

**FIRST SUPPLEMENTAL
REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES**

**Specification No. 26-1298
Advertisement Date: June 17, 2026**



Required for use by the Board of Education of the City of Chicago
Department of Capital Planning and Construction

**A Pre-Submittal Conference will be held on July 8, 2026 at 12:00 P.M. Central Time (Chicago),
online at <https://meet.google.com/rem-ygid-zau>**

**Please sign-up for the Pre-Submittal Conference at the following link:
<https://forms.gle/99z8UrrZoHSZh5Q7A>**

**Attendance is not mandatory, but encouraged. MBE/WBE Networking is encouraged by reaching
out to all Respondents on the attendee list provided shortly after the conclusion of the
Pre-Submittal Conference.**

**RESPONSES MUST BE RECEIVED NO LATER THAN 2:00 P.M. CENTRAL TIME (Chicago)
ON JULY 17, 2026 THROUGH THE FOLLOWING LINK:
<https://www.cps.edu/procurement/contracting-opportunities/>**

**ISSUED BY
THE DEPARTMENT OF PROCUREMENT
BOARD OF EDUCATION OF CITY OF CHICAGO**

**BRANDON JOHNSON
MAYOR**

**MACQUILINE KING
SUPERINTENDENT/CHIEF EXECUTIVE OFFICER**

**SEAN B. HARDEN
PRESIDENT**

**PATRICIA HERNANDEZ
CHIEF PROCUREMENT OFFICER**

For Current Bid/RFP/RFQ Information: <https://www.cps.edu/procurement/contracting-opportunities/>

I. GENERAL INVITATION AND INSTRUCTIONS

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I. GENERAL INVITATION AND INSTRUCTIONS

FIRST SUPPLEMENTAL REQUEST FOR QUALIFICATIONS ("RFQ") FOR CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**" or the "**District**") invites the submission of responses ("**Responses**") from organizations ("**Respondents**") that wish to provide construction material testing services and inspections (hereinafter defined) to the Board. The Board will pre-qualify Respondents to participate in the service pool defined herein. The Board reserves the right to (i) select one or more Respondents to provide the Services (hereinafter defined) outlined herein; (ii) reject any and all Responses; and (iii) identify any areas where a conflict of interest may require limitations on a Respondent.

Organizations may propose as a joint venture and independently as a single Respondent. If the Respondent is proposing in both capacities, separate Responses must be submitted for each. If a joint venture Response is rejected, no organization which has participated in the joint Response can be considered to provide services unless it has separately submitted a Response. Similarly, two (2) or more organizations may submit Responses as a prime contractor(s) and subcontractor(s) relationship. In the event of such an arrangement, the Board reserves the right to reject any subcontractor and accept only the primary contractor. The Board will not accept a subcontractor and reject the primary contractor. If a subcontractor wishes to be considered separately for a portion of the services, such organization should submit a separate Response. A "partnership", "joint venture" or "sole proprietorship" operating under an Assumed Name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act (805 ILCS 405.0.01, et. seq.).

Respondents are responsible for clearly identifying the correct legal name of the entity(ies) submitting a Response, including any assumed name(s).

RESPONSES ARE TO BE SUBMITTED ELECTRONICALLY ACCORDING TO THE INSTRUCTIONS CONTAINED IN THE SUBMITTAL REQUIREMENTS SECTION OF THIS REQUEST FOR QUALIFICATIONS. IF RESPONDENT DESIGNATES ANY PORTION OF ITS SUBMITTAL AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT ("FOIA"), RESPONDENT SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED RESPONSE.

COVER LETTERS SHALL BE ADDRESSED TO:

**Patricia Hernandez
Chief Procurement Officer
Department of Procurement
Board of Education of the City of Chicago**

**RESPONSES MUST BE RECEIVED NO LATER THAN JULY 17, 2026 AT 2:00 P.M. CENTRAL TIME (Chicago) THROUGH THE FOLLOWING LINK:
<https://www.cps.edu/procurement/contracting-opportunities/>**

Respondents shall be responsible for the successful submission of the Response before the advertised date and hour for the receipt of the Responses. Responses submitted past the advertised date and hour for the Response receipt will not be considered and will be rejected.

Downloading Solicitations/Addenda.

The RFQ document, all attachments, and any addenda to this RFQ are available for download from the Board's web site at: <https://www.cps.edu/procurement/contracting-opportunities/>

I. GENERAL INVITATION AND INSTRUCTIONS

Respondents are solely responsible for ensuring that they have received all necessary procurement documentation, including any addenda. The Board is not responsible for ensuring that any and all procurement documentation is received by any Respondent.

Questions.

Organizations requiring additional assistance shall only contact Ann Yi, ayi@cps.edu. If an organization is in doubt as to the meaning of a part of this RFQ, the organization may submit a written request for clarification to the aforesaid individual with a reference to the Specification Number provided on the cover page of the RFQ. No telephone calls will be accepted.

Organizations, including all agents or subcontractors, who contact any other CPS personnel, either verbally or in writing, concerning this RFQ, are in violation of the procurement procedures and any submitted Responses from or including such individuals or entities may be disqualified.

QUESTIONS REGARDING THIS RFQ MUST BE RECEIVED NO LATER THAN JULY 1, 2026 AT 2:00 P.M. CENTRAL TIME (Chicago) VIA BONFIRE OR SENT TO SBURTON18I@CPS.EDU.

