October 5 2018

Via Electronic Mail

J Ader  
Filed via MuckRock.com  
E-mail: 61567-43501397@requests.muckrock.com

MuckRock News  
DEPT MR 61567  
411A Highland Ave  
Somerville, MA 02144-2516

RE: 19-024 Response to FOIA Request

Thank you for writing to Hinsdale Township High School District 86 with your request for information pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq., received on September 24 2018 and extended on October 1 2018.

You requested the following:

- All documentation on BluePoint (https://www.bluepointalert.com/) including, but not limited to, the following:
  - Initial Bid Documents
  - Current and previous contracts with BluePoint
  - Requests for Proposals
  - Memorandum(s) of Understanding
  - Any privacy impact assessments
  - Any instructional materials or presentations
  - Use policies and standard operating procedures
  - Data retention policies
  - Letters of Interest
  - Usage policies
  - Any informal agreements that reference "BluePoint" or otherwise guide it use or the relationship between this agency and the provider or developer of the software.

To the extent responsive records exist, your requests are granted in part and denied in part. Enclosed is documentation responsive to your request. We have removed floor plans and usage policies pursuant to FOIA section 7(1)(k); and have redacted “private information” pursuant to FOIA Section 7(1)(b).

You have a right to have the above-listed redactions reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor  
Office of the Attorney General  
500 South 2nd Street  
Springfield, Illinois 62706  
Fax: 217-782-1396  
E-mail: publicaccess@atg.state.il.us
You also have the right to seek judicial review of any denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11. If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC.

As the District’s FOIA Officer, I am responsible for the District’s response to your FOIA request. This letter and enclosures are intended to be fully responsive to your specific request. If I have misunderstood your request in any way, please clarify the request in writing to me.

Sincerely,

FOIA Officer
Hinsdale Township High School District 86
630.655.6100
FOIA-Officer@hinsdale86.org
FOIA Log
Hinsdale Township High School District 86
FOIA Office
5500 South Grant Street
Hinsdale, IL 60521

September 24, 2018

To Whom It May Concern:

Pursuant to the Freedom of Information Act, I hereby request the following records:

All documentation on BluePoint (https://www.bluepointalert.com/) including, but not limited to, the following:

- Initial Bid Documents
- Current and previous contracts with BluePoint
- Requests for Proposals
- Memorandum(s) of Understanding
- Any privacy impact assessments
- Any instructional materials or presentations
- Use policies and standard operating procedures
- Data retention policies
- Letters of Interest
- Usage policies
- Any informal agreements that reference "BluePoint" or otherwise guide its use or the relationship between this agency and the provider or developer of the software.

For context, please see the following news article:

"Over the summer, District 86 installed the BluePoint emergency alert system at its buildings, including both high schools, for a cost of $188,000. The system includes blue alarm pull boxes, similar to red fire alarm boxes, throughout the schools.

One reason the district decided to install the new system was because there are areas in the schools where announcements over the public address system cannot be heard, such as the cafeteria and the gymnasium."

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.
Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 20 business days, as the statute requires.

Sincerely,

J Ader

Filed via MuckRock.com
E-mail (Preferred): 61567-43501397@requests.muckrock.com
Upload documents directly: https://www.muckrock.com/accounts/agency_login/hinsdale-township-high-school-district-86-15672/foia-hinsdale-township-district-86-bluepoint-documents-61567/?uuid-login=897d81a9-4c49-4773-9148-6445738c7466&email=FOIA-Officer%40hinsdale86.org#agency-reply
Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):
MuckRock News
DEPT MR 61567
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.
Hinsdale Township High School District 86  
5500 Grant Street  
Hinsdale, IL 60521

Invitation to Proposal  
Proposal 17-023  
Notification Alert System

DUE DATE/TIME:  
February 23, 2017, at 2:00 p.m.

Questions contact  
Tina Snyder, CPPB  
Purchasing Supervisor  
Hinsdale Township High School District 86  
Administration Building  
5500 Grant Street, Hinsdale, Illinois  60521  
P. 630.570.8003 F. 630.325.9153  
msnyder@hinsdale86.org
February 2, 2017

Dear Prospective Proposer:

Hinsdale Township High School District 86 will be accepting proposals to furnish and install a notification alert system from authorized vendors for Hinsdale Central and Hinsdale South schools.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets are available for download please contact Tina Snyder at msnyder@hinsdale86.org.

Please read the entire solicitation package and submit the Proposal in accordance with the instructions.

There will be a Mandatory Pre-Bid Meeting/Site Visit for all interested bidders that will take place on February 13, 2017 at 7:30am (District has a late start) at Hinsdale Central 5500 S Grant Street Hinsdale, IL, and continuing to Hinsdale South.

The Proposal must be submitted in a sealed envelope addressed to Tina Snyder, CPPB, Purchasing Supervisor with the attached label (Form F) by February 23, 2017 2:00pm., local time.

We sincerely hope that you take the time to submit a Proposal. If you choose not to Proposal please fill out the enclosed NO SOLICATION form and return it as soon as possible.

If you need additional information please contact me at 630.570.8003 or email msnyder@hinsdale86.org.

Sincerely,

Tina Snyder, CPPB
Purchasing Supervisor
Hinsdale Township High School D86
## INSTRUCTIONS TO PROPOSERS

### Proposal Schedule

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Invitation to Proposal</td>
<td>2/2/2017</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting &amp; Location</td>
<td>2/13/17 at 7:30 A. M. CST (District has late start) Starting at Hinsdale Central High School 5500 S Grant Street Hinsdale, IL 60521 and continuing to Hinsdale South.</td>
</tr>
<tr>
<td>Deadline for Written Requests for Clarification. Must be submitted in writing sent via email to: Tina Snyder, CPPB, <a href="mailto:msnyder@hinsdale86.org">msnyder@hinsdale86.org</a></td>
<td>2/16/2017 by 4:00 P.M. CST</td>
</tr>
<tr>
<td>Proposal Opening Administrative Center 5500 S. Grant Street St Hinsdale, IL 60521 Administrative Center</td>
<td>2/23/17 at 2:00 P.M. CST</td>
</tr>
<tr>
<td>Board Review and Consideration (tentative)</td>
<td>March</td>
</tr>
</tbody>
</table>

### Proposal Packet Information/addendum

The Proposal packet information/addendum(s) is located on the internet on our website at [http://hinsdale86.org/departments/BusinessOffice](http://hinsdale86.org/departments/BusinessOffice) or contact Tina Snyder msnyder@hinsdale86.org or Phone 630.570.8003.

### Deadline for Written Requests for Clarification:

Prospective vendors may request that the clarify information contained in the Proposal. Deadline for requesting clarification is February 15, 2017, at 4:00 P.M. All such requests must be made in writing sent by email to Tina Snyder, CPPB, Purchasing Supervisor, at msnyder@hinsdale86.org.

### Proposal Opening/Submission:

Proposals will be accepted until February 23, 2017 at 2:00 P.M. CST then will be publicly opened. The Proposal must be submitted in a sealed envelope addressed to Tina Snyder, CPPB, Purchasing Supervisor with the attached label (Form F). Also list the name, address, and phone number, e-mail and a contact name for the Submitter. The sealed Proposal must be submitted on the forms provided. All interested parties are invited to attend the Proposal opening.

