heartland's commitment to its company mission, "to implement hardware and software technologies that will improve the profitability of every customer we serve", that is the cornerstone to its success. Exceptional customer satisfaction ratings are coveted by Heartland's team.

We are excited by the prospect of earning the bid for new access points, cabling and installation. Thank you for your consideration of our proposal.

Cordially,

Al Lainio  
Sr. Education Technology Consultant

Heartland Business Systems  
5400 Patton Drive  
Lisle, IL 60532  
Phone 630-390-3000  
[alainio@hbs.net](mailto:alainio@hbs.net)

### **Internal Connections Response**

Description	SKU	QTY	Discount Unit Price	Final Price
<b>Rutledge Hall</b>				
Cisco Meraki MR42 access point	MR42-HW	4	\$623	\$2,492
Cisco Meraki Enterprise Cloud Controller License – 5 years	LIC-ENT-5YR	4	\$169	\$676
23-4P UTP-PLENUM CAT6 – 1000'	CS34P Blue	1	\$268	\$268
1-port jack	UNJ600-BL	8	\$4.97	\$39.76
1-port surface mount	M101SMB-B-246	4	\$2.59	\$10.36
19" blank panel, 24-port	M2000-24 1U	2	\$55.65	\$111.30
24-4PR CAT6 – 3ft blue	UC1BBB2-0ZF003	4	\$7.31	\$29.24
24-4PR CAT6 – 5ft blue	UC1BBB2-0ZF005	4	\$7.98	\$31.92
HBS cabling services scope: <ul style="list-style-type: none"> <li>• Run new cat6 cable at AP location</li> <li>• Mount each access point in designated location               <ul style="list-style-type: none"> <li>◦ Connect patch cable to new jack</li> </ul> </li> <li>• Install patch panel in data closet</li> <li>• Cable tested by Bicsi certified engineers</li> <li>• No configuration and testing of the access point is included in scope. This will be handled by District.</li> </ul>				\$1,335
<b>Eligible TOTAL</b>				<b>\$4,993.58</b>
<b>Todd Hall</b>				
Cisco Meraki MR42 access point	MR42-HW	7	\$623	\$4,361
Cisco Meraki Enterprise Cloud Controller License – 5 years	LIC-ENT-5YR	7	\$169	\$1,183
23-4P UTP-PLENUM CAT6 – 1000'	CS34P Blue	2	\$268	\$536
1-port jack	UNJ600-BL	14	\$4.97	\$69.58
1-port surface mount	M101SMB-B-246	7	\$2.59	\$18.13
19" blank panel, 24-port	M2000-24 1U	2	\$55.65	\$111.30
24-4PR CAT6 – 3ft blue	UC1BBB2-0ZF003	7	\$7.31	\$51.17
24-4PR CAT6 – 5ft blue	UC1BBB2-0ZF005	7	\$7.98	\$55.86
HBS cabling services: <ul style="list-style-type: none"> <li>• Run new cat6 cable at AP location</li> <li>• Mount each access point in designated location               <ul style="list-style-type: none"> <li>◦ Connect patch cable to new jack</li> </ul> </li> <li>• Install patch panel in data closet</li> </ul>				\$2,511

<ul style="list-style-type: none"> <li>Cable tested by Bicsi certified engineers</li> <li>No configuration and testing of the access point is included in scope. This will be handled by District.</li> </ul>				
<b>Eligible TOTAL</b>				<b>\$8,897.04</b>
<b>Lincoln Hall</b>				
Cisco Meraki MR52 access point	MR52-HW	4	\$795	\$3,180
Cisco Meraki Enterprise Cloud Controller License – 5 years	LIC-ENT-5YR	4	\$169	\$676
23-4P UTP-PLENUM CAT6 – 1000'	CS34P Blue	1	\$268	\$268
1-port jack	UNJ600-BL	8	\$4.97	\$39.76
1-port surface mount	M101SMB-B-246	4	\$2.59	\$10.36
19" blank panel, 24-port	M2000-24 1U	1	\$55.65	\$55.65
24-4PR CAT6 – 3ft blue	UC1BBB2-0ZF003	4	\$7.31	\$29.24
24-4PR CAT6 – 5ft blue	UC1BBB2-0ZF005	4	\$7.98	\$31.92
Oberon AP enclosure	1020-C	4	\$130	\$520
HBS cabling services: <ul style="list-style-type: none"> <li>Run new cat6 cable at AP location</li> <li>Mount each access point in designated location <ul style="list-style-type: none"> <li>Install AP enclosure</li> <li>Connect patch cable to new jack</li> <li><b>District will provide a lift if one is required</b></li> </ul> </li> <li>Install patch panel in data closet</li> <li>Cable tested by Bicsi certified engineers</li> <li>No configuration and testing of the access point is included in scope. This will be handled by District.</li> </ul>				\$1,835
<b>Eligible TOTAL</b>				<b>\$6,645.93</b>