### Submittal Checklist

- SIGNED PROPOSAL DOCUMENTS, EXHIBITS, AND CERTIFICATES
- HOLD HARMLESS AGREEMENT
- CERTIFICATE OF COMPLIANCE WITH II DRUG FREE WORKPLACE (SIGNED)
- PROPOSAL SUBMISSION FORM (SIGNED)
- CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY (NOTARIZED)
- CERTIFICATE OF ELIGIBILITY TO CONTRACT (NOTARIZED)
- COMPLETED IRS-Form W-9
- MAILING LABEL
- PROVIDE ONE ORIGINAL AND ONE (1) DIGITAL FILE ON CD OR ON USB FLASH DRIVE IN PDF FORMAT WITH YOUR SUBMITTAL.

### Awarded Contractor Requirements

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT</td>
<td>PURCHASE ORDER/CONTRACT ISSUED AFTER BOARD APPROVAL</td>
</tr>
<tr>
<td>CERTIFICATE OF INSURANCE</td>
<td>DUE AFTER BOARD APPROVAL</td>
</tr>
</tbody>
</table>
PROPOSAL CONDITIONS

1. DEFINITIONS

1.1 “BOARD” or “SCHOOL DISTRICT”: The Board of Education of Hinsdale Township High School District 86, DuPage County, Illinois.

1.2 “PROPOSAL DOCUMENTS” include:

I. Request for Proposal
II. Proposal Submission Form
IV. Proposal Conditions
V. Proposal Specifications
VI. Proposal Forms and Exhibits
VII. Addenda, if any
VII. References
XI. All Forms and Documents Submitted by Submitter
XIII. Proposal Checklist

1.3 “Submitter”: an individual or entity submitting a Proposal.

1.4 “SELLER” or “CONTRACTOR”: The successful Submitter.

2. FORM OF PROPOSAL

2.1 Proposal Submission: The Proposal Submission Form and all other documents listed in the Proposal and Proposal Checklist must be submitted to the Administrative Office at 5500 S. Grant Street, Hinsdale, IL 60521-4578, no later than the date and time set forth on the Proposal Submission Form. The Proposal must be submitted in a sealed envelope addressed to Tina Snyder, CPPB, Purchasing Supervisor with the attached label (Form F). Also list the name, address, and phone number, e-mail and a contact name for the Submitter. The sealed Proposal must be submitted on the forms provided.

Provide one original and one (1) digital file on CD or on USB Flash Drive in PDF format with your submittal.

All communication in connection with this request shall be submitted in writing via email as follows:

Tina Snyder, CPPB
Purchasing Supervisor
Hinsdale Township Administration Building
5500 Grant Street, Hinsdale, Illinois 60521
P. 630-570-8003
E-mail: msnyder@hinsdale86.org

2.2 Alternate Proposals: Alternate Proposals shall be considered by the District. An alternate Proposal shall not become a part of the Contract unless approved by the Board in writing upon the award of the Proposal.

2.3 Delivered Price: Your Proposal price must be a delivered price for all goods and or services, as applicable and a total price for all labor and services. The Proposal price must be firm for at least one hundred and eighty (180) calendar days after the latest date for submission of Proposals.

2.4 Unit and Total Prices: The price for the units of any goods specified in the Project Proposal Specifications should be clearly shown for each separate item in the space provided on the Proposal Submission Form.
Only one unit price should be quoted according to any unit of measure shown in the Project Proposal Specifications. All amounts are approximate and may vary slightly when order is placed.

2.5 **Contract/Purchase Order:** (if applicable) The Submitter shall be required to submit a proposed Contract to cover all goods and services under the Proposal. Any Contract will be subject to review by the Board of Education’s legal counsel, and must be on terms fully acceptable to the Board of Education before it is signed. No contract or agreement will be implied, final or in effect between the Board and a selected Submitter until acceptable Contract terms have been reached. The successful Submitter must enter into an executed contract with the Board in order to finalize the award of the Proposal. If mutual agreement on contract terms cannot be reached, the Board will proceed to negotiations with another Submitter.

3. **WITHDRAWAL, CANCELLATION, OR MODIFICATION OF PROPOSAL**
   
3.1 **Withdrawal, Cancellation, or Modification of Proposals:** A Submitter may withdraw a Proposal at any time prior to the time specified in the Proposal Documents as the closing time for the receipt of Proposals. Any modification to a Proposal may be made only by substitution of another Proposal. However, no Submitter shall withdraw, cancel or modify a Proposal for a period of one hundred and eighty (180) calendar days after said closing time for the receipt of Proposals, nor shall the successful Submitter withdraw, cancel or modify a Proposal after having been notified that said Proposal has been accepted by the Board.

3.2 **Late Proposals:** Proposals received after the time specified in the Proposal Documents will not be considered.

3.3 **Termination of the Contract for Cause:** Should the contractor fail to comply with any of the terms or conditions set forth in this Contract, or should the District determine the Contractor is in any way unfit, unqualified, or unable to perform all the needs of the District under the Contract, then and in that event with two (2) weeks written notice to the Contractor, this contract may be terminated by the District. Failure to operate in accordance with these specifications shall be deemed sufficient reason for the cancellation of the Contract by the District.

3.4 **Termination of the Contract for Convenience:** The Board reserves the right to terminate the Contract for any reason at the end of any contract year upon at least thirty (30) calendar days notice to Contractor.

4. **SUBMITTER REPRESENTATIONS**
   
4.1 **Complete Understanding:** Each Submitter warrants and represents that he or she has read and understands the Proposal Documents.

4.2 **Specifications:** Each Submitter warrants and represents that the Proposal is based on the specifications and terms and conditions contained in the Proposal Documents.

4.3 **Authorized Representative:** Each Submitter warrants and represents that he or she is the authorized representative of the Submitter and has the authority to bind the Submitter under the terms and conditions contained in the Proposal.

5. **AWARD**
   
5.1 **Award of Proposals:** Proposals shall be awarded to the lowest responsible, responsive Submitter whose proposal best meets the needs of the District, as determined by and in the sole discretion of the Board. Any award shall be subject to the requirements of 105 ILCS 5/10-22.34c. Board reserves the right to accept a proposal in whole or in part and to award all or part of the work to one or more Submitters. The School District also reserves the right to reject any proposals when it is determined that the Submitter is
not properly qualified to carry out the obligations of the Contract. Any such decision shall be considered final.

5.2 **Proposal Reservation:** The Board reserves the right to reject any and all Proposals or any part thereof and to waive technicalities in the Proposal or Proposal process.

5.3 **Interpretation of Proposal Documents:** If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Proposal Documents, he or she may submit to the Purchasing Supervisor a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal Documents will be made only by addendum duly issued by the Purchasing Supervisor. A copy of such addendum will be mailed or delivered via email to each person receiving a set of such Proposal Documents and to such other prospective Submitters as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Submitter to receive a written interpretation prior to the time of the opening of Proposals will not be grounds for withdrawal of his or her Proposal. Oral explanations or representations will not be binding.

6. **QUALITY OF WORK/CONDITION OF GOODS**

6.1 **Title and Risk of Loss:** Title to any goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by the Seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

6.2 **Inspection:** All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Project Proposal Specifications contained herein or the Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. Upon rejection, the Seller shall immediately return full purchase price to the Board.

6.3 **Payment and Price:** Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein, and payment for any services provided hereunder shall not constitute a waiver of any rights to enforce the terms of or standards of service in the Contract.

6.4 **Warranties:** The Seller makes the following warranties to the Board and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Seller. The Seller shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the Project Proposal Specifications require a greater warranty period.

6.5 **Patent Infringement:** The Seller shall indemnify and hold harmless the Board, its successors, employees, agents, assigns, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any
foreign government relating to the goods herein described. The Seller agrees that it will assume, upon request, the defense of any and all such suits and pay all costs and expenses incidental thereto.

7. **DELIVERY**

7.1 **Shipping Instructions**: Unless otherwise specified, packages must bear the Board’s order number and bulk containers must also show gross and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier’s requirement.

7.2 **Deliveries/Time**: Time is of the essence. Deliveries shall be made to the Board’s receiving area or designated installation site.

7.3 **Rejection and Cancellation**: The Board reserves the right to reject any goods or services and to cancel all or any part of this Proposal award or ensuing contract if the Seller fails to deliver all or any part of the goods or services as described in the Proposal Documents or if the Board deems such is in its best interests. Acceptance of any part of the goods or services covered by Proposal documents shall not obligate the Board to accept future shipments or work nor deprive it of its right to revoke any acceptance theretofore given. If the Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Seller, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the Proposal Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

7.4 **Earliest Delivery Time**: The Submitter must make delivery upon receipt of order unless otherwise specified in the Proposal Documents. The Submitter must indicate time required for delivery on the Proposal.

8. **MISCELLANEOUS**

8.1 **Taxes**: The Board is exempt from paying Illinois Use Tax, Illinois Retailer’s Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the Proposal price.

8.2 **Waivers**: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board’s right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Proposal Documents unless specifically set forth in writing.

8.2 **Default**: If any Submitter fails to fulfill any or all terms and conditions of the Proposal Documents, said Submitter shall be declared to be in default, shall forfeit the Proposal Deposit, and shall be subject to any and all other remedies available to the Board.

8.3 **Compliance with Applicable Law**: The Submitter shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the **Illinois Prevailing Wage Act** (820 ILCS § 130/1 et seq.), the **Illinois Human Rights Act** (775 ILCS § 5/1 et seq.), the **Equal Employment Opportunity Act** (42 U.S.C. § 2000e), and the **Illinois Criminal Code** (720 ILCS 5/1 et al.) in performing under the Proposal Documents.

To the extent the services provided by the Contractor hereunder include the construction or demolition of any fixed works for the District, including any maintenance, repair, assembly or disassembly work performed on any District equipment, the Contractor is subject to the provisions of the **Prevailing Wage Act** (820 ILCS 130/0.01 et seq.) and shall pay not less than the prevailing rate of wages to all laborers,
workers and mechanics performing such services, as determined by the Illinois Department of Labor for the DuPage County area. The current prevailing wage rates are available on the Department of Labor’s website and are deemed incorporated herein. Vendors are required to increase wages as necessary during the term of this Contract if such prevailing rates are revised. Proof of prevailing wages paid (a certified payroll record) shall be submitted with invoices requested for payment.

8.4 **Assignment:** The Submitter shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.

8.5 **Indemnification:** To the fullest extent permitted by law, the Submitter shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the Submitter; and (2) any breach by the Submitter of the terms or requirements of the Proposal Documents.

8.6 **Venue:** By submitting a response, vendor agrees that venue for all disputes arising out of or related to this Proposal will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois or the U.S. District Court, Northern District, Eastern Division, and that Illinois law will control.

8.7 **Invoices/Payment:** Invoices shall be sent directly to Accounts Payable, 5500 S. Grant Street Hinsdale, IL 60521. Or email address at invoice@hinsdale86.org. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and reference the Hinsdale High School District Purchase Order number. To improve the speed of payment to our business partners (Vendors) and reduce transaction costs the District will make payment pursuant to any contract resulting from this solicitation by Credit Card. The District will not be charged fees for this transaction. If the vendor does not accept credit card payment a check will be issued within 120 days.

8.8 **Insurance:** The Contractor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney’s fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of $2,000,000 per occurrence and $4,000,000 in the aggregate, (2) worker’s compensation coverage in the minimum statutory amounts, (3) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage and (6) umbrella or excess liability coverage of $20,000,000. The Contractor shall name the indemnitees (defined below) as additional insured on all insurance policies required herein, with the exception of the worker’s compensation insurance. The insurance required of the Contractor shall be primary.

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

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

Introduction
Hinsdale Township High School District 86 (the District), is a suburban school district located 20 miles west of Chicago. The District has approximately 4,800 students in 9 through grade 12. It has approximately 800 employees, of which approximately 370 are faculty members. The two high school locations are Hinsdale Central High School, 5500 South Grant Street, Hinsdale, Illinois 60521 and Hinsdale South High School, 7401 Clarendon Hills Road, Darien, Illinois 60561.

Scope of Work
The purpose of this solicitation is to obtain a vendor to install a reliable high-speed notification system that will be used to notify the District's students, faculty, staff, and visitors of a lock down or shelter in place. The goal of this system is to improve safety and security, by protecting the students and staff by delivering emergency alerts instantly through a bell tone over the current Public Address System. In addition, this system should have a flashing light component in designated hallways and areas where the public address system does not reach and a panic button at the greeter desk that alerts all required personnel as well as the Police and Fire Department to possible threats.

The desired proposal is one in which the contractor designs, delivers, installs, and configures specified equipment and provides training and documentation. It is the contractor's responsibility to determine exactly what additional hardware, software, and connectors are necessary to make this system work together.

Description
In setting forth these specifications, it is the intention of the District to offer equal opportunity to all vendors. The District is looking for the vendor to furnish and install the BluePoint Alert Solution System or approved equal. Any reference to certain items from this manufacturer is for specification purposes only. The vendor should provide complete specifications for any other product submitted for consideration as well as pictures/drawings. The District shall be the sole judge in determining approved equal in regards to quality, price and performance.

BluePoint Alert Solution System has many features including the ability to alert the police, building occupants by PA, or phone system message. This system also includes and blue strobe lights both interior and exterior to the building and fixed pull stations.

The District is looking for the following:

- Head End Control Panel with Wireless Infrastructure Signal to Existing PA System monitoring communication to police per their protocol
- Fixed pull stations with Signage
- Enhanced notifications interior and exterior Blue Strobe Lights
- Protective covers for fixed pull stations
- Pendant devices with lanyard for mobile operation
- Annunciator Panel
- Intruder Panel
- Labor and Material to install, connect and program
- Testing and final checkout
- Training for Personnel
- As build documents
- Layout plan showing proposed location of equipment
- Any additional items necessary
**Time Schedule**
The District is looking for the work to be completed in the Summer 2017. The current school calendar has the schools finishing on May 31, 2017 (the BOE may add up to 5 emergency days). Please include in your proposal the time necessary to get this project completed.