### **FY18 Pricing**

<b>Total Eligible Costs</b>	
<i>Rutledge Hall</i>	<b>\$4,993.58</b>
<i>Todd Hall</i>	<b>\$8,897.04</b>
<i>Lincoln Hall</i>	<b>\$6,645.93</b>



**Lisle:** 5400 Patton Drive, Unit 4B, Lisle, IL 60532; Phone: (630) 390-3000  
**Fox Valley & Corporate:** 1700 Stephen Street, Little Chute, WI 54140; Phone: 800-236-7914; Fax: (920) 788-7739  
**Metro Milwaukee:** N28W23050 Roundy Drive, Suite 2A, Pewaukee, WI 53072; Phone: (262) 650-6500  
**Website:** [www.hbs.net](http://www.hbs.net); **Email:** [Sales@hbs.net](mailto:Sales@hbs.net)

February 6, 2018

Ms. Courtney Adams  
Director of Technology  
Lincolnwood SD #74  
6950 E. Prairie Rd.  
Lincolnwood, IL 60712

Re: E-rate 470 for "FY18 Internal Connections"

Dear Ms. Adams,

Heartland appreciates that it was selected as your E-rate Category 2 Vendor. It warrants that it will supply all Services described in its response. As a Category 2 Vendor, Heartland agrees and complies with all requirements determined by SLD/USAC.

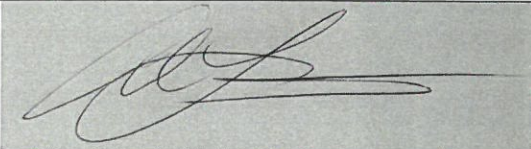
Lincolnwood intends to execute the RFP bid for the amount of **\$20,536.55**

This execution is contingent on the following:

Funding approval from USAC and the Board's desire to fund ineligible items and the **District's ability to appropriate funds for the District's non-discounted portion.** If any funding source for the Hardware and Services enclosed in this quotation is denied, this contract will be terminated. Lincolnwood SD #74 will not incur any termination liability.

**"Non-Discounted Portion of E-rate Eligible Services and/or Products"** shall mean that portion of the charge for E-rate Eligible Services and/or Products for which the Board is responsible for payment as determined by the SLD/USAC in any FCDL. The Non-Discounted Portion shall not exceed the sum authorized by the Board.

**Acceptance of Contract:**

	
	Al Lainio
Lincolnwood SD #74 Authorized Signature	Heartland Authorized Signature

We thank Ms. Adams for the opportunity to further serve the District.

Cordially,

Al Lainio – Education Consultant  
Heartland Business Systems

**EXHIBIT B**

*[Heartland's Standard T & C's as Amended]*

**AMENDMENT TO HEARTLAND BUSINESS SYSTEMS, LLC AGREEMENT WITH  
LINCOLNWOOD SCHOOL DISTRICT 74 FOR E-RATE 470 FY 16 INTERNAL  
CONNECTIONS**

**THIS AMENDMENT** is entered into this 3<sup>rd</sup> day of March, 2016 by and between the Board of Education of Lincolnwood School District No. 74 ("Buyer") and Heartland Business Systems, LLC ("Seller") (collectively, the "Parties") and amends Seller's Standard Terms and Conditions ("Agreement"), as agreed between the parties for the E-Rate FY 16 Internal Connections project.

1. **Conflict of Terms and Capitalized Terms.** The terms and conditions contained in this Amendment shall control over any other term and condition of the Agreement. Unless specifically defined in this Amendment, capitalized terms shall have the meaning as set forth in the Agreement. Terms that are capitalized in the Agreement but have not specific definition either in the Agreement or in this Amendment shall have their plain and common understanding.
2. **Funding for Project.** Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge that it is the intent of the Buyer to utilize funding from the USAC to offset a portion of the costs of the project; however, this Agreement shall remain in full force and effect regardless of whether Buyer obtains such funding.
3. **Payment and Terms.** Paragraph 2 of the Agreement is hereby deleted and the following is inserted in lieu thereof: "All invoices provided by Seller to Buyer shall be paid by Buyer in accordance with the Illinois *Local Government Prompt Payment Act*."
4. **Force Majeure.** Add the following to the end of Paragraph 3 of the Agreement: "Notwithstanding the above, Seller shall take reasonable steps to mitigate any delays under this Paragraph 3."
5. **Buyer's Responsibility.** Delete Paragraph 11 in its entirety and insert the following in lieu thereof: "Buyer shall use reasonable efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that will frustrate Heartland's performance under this Agreement. Buyer shall designate an employee at each location that services under this Agreement are performed as the Seller's contact, and shall have full authority to act for the Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder."
6. **Buyer's Warranty as to Proper Licensing.** Delete Paragraph 12 in its entirety and insert the following in lieu thereof: "Buyer warrants and represents to Seller that, to the best of Buyer's knowledge, it possesses a proper license for all software buying used by Buyer's organization."
7. **Choice of Law.** Delete Paragraph 18 in its entirety and insert the following in lieu thereof: "This Agreement shall be governed in total by the laws of the State of Illinois. Exclusive jurisdiction for any action related to or arising out of this Agreement shall be in the

Cook County, Illinois, Circuit Court or the U.S District Court, Northern District, Eastern Division, as the case may be."