**Warranty**
Proposer shall include warranty document detailing warranty terms and conditions.

**Training**
The selected vendor shall provide direct on-site service training to District staff to operate the new system.

**Exceptions**
Please attach any exceptions to the specifications.

The District reserves the right to reject any or all submissions, to award project components by component, group of components, or total project, to accept any or all alternatives, to accept any proposal in whole or in part, to waive any irregularities or informalities which are in the best interest of the District, and to weigh proposal elements as deemed beneficial to the District.
Proposal Forms

Submitter Instructions
Carefully complete every form that is included in this Proposal Forms Section. All forms and attachments (e.g. Pricing Form and insurance certificate) should be included in your sealed proposal envelope.

Provide one original of all forms, as well as a CD or USB copy, in your proposal envelope. Failure to complete all the required information or providing any incomplete, inaccurate or misleading information will result in disqualification of your proposal.

Please contact Tina Snyder, Purchasing Supervisor, at msnyder@hinsdale86.org, in writing if you have any questions regarding the proposal forms or Proposal requirements.

Proposal Checklist
(All items must be included with the Proposal)

1._____ Original Proposal Documents
2._____ Proposal Submission Form (Signed and Notarized)
3._____ Pricing Pages
4._____ Hold Harmless Agreement (Form A) (Must Be Signed)
5._____ Sexual Harassment Policy Certificate (Form B And Attachment)(Must Be Signed And Notarized)
6._____ Certificate of Eligibility To Contract (Form C) (Must Be Signed And Notarized)
7.____ References (Form D)
8._____ W-9 Form (Sample of First Page Is Included As Form E) (The Full Current Version of the Form W 9 From the IRS Website must be completed and signed)
9._____ Label (Form F)
10.____ No Proposal Survey (Form G)
11._____ Proposed Contract (Awarded vendor to Propose Form)
12._____ One (1) Hard Copies of all Documents, and One (1) Digital Copy on CD or USB IN. PDF Format Drive
PROPOSAL SUBMISSION FORM
BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86, DUPAGE COUNTY ILLINOIS

Proposal Description: RFP 17-023
Notification Alert System

Pre-Proposal Meeting/Walkthrough: February 13, 2017 at 7:30 A. M. CST (District has late start)
Starting at Hinsdale Central High School 5500 S Grant Street
Hinsdale, IL 60521 and continuing to Hinsdale South

Deadline for Questions and Clarifications: February 16, 2017, at 4:00 P.M. CST

Proposal Submission Date and Time of Opening: February 23, 2017, at 2:00 P.M. CST

Submit your Proposal to: Tina Snyder, CPPB
Purchasing Supervisor
Hinsdale Township Administration Building
5500 Grant Street, Hinsdale, Illinois  60521

Prices: Submit on Pricing Form

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named
below, its officers, employees, and agents, are not barred from submitting a Proposal on this contract as a result of a
violation of the Proposal Rigging or Proposal Rotating provisions of the Public Contracts Section of the Illinois Criminal Code
of 1961 (720 ILCS 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The
undersigned further certifies that he or she has read and understands the Proposal Documents and that his or her Proposal
is in compliance therewith.

The undersigned affirms that the documents and information provided in this Proposal are true and complete. The
undersigned further affirms that submission of this Proposal constitutes an agreement to provide all services and comply
with all requirements outlined in this Proposal.

The undersigned acknowledges receipt of addendum(s): ______________; ______________; ______________.

Contact: ____________________________           Vendor Name: ____________________________
Print Name: ____________________________           Address: ____________________________
Title: ____________________________           City: ____________________________
Telephone: ____________________________           State: ____________________________
Email Address: ____________________________

Date: ______________

Subscribed and sworn to before me
this ___ day of _____, 20__.
Notary Public: ____________________________
The District reserves the right to increase or decrease the quantities shown herein to correspond to the actual needs of this project. All quantities shown are ESTIMATES ONLY of anticipated volume. The final order will be placed on the basis of quantities specified at time of order placement. The District is looking for the listed manufacturer or approved equal to be purchased. If proposing different specifications the vendor must attach specifications and literature and pricing. The District reserves the right to award this Proposal by total lump sum, by item, or any combination of items.

The following pricing is for Pricing must be inclusive of all costs associated with the project.

<table>
<thead>
<tr>
<th>ESTIMATED QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

**Hinsdale South High School**

<table>
<thead>
<tr>
<th>1</th>
<th>Mass Notification Control Panel with Wireless Infrastructure Signal to Existing PA system Monitoring Communication to Emergency Personal and staff per their Protocol</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Fixed Pull Stations with Signage</td>
</tr>
<tr>
<td>10</td>
<td>Protective covers for Fixed Pull Stations</td>
</tr>
<tr>
<td>15</td>
<td>Pendant Devices with Lanyard for Mobile Operation</td>
</tr>
<tr>
<td>1</td>
<td>Annunciator Panel</td>
</tr>
<tr>
<td>75</td>
<td>Blue Strobe Lights</td>
</tr>
<tr>
<td>1</td>
<td>Intrusion Panel for the Greeter area</td>
</tr>
<tr>
<td>1</td>
<td>Labor and Material to Install, Connect and Program</td>
</tr>
<tr>
<td>1</td>
<td>Testing and Final Checkout</td>
</tr>
<tr>
<td>1</td>
<td>Training for Personnel</td>
</tr>
<tr>
<td>1</td>
<td>As-Build Documents</td>
</tr>
</tbody>
</table>

**Total Hinsdale South**

$ $

**Hinsdale Central High School**

<table>
<thead>
<tr>
<th>1</th>
<th>Mass Notification Control Panel with Wireless Infrastructure Signal to Existing PA system Monitoring Communication to Emergency Personal and staff per their Protocol</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Fixed Pull Stations with Signage</td>
</tr>
<tr>
<td>10</td>
<td>Protective covers for Fixed Pull Stations</td>
</tr>
<tr>
<td>15</td>
<td>Pendant Devices with Lanyard for Mobile Operation</td>
</tr>
<tr>
<td>Item Description</td>
<td>Unit Cost</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Annunciator Panel</td>
<td></td>
</tr>
<tr>
<td>Blue Strobe Lights</td>
<td></td>
</tr>
<tr>
<td>Intrusion Panel for the Greeter area</td>
<td></td>
</tr>
<tr>
<td>Labor and Material to Install, Connect and Program</td>
<td></td>
</tr>
<tr>
<td>Testing and Final Checkout</td>
<td></td>
</tr>
<tr>
<td>Training for Personnel</td>
<td></td>
</tr>
<tr>
<td>As-Build Documents</td>
<td></td>
</tr>
</tbody>
</table>

**Total Hinsdale Central**: $\_

**Grand Total Hinsdale South and Hinsdale Central Notification Alert System**: $\_

### Additional Pricing

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Cost</th>
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<tbody>
<tr>
<td>Additional Blue Interior Strobe Light</td>
<td></td>
</tr>
<tr>
<td>Additional Blue Outside Strobe Light</td>
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<tr>
<td>Additional Fixed Pull Station</td>
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<tr>
<td>Additional Pendant Devices with Lanyard for Mobile Operations</td>
<td></td>
</tr>
<tr>
<td>Fixed Pull Station with Medical Alert Operation</td>
<td></td>
</tr>
<tr>
<td>Any Additional Equipment necessary for the system (attach cost and paperwork)</td>
<td></td>
</tr>
</tbody>
</table>

Freight costs: Unit prices should include all Shipping and Transportation Costs

Discount offered for payment by Credit Card: ________________________________

The undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed contract specifications for the above designated service, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits.

---

**Signature Name and Title**

**Date**

**Printed Name and Title**

**Date**
FORM A

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the School District, the Hinsdale Township High School District No. 86, its individual Board members, employees and agents against and from all injuries, judgments, damages, costs, loses and expenses of any kind whatsoever, including, but not limited to attorneys' fees and court costs, arising from, related to or connected with the equipment provided under this request for proposal or any breach of the terms and conditions of this request for proposal.

The Contractor expressly understands and agrees that any insurance required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless the aforementioned parties.

NAME OF SUBMITTER:

BY:

ATTEST:

DATE:
FORM B
Certificate Regarding Sexual Harassment Policy

______________________________________________(Submitter) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois Law; (iii) a description of sexual harassment utilizing examples; (iv) internal compliant process including penalty; (v) the legal recourse, investigate and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided. Submitter further certifies that it will comply with the Illinois Human Rights Act implementing regulations required for all public contractors and included herein as Attachment to Form B.

By: ____________________________________________
    Authorized Agent of Submitter

Date: ____________________________________________

Subscribed and sworn to before me this _________ day of

______________________________________________, 2016.

_________________________________________
Notary Public
**Illinois Human Rights Act Regulations**

**Lessor shall be required to comply with the following provisions only if and to the extent they are applicable under the law.** 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 (see 44 Ill. Admin. Code 750.20).

As required by Illinois law, in the event of the Lessor'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 Lessor’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.
FORM C

Certificate of Eligibility to Contract

I, __________________________________________________ (pursuant to Section 5/10-20.21 (b) of the School Code) hereby certify that neither I, nor any of my partners, or officers or owners of (name of Entity)
__________________________________________________.

1. Have been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33 E-1 et seq. as amended;

2. Have ever been convicted of the offense of proposal-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;

3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or

4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of (name of business)
__________________________________________________ and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et. seq.

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this proposal void if this certification is false.

________________________________________________________________________________________
Date   Authorized Agent of Submitter

Subscribed and sworn to before me this _________ day of

______________________________________________, 2016.

Notary Public
FORM D
REFERENCES
Please provide reference information for at least five (5) current contractual clients with preference given to institutional customers (e.g.: colleges, universities, school districts, etc.). At least one reference should be a high school district similar in size to Hinsdale Township High School District 86. Enter N/A for any of the items below that do not apply. Hinsdale Township High School District 86 reserves the right to verify the information below.

<table>
<thead>
<tr>
<th>Reference #1</th>
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</thead>
<tbody>
<tr>
<td>Client/Company Name</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

<table>
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<tr>
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<tbody>
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<tr>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
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<tr>
<td>Email</td>
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</table>

<table>
<thead>
<tr>
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<tbody>
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<tr>
<td>Address</td>
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<tr>
<td>Phone</td>
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<table>
<thead>
<tr>
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<tr>
<td>Address</td>
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<tr>
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<tr>
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<table>
<thead>
<tr>
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<td>Client/Company Name</td>
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<td>Contact Person</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>
**Form W-9**

**Request for Taxpayer Identification Number and Certification**

**Give Form to the requester. Do not send to the IRS.**

**Part I**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part II**

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Section references are to the Internal Revenue Code unless otherwise noted.**

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
FORM F
Submittal Label

Company Name:
Address:
City, State, Zip:

RFP 17-023 Notification Alert System
Due Date: February 23, 2017, at 2:00pm CST

Hinsdale Township High School District 86
Tina Snyder, CPPB
Purchasing Supervisor
Administrative Center
5500 S. Grant Street
Hinsdale, IL 60521

PLEASE CUT OUT AND AFFIX THIS PROPOSAL LABELS (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!
FORM G
No Proposal Survey

Please Note: This form is only required if you are not submitting.

Title/Proposal No:_____________________________________________________

Reason for not Submitting (Put a checkmark on the line):

___ Not enough time to respond
___ Not our business
___ Do not provide this service
___ Could not get required insurance
___ Could not compete
___ Too busy right now
___ Could not meet Specification/Requirements
___ Could not get required bond

Other:_______________________________________________________________

Suggestions:________________________________________________________

______________________________________________________________
Attachment A
Please see adobe attachment for building layouts.
ADDENDUM #1  
RFP 17-023 Notification Alert System

This addendum describes changes, modifications, clarifications and/or supplemental information for the above captioned proposal. Please be sure to acknowledge receipt of this addendum on the Proposal Form.

1. Can you confirm the intended working hours for installation of the system? Will installation take place during normal working hours? The District is looking for installation of this system during normal working hours.

2. Can you provide a list of individuals who attended the walk-thru? See attached

3. Can you please provide a key and plan for locations of all strobe devices including corresponding room names and numbers if possible? See attached

4. Can you provide an approximate number of individuals who you will want contacted via phone/text in the event of an activation? Administrators only? All teachers and staff? Students? We will need approximately 11 staff members at Hinsdale South as follows: Principal, 2 Assistant Principals, 3 Deans, Student Resource Officer, Director of Building and Grounds, Director of Counseling, Athletic Director, Activities, Director.

We will need 12 staff members at Hinsdale Central as follows: Principal, 2 Assistant Principals, 1 Director of Deans, 3 Deans, Student Resource Officer, Director of Building and Grounds, Director of Counseling, Athletic Director, Activities Director.

5. On the pricing page please change the quantity of the blue strobe lights for Hinsdale South to 78.

Hinsdale Township High School District #86  
Purchasing Supervisor  
Phone: 630-570-8003  
Email: msnyder@hinsdale86.org
<table>
<thead>
<tr>
<th>Name</th>
<th>Email</th>
<th>Cell Phone</th>
<th>Office Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Lichter</td>
<td><a href="mailto:jlichter@pentegra.com">jlichter@pentegra.com</a></td>
<td></td>
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<tr>
<td>John McNutt</td>
<td><a href="mailto:johnmcnutt@bluepointalert.com">johnmcnutt@bluepointalert.com</a></td>
<td></td>
<td>888-258-3706</td>
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</tr>
<tr>
<td>J.T. McNutt</td>
<td><a href="mailto:jt@kell-tech.com">jt@kell-tech.com</a></td>
<td></td>
<td>224-856-5256</td>
<td></td>
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<tr>
<td>Scott Volkening</td>
<td><a href="mailto:scottvolkening@foxvalleyfire.com">scottvolkening@foxvalleyfire.com</a></td>
<td></td>
<td>847-695-5990</td>
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<tr>
<td>Julio Carrasco</td>
<td><a href="mailto:julio@quintansecurity.com">julio@quintansecurity.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Makenna</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beth & Rudnicki Insurance
Agency, Inc.
814 Mill Street
McHenry, IL 60050
Chad R. Beth