8. **Attorneys Fees.** Delete Paragraph 19 in its entirety.

9. **Indemnification.** Seller agrees to indemnify and hold harmless Buyer, its individual Board members, employees and agents, from any direct loss, cost, fee or expense, specifically including reasonable attorney's fees and court costs, arising from, related to or connected with any negligent act or omission of Seller and any breach of the Agreement by Seller, which shall be limited to the value of the contract herein.

10. **Compliance with Laws and Seller Representations.** Seller shall provide all of its services under the Agreement in accordance with all applicable laws, rules and regulations, specifically including the Illinois *Prevailing Wage Act* and the Illinois *Human Rights Act*. Seller represents and warrants that it is not barred from entering into this Agreement as a result of a conviction of any law, rule or regulation, specifically including, but not limited to, Sections 33E-3 (Bid Rigging) and 33E-4 (Bid Rotating) of the Illinois *Criminal Code of 1961*. Seller further represents and warrants that none of its employees or contractors providing any services at the Premises has been convicted of any crimes that would prevent them from being present on public school property.

11. **Authority to Execute.** Each signatory hereto represents and warrants he/she has the authority to execute this Amendment.

12. **Waiver.** The failure of either party to demand strict compliance with the terms and conditions of the Agreement on any one occasion does not preclude a Party from demanding strict performance in the future.

13. **Additional Fees and Costs.** Any additional fee or cost above the amount of this Agreement for which Seller seeks to recover from Buyer must be agreed to in writing by Buyer.


IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the date set forth above.

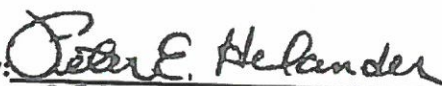
BUYER:

SELLER:

BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74

HEARTLAND BUSINESS SYSTEMS,  
LLC.

By:   
Its: \_\_\_\_\_

By:   
Its: CEO



#### STANDARD TERMS AND CONDITIONS

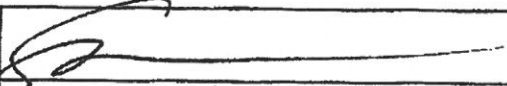
The parties to this agreement are Heartland Business Systems, LLC., and its affiliate Avastone Technologies, LLC ("Heartland" or "Avastone" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products and/or services from Heartland or Avastone.

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland and/or Avastone.
2. **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of Service Block invoices. Service Block invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
5. **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
6. **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid Service Block purchased by the Buyer, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a Service Block or billed out at an hourly rate, all terms of this agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland.
  - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a Service Block or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a Service Block or billed out at the then-prevailing hourly rate, whichever applies.

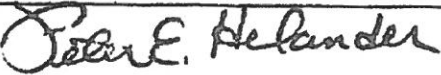
- B) Service Blocks. Buyer may choose to purchase a pre-paid Service Block from Seller. When a Service Block is purchased, labor and travel charges incurred will be applied against the service block. Buyer will receive Informational Invoices detailing the services as they are provided.
- 1) When a pre-paid Service Block is exhausted an additional Service Block may be purchased. If an additional Service Block is not purchased, then services will be billed out at the then-prevailing hourly rate.
  - 2) Either party may terminate a pre-paid Service Block by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this agreement is terminated before the Service Block is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
- C) Hourly Rate. Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a Service Block then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES**. At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE**. For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY**. Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT**. Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY**. Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING**. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP**. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL**. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. **SUSPENSION OF PRODUCTS AND/OR SERVICES**. Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.

16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery.
18. **CHOICE OF LAW.** This agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin, without regard to conflict of laws principles.
19. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this agreement or in any way related to the transaction that is evidenced by this agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
20. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect to the extent permitted by law.
21. **BINDING EFFECT.** This agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
22. **ADDITIONAL WORK.** In the event that while in the process of providing the products or services covered by this agreement, Seller agrees to provide additional products or service not specifically covered by this agreement, the terms and conditions of this agreement shall govern, unless otherwise provided in writing.
23. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Seller.

Authorized Customer Signature:	
Date:	03-03-16
Customer Name and Title (printed):	Scott Anderson, Board President
Company Name:	Lincolnwood School District #74
Company Address:	6950 N. East Prairie Road
Company City, State, and Zip	Lincolnwood, IL 60712
Company Phone Number:	(847) 675-8234
Company Fax Number:	(847) 675-4207

Heartland Business Systems, LLC and/or Avastone Technologies, LLC Authorized Signature :	
Date:	3-22-16

R030113

## EXHIBIT C

**[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.