CONTACT NAME: Barb Mullen
PHONE: 815-385-7630
FAX: 815-399-6689
E-MAIL: barb@brinsurance.net

INSURED
Fox Valley
Fire & Safety Co., Inc.
2730 Pinnacle Drive
Elgin, IL 60124

INSURER A: SECURA Insurance A Mutual Co
22543

COVERAGE:

X COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCCUR

GENL AGG. LIMIT APPLIES PER:
POLICY
X PROJ
LOC

AUTOMOBILE LIABILITY

X ANY AUTO
X ALL OWNED AUTOS
X HIRED AUTOS
X COMP $1000

UMBRELLA LIABILITY

OCCUR
CLAIMS-MADE

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

X PROP/EMP/N/A

A PROFESSIONAL LIABILITY

CERTIFICATE HOLDER
HINSDTW

Hinsdale Township High School
District 86
5500 Grant Street
Hinsdale, IL 60521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
**LETTER OF TRANSMITTAL**

**To:** Hinsdale Township High School District 86  
5500 S Grant St  
Hinsdale, IL 60521

**Attention:**  
Board of Education

**Re:** Hinsdale South and Central High Schools

**Date:** 06/26/17  
**Job No.:** 17F68177 / 178

**We are sending you:**  
- [ ] Attached  
- [ ] Under separate cover via ______________ the following items:  
  - [ ] Shop drawings  
  - [ ] Prints  
  - [ ] Plans  
  - [ ] Samples  
  - [ ] Specifications  
- [ ] Copy of letter  
- [ ] Change Order  

<table>
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<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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<td>06/26/17</td>
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These are transmittals as checked below:
- [ ] For Approval  
- [ ] Approved as submitted  
- [ ] Resubmit ______ copies for approval  
- [ ] As requested  
- [ ] Returned for corrections  
- [ ] Return ______ corrected prints  
- [ ] For review and comment  

**Remarks:**

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

**By:** [Redacted]  
**Copy To:** [Redacted]

**Email Address:** tommatousek@foxvalleyfire.com
CONTRACTOR:  
(Name, legal status and address)  
Fox Valley Fire & Safety Co., Inc.  
2730 Pinnacle Dr  
Elgin, IL 60124

OWNER:  
(Name, legal status and address)  
Bd. of Education-Hinsdale Township High School District 86  
5500 S. Grant Street  
Hinsdale IL 60521

CONSTRUCTION CONTRACT  
Date: 06/16/2017  
Amount: $187,115.34  
Description: Purchase and Installation of a notification alert system.  
(Name and location)

BOND  
Date: 06/16/2017  
(Not earlier than Construction Contract Date)  
Amount: $187,115.34  
Modifications to this Bond: XXXX None ☐ See Section 18

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)  
Fox Valley Fire & Safety Co., Inc.  
Signature: [redacted]  
Name and Title: Al Whale, Treasurer

SURETY  
Company: (Corporate Seal)  
West Bend Mutual Insurance Company  
Signature: [redacted]  
Name and Title: Chad R Beth, Attorney-In-Fact

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AGENT or BROKER:  
BETH & RUDNICKI INSURANCE AGY  
814 MILL STREET  
MCHenry, IL 60050  
(815) 385-7630

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party:)  
NA

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tended defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
   .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
   .2 have sent a claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<tr>
<td>Company:</td>
<td>Company:</td>
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<td>(Corporate Seal)</td>
<td>(Corporate Seal)</td>
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</table>

| Signature:              | Signature: |
| Name and Title:         | Name and Title: |
| Address:                | Address: |

Init.  
User Notes:  

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CONTRACTOR:
(Name, legal status and address)
Fox Valley Fire & Safety Co., Inc.
2730 Pinnacle Dr
Elgin, IL 60124

OWNER:
(Name, legal status and address)
Bd. of Education-Hinsdale Township High School District 86
5500 S. Grant Street
Hinsdale, IL 60521

CONSTRUCTION CONTRACT
Date: 06/16/2017
Amount: $187,115.34
Description: Purchase and installation of a notification alert system.

BOND
Date: 06/16/2017
(Not earlier than Construction Contract Date)
Amount: $187,115.34
Modifications to this Bond: XXXX None See Section 16

CONTRACTOR AS PRINCIPAL
Company: Fox Valley Fire
Signature: [Signature]
Name and Title: Al Whale, Treasurer

SURETY
Company: West Bend Mutual Insurance Company
Signature: [Signature]
Name and Title: Chad R Beth, Attorney-In-Fact

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
BETH & RUDNICKI INSURANCE AGY
814 MILL STREET
MCHENRY, IL 60050
(815) 385-7630

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
NA

Init. 1
User Notes:
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default, or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

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</table>
Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Chad R Beth

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars ($7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereeto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauli

Secretary

State of Wisconsin

County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereby by like order.

John F. Duwell

Executive Vice President - Chief Legal Officer

Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16 day of June, 2017.

Dale J. Kent

Executive Vice President - Chief Financial Officer

NOTICE: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company

8401 Greenway Blvd. Suite 1100 | P.O. Box 620976 | Middleton, WI 53562 | ph (608) 410-3410 | www.thesilverlining.com
STATE OF Illinois
County of McHenry

On this 21st day of June, 2017, before me appeared Chad R. Beth, to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
CONTRACT BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND THE FOX VALLEY FIRE AND SAFETY, INC.

THIS CONTRACT is made this 22nd day of June, 2017, between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 ("Owner") and FOX VALLEY FIRE AND SAFETY, INC. ("Contractor"), for the purchase and installation of a notification alert system.

1. The Work. The Contractor shall purchase and install the equipment identified in Exhibit A ("Work"), which Exhibit A is attached hereto and incorporated herein, in a good workmanlike manner in accordance with the terms and conditions contained in this Contract and the documents attached as Exhibit A (collectively, the "Contract"). The Contract, and the documents referenced therein, constitute the entire understanding of the Contractor and the Owner with respect to the Work. To the extent any provisions of the Exhibits conflict with this document, this document shall control. In the event of a conflict among the documents comprising Exhibit A, the provision or provisions most favorable to the Owner shall control.

2. Contract Sum. The Owner shall pay the Contractor for the performance of the Work (including the costs of all equipment, materials, products, labor, profit, etc.) the contract sum of One Hundred Eighty Seven Thousand One Hundred Fifteen and 34/100 Dollars ($187,115.34) ("Contract Sum"), as set forth in Contractor's completed Proposal Pricing Form, which is part of Exhibit A. 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 change order. Contractor will invoice Owner monthly for partial payments based on Work performed. These invoices may include the cost of labor paid, and equipment, materials and products installed. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. The Owner reserves the right to reduce retention prior to substantial completion. The Contractor shall submit to Owner with each request for payment a sworn statement showing the amount due Contractor supported by detailed time cards and invoices for materials, 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 the Work, 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 each 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 Work. The Owner shall pay the remainder of the Contract Sum within thirty (30) days of completion of punchlist 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. THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS
FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).

3. **Change Orders.** Change orders must be approved in writing by the Owner. In accordance with the Criminal Code, 720 ILCS 5/33 E-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 $10,000 or more, or the time of completion of the Work by 30 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 on 2/9/74, and shall be complete by 5/15/74. 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 that was reasonably foreseeable or avoidable. The Contractor shall not be entitled to any damages for such delays with the Owner’s discretionary extension of the time of completion being the only available remedy. 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 that has been approved by the Owner, but shall pay no other damages.

5. **Insurance.**

   A. **Form and Limits 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) each accident for bodily injury by accident and bodily injury by disease; (iii) Commercial General Liability Insurance, on an occurrence basis, at limits of not less than Two Million Dollars ($2,000,000), per occurrence and in the aggregate; (iv) Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) which shall cover liability arising out of any auto (including owned, hired, and non-owned autos), and (v) excess or umbrella insurance at limits of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate. All insurance of the Contractor, with the sole exception of the Workers Compensation insurance, shall name the Indemnitees (defined in Paragraph 21 below) as additional insureds thereon.

   The Contractor shall require that every subcontractor of any tier obtain insurance of the same type and amounts as the Contractor, naming the Indemnitees as additional insureds on the same insurance policies required of the Contractor. All insurance required of the
Contractor and all subcontractors shall state that the coverage afforded to the Owner shall be primary insurance of the Owner with respect to claims arising out of operations performed by or on Owner’s behalf, and, if the Owner has other insurance which is applicable to the loss, it shall be on an excess or contingent basis. All excess or umbrella insurance of the Contractor used to satisfy the insurance requirements hereunder shall follow the form of the underlying policy.

**B. Other Insurance Requirements**

The Contractor shall deliver to Owner prior to commencing Work, a certificate of insurance (ACORD Form 27 or other form acceptable to Owner) evidencing the required insurance coverage of Contractor and each subcontractor. The Contractor waives any right of subrogation that it or any of its insurers may have against the Indemnitees. 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 Work. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and subcontractors is not limited by purchase of insurance.

6. **Termination.** Should the Contractor fail to comply with any of the terms or conditions set forth in this Contract, or should the Owner determine the Contractor is in any way unfit, unqualified, or unable to perform all the needs of the Owner under this Contract, then and in that event with two (2) weeks written notice to the Contractor, this Contract may be terminated by the Owner. Failure to perform in accordance with this Contract shall be deemed sufficient reason for the cancellation of the Contract by the Owner. The Owner may terminate the Contract for any reason upon at least thirty (30) calendar days’ notice to Contractor.

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. 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 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. 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 by 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 any school in the District, and that the Work shall be performed during the summer when students are not present or, if students are present, in an area fenced off from access by students. If any individual performing Work will have direct, daily contact with students, Contractor must notify Owner, and that employee must submit, at the Contractor's expense, to a criminal background investigation in accordance with 105 ILCS 5/10-21.9 and must provide evidence of physical fitness to perform the duties assigned and freedom from communicable disease, as required by 105 ILCS 5/24-5, to Contractor.

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. Payment and Performance Bonds. Pursuant to the Public Construction Bond Act, 30 ILCS 550, prior to commencing work, the Contractor shall provide payment and performance bonds, in forms reasonably acceptable to Owner, in the amount of one hundred percent (100%) of the Contract Sum, conditioned for the completion of the Contract, for the payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise. Pursuant to the Prevailing Wage Act, 820 ILCS 130/4, the required bond shall include a provision as will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law.

10. 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.
11. **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. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Contract. 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.

In addition to the above, the Contractor makes the following warranties to the Owner and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Contractor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Owner by the Contractor. The Contractor shall, at its sole cost and expense, promptly repair or replace to the Board’s complete satisfaction all goods/services received for a period of one (1) year from date of acceptance.

12. **Contractor Representations.** Contractor warrants and represents that he or she has read and understands this Contract, its price is based on the specifications and terms and conditions contained in the Contract, and that the signatory hereto is the authorized representative of the Contractor and has the authority to bind the Contractor under the terms and conditions herein.

13. **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 AVOID ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREBIN UNLESS THE FOREMENTIONED 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 HEREBIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THE PROVISIONS IN SECTION 9. 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.
14. **Governing Law.** The law governing this Contract, the Contract Documents and the performance of the Work shall be the law of the State of Illinois. Any proceedings brought pursuant to this Contract or the Contract Documents or the Work shall be brought in the Circuit Court of DuPage County, Illinois, or the U.S. District Court, Northern District, Eastern Division.

15. **Title and Risk of Loss.** Title to goods shall not pass until said goods have actually been received by the Owner, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Owner shall be borne by the Contractor.

16. **Inspection.** All material and workmanship shall be subject to inspection and test by the Owner. The Owner reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the requirements contained herein or the Contractor's warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Contractor shall bear all costs of inspection and all risk of loss. Upon rejection, the Contractor shall immediately return the full Contract Sum to the Owner or replace the Work, at the Owner’s direction.

17. **Payment and Price.** Payment by the Owner for goods supplied hereunder shall not constitute acceptance thereof, and payment for any services provided hereunder shall not constitute a waiver of any rights to enforce the terms of or standards of service in this Contract.

18. **Taxes.** The Owner is exempt from paying Illinois Use Tax, Illinois Retailer’s Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, Owner shall not pay such taxes and such taxes shall not be included in the Contract Sum.

19. **Waivers.** The failure of the Owner to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Owner’s right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Owner shall not have waived any rights under this Contract unless specifically set forth in writing.

20. **Assignment.** The Contractor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Owner.

21. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any act or omission of the Contractor; and (2) any breach of this Contract by the Contractor.
THIS CONTRACT is entered into as of the day and year first above written.

OWNER:
BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86

BY: [Redacted]
ITS: Director of Financial Controls

CONTRACTOR:
FOX VALLEY FIRE AND SAFETY, INC.

BY: [Redacted]
ITS: Account Executive

ATTEST:

BY: [Redacted]
ITS: [Redacted]
EXHIBIT A

CONTRACT DOCUMENTS

1. Proposal Submission Form
2. Proposal Pricing Form
3. Form B - Certificate of Sexual Harassment Policy
4. Illinois Human Rights Act Regulations
5. Form C - Certificate of Eligibility to Contract
PROPOSAL SUBMISSION FORM

BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86, DUPage COUNTY ILLINOIS

Proposal Description:

RFP 17-023
Notification Alert System

Pre-Proposal Meeting/Walkthrough:

February 13, 2017 at 7:30 A.M. CST [District has late start]
Starting at Hinsdale Central High School 5500 S Grant Street
Hinsdale, IL 60521 and continuing to Hinsdale South

Deadline for Questions and Clarifications:

February 16, 2017, at 4:00 P.M. CST

Proposal Submission Date and Time of Opening:

February 23, 2017, at 2:00 P.M. CST

Submit your Proposal to:

Tina Snyder, CPPB
Purchasing Supervisor
Hinsdale Township Administration Building
5500 Grant Street, Hinsdale, Illinois 60521

Submit on Pricing Form

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from submitting a Proposal on this contract as a result of a violation of the Proposal Rigging or Proposal Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Proposal Documents and that his or her Proposal is in compliance therewith.

The undersigned affirms that the documents and information provided in this Proposal are true and complete. The undersigned further affirms that submission of this Proposal constitutes an agreement to provide all services and comply with all requirements outlined in this Proposal.

The undersigned acknowledges receipt of addendum(s): 1

Contact: 

Print Name: Alan Whale

Title: Treasurer

Telephone: 847-695-5980

Email Address: awhale@foxvalleyfire.com

Vendor Name: Fox Valley Fire & Safety, Inc.

Address: 2730 Pinnacle Drive

City: Elgin

State: IL

Date: 2/1/17

Subscribed and sworn to before me this 21 day of February 2017

Theresa Lee Martens

[Signature]

OFFICIAL SEAL
Rotary Public Service Officer
My Commission Expires September 22, 2017
## PROPOSAL PRICING FORM

Hinsdale Township High School District 86
RFP 17-023, Notification Alert System

(Please type or print in ink only the following information)

**Vendor Name:** Fox Valley Fire & Safety, Inc.  
**Date:** 2/21/17

The District reserves the right to increase or decrease the quantities shown herein to correspond to the actual needs of this project. All quantities shown are ESTIMATES ONLY of anticipated volume. The final order will be placed on the basis of quantities specified at time of order placement. The District is looking for the listed manufacturer or approved equal to be purchased. If proposing different specifications the vendor must attach specifications and literature and pricing. The District reserves the right to award this Proposal by total lump sum, by item, or any combination of items.

The following pricing is for Pricing must be inclusive of all costs associated with the project.

### ESTIMATED QUANTITY

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hinsdale South High School</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mass Notification Control Panel with Wireless Infrastructure Signal to Existing PA system Monitoring Communication to Emergency Personal and staff per their Protocol</td>
<td>$14,974.00</td>
<td>$14,974.00</td>
</tr>
<tr>
<td>Fixed Pull Stations with Signage</td>
<td>$330.75</td>
<td>$9,922.50</td>
</tr>
<tr>
<td>Protective covers for Fixed Pull Stations</td>
<td>$93.11</td>
<td>$931.10</td>
</tr>
<tr>
<td>Pendant Devices with Lanyard for Mobile Operation</td>
<td>$144.46</td>
<td>$2,166.75</td>
</tr>
<tr>
<td>Annunciator Panel</td>
<td>$267.91</td>
<td>$267.91</td>
</tr>
<tr>
<td>Blue Strobe Lights</td>
<td>$140.40</td>
<td>$10,530.00</td>
</tr>
<tr>
<td>Intrusion Panel for the Greeter area</td>
<td>$267.91</td>
<td>$267.91</td>
</tr>
<tr>
<td>Labor and Material to Install, Connect and Program</td>
<td>$44,670.00</td>
<td></td>
</tr>
<tr>
<td>Testing and Final Checkout</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Training for Personnel</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>As-Build Documents</td>
<td>$750.00</td>
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</tr>
<tr>
<td><strong>Total Hinsdale South</strong></td>
<td>$85,880.17</td>
<td></td>
</tr>
</tbody>
</table>

### Hinsdale Central High School

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass Notification Control Panel with Wireless Infrastructure Signal to Existing PA system Monitoring Communication to Emergency Personal and staff per their Protocol</td>
<td>$16,569.00</td>
<td>$16,569.00</td>
</tr>
<tr>
<td>Fixed Pull Stations with Signage</td>
<td>$330.75</td>
<td>$9,922.50</td>
</tr>
<tr>
<td>Protective covers for Fixed Pull Stations</td>
<td>$93.11</td>
<td>$931.10</td>
</tr>
<tr>
<td>Pendant Devices with Lanyard for Mobile Operation</td>
<td>$144.46</td>
<td>$2,166.75</td>
</tr>
<tr>
<td>Item</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>1 Annunciator Panel</td>
<td>$267.91</td>
<td></td>
</tr>
<tr>
<td>100 Blue Strobe Lights</td>
<td>$140.40</td>
<td></td>
</tr>
<tr>
<td>1 Intrusion Panel for the Greater area</td>
<td>$267.91</td>
<td></td>
</tr>
<tr>
<td>1 Labor and Material to Install, Connect and Program</td>
<td>$54,400.00</td>
<td></td>
</tr>
<tr>
<td>1 Testing and Final Checkout</td>
<td>$1,200.00</td>
<td></td>
</tr>
<tr>
<td>1 Training for Personnel</td>
<td>$500.00</td>
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</tr>
<tr>
<td>1 As-Build Documents</td>
<td>$850.00</td>
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</tbody>
</table>

**Total Hinsdale Central**

$101,135.17

Grand Total Hinsdale South and Hinsdale Central Notification Alert System: $187,115.34

**Additional Pricing**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Additional Blue Interior Strobe Light</td>
<td>$585.80</td>
</tr>
<tr>
<td>1 Additional Blue Outside Strobe Light</td>
<td>$746.75</td>
</tr>
<tr>
<td>1 Additional Fixed Pull Station</td>
<td>$398.75</td>
</tr>
<tr>
<td>1 Additional Pendant Devices with Lanyard for Mobile Operations</td>
<td>$155.15</td>
</tr>
<tr>
<td>1 Fixed Pull Station with Medical Alert Operation</td>
<td>$398.75</td>
</tr>
<tr>
<td>1 Any Additional Equipment necessary for the system (attach cost and paperwork)</td>
<td></td>
</tr>
</tbody>
</table>

***Additional Pricing Unit Cost Includes Installation***

Freight costs: Unit prices should include all Shipping and Transportation Costs

Discount offered for payment by Credit Card: ☑

The undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed contract specifications for the above designated service, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits.

Date: 2/14/17

Signature Name and Title

Alan Whale, Treasurer

Printed Name and Title
FORM B
Certificate Regarding Sexual Harassment Policy

Fox Valley Fire & Safety, Inc. (Submitter) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at least the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois Law; (iii) a description of sexual harassment utilizing examples; (iv) internal compliant process including penalty; (v) the legal recourse, investigate and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided. Submitter further certifies that it will comply with the Illinois Human Rights Act implementing regulations required for all public contractors and included herein as Attachment to Form B.

By: _________________________

Authorized Agent of Submitter

Date: 2/21/17

Subscribed and sworn to before me this 21st day of

February, 2017

Notary Public

[Notary Seal]
Attachment to Form B

Illinois Human Rights Act Regulations

Contractor shall be required to comply with the following provisions only if and to the extent they are applicable under the law. 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 [see 44 Ill. Admin. Code 750.20]. As required by Illinois law, in the event of the Lessor'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 Lessor'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 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.
FORM C
Certificate of Eligibility to Contract

1. Allen White (pursuant to Section 5/10-20.21 (b) of the School Code) hereby certify that neither I, nor any of my partners, or officers or owners of (name of Entity)

   Fox Valley Fire & Safety, Inc.

   1. Have been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33 E-1 et seq. as amended;

   2. Have ever been convicted of the offense of proposal-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;

   3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or

   4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of (name of business)

   Fox Valley Fire & Safety, Inc. and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et. seq.

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this proposal void if this certification is false.

   2/21/17

Date Authorized Agent of Submitter

Subscribed and sworn to before me this 21st day of

   February, 2018

Notary Public

JENNIFER L. HUTTMAN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2017