All written questions received by the deadline will be answered at the Pre-Submittal Conference and a written clarification will also be posted on the Board's website where it will be available for review by all Respondents prior to the submission deadline. Late questions will not be answered. Oral clarifications offered by any Board employee other than Fay Burton will not be binding on the Board.

Addenda.

Any revision or expansion of the terms, conditions, or specifications provided in this RFQ that are deemed necessary by the Chief Procurement Officer before the due date of Responses will be made in the form of an addendum issued by the Department of Procurement. A copy of any such addendum will be posted on the Office of Procurement website at <https://www.cps.edu/procurement/contracting-opportunities/>. Failure on the part of the Respondent to receive any written addenda will not be grounds for withdrawal of an RFQ. Respondent must acknowledge receipt of each addendum issued on the RFQ Execution Page.

Errors, Omissions and Withdrawals of Responses.

Respondent is expected to comply with the terms and intend of the RFQ and shall not avail itself of any error or omission to the detriment of the Board. Should Respondent suspect any error, omission or discrepancy in the specifications or instructions, Respondent shall immediately notify the Board in writing, and the Board will issue written corrections or clarifications in an addendum if necessary in the Board's sole discretion. Respondent is responsible for the contents of its Response and for satisfying the requirements set forth in the RFQ. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by Respondent in the process of putting the Response together.

Responses may be withdrawn at any time prior to the due date. All requests to withdraw must be in writing; oral requests will not be honored. The request should be labeled and addressed in the same way as the original Response and should be clearly marked to indicate that it is a withdrawal of the Response. Resubmission of a withdrawn Response will be considered a new Response and must be submitted prior to the due date.

Exceptions to CPS Contract Terms.

No exceptions to the Board's terms and conditions will be permitted or deemed accepted in response to this RFQ. Pre-qualified Respondents shall sign the CPS Contract Terms attached to this RFQ without revision or negotiation. Awarded vendors shall be expected to sign the Board's terms and conditions as presented in this RFQ.

I. GENERAL INVITATION AND INSTRUCTIONS

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II. SCOPE OF WORK

The scope of work shall include the provision of all required labor, materials, equipment, overhead, profit and expertise related to the completion of any geotechnical and/or construction material testing, and inspection related service. Included are any studies, reports, estimates of cost, on-site inspection, field and laboratory testing or any related activity that will assist in evaluating the proposed construction. Field Inspector(s) time on the Project Site will be verified by the Project Manager. A monthly log of all testing is required. All test results and written reports must be submitted to the Board's Project Manager or designee in accordance with the Schedule Requirements set forth in the Project Scope of Work (PSOW). All test reports must state why the material failed if failure has in fact occurred. Any such failures must immediately be communicated in writing to the Project Manager on site.

All pre-qualified vendors will be issued a Request for Price Quotation (RFPQ) for any particular project by which said Vendor(s) will be invited to submit Price Quotations on a particular Project, as more fully described in the Specific Terms and Conditions (Attachment B in this RFQ).

The RFPQs will contain the Scope of Work required for each such project, including but not limited to the following:

- Performing all the Services required by the Scope of Work identified in the RFPQ in compliance with all applicable laws, rules, codes and regulations.
- Procuring all required permits and approvals.
- Having appropriate and current licenses for the scope of work being provided.
- Planning, coordinating, administering and supervising the Services.
- Complying with Board directives and policies regarding lead and asbestos-containing surfaces.
- Preparing and submitting timely status; progress reports, documentation and updating Project completion schedules when requested by the Board.
- Meeting with Board representatives regularly as required to discuss work in progress and other matters.
- Providing all required MBE/WBE documentation when responding to a specific RFPQ.

Specific services required are defined in the Project specification sections and drawings for each project and may include but are not limited to:

A. Quality Control Services

- Meet the requirements of the specification section for services provided by the Board or Consultant.
- Main CPS Divisions utilized on our projects
 - Division 03 – Concrete
 - Division 04 – Masonry
 - Division 05 – Metals
 - Division 07 – Thermal and Moisture Protection
 - Division 08 – Openings
 - Division 21 – Fire Suppression
 - Division 31 – Earthwork
 - Division 32 – Exterior Improvements

B. Structural Fills and Compaction Testing for Structures and Utilities (Spec 31 23 23)

- Soils classification for fills
- Verification of each footing subgrade and fill layer
- Sieve Analysis for material gradation compliance verification
- Moisture Density relationship testing
- Observation of proof rolling and subsequent recommendations
- Field density testing utilizing the nuclear method
- Observe and report on site stripping and grubbing operations

II. SCOPE OF WORK

C. Caissons/Piles (if applicable) (Spec 31 63 29 Drilled Piers and Shafts)

- Field observation
- Full-time monitoring of drilled pier installation
- Verification of allowable bearing capacity
- Preparation of individual caisson reports
- Reinforcement Inspection
- Concrete sampling and testing
- Observation and reporting of vertical plumbness, and design versus as-built conditions

D. Bituminous Pavements (Spec 32 12 16)

- Perform quality control testing per IDOT specifications and provide test reports
- Asphalt Plant Inspections as required
- Extraction and gradation of material samples
- Compaction testing during lift placement
- Subbase density testing
- Observation of proof rolling
- Subgrade density testing
- Verification of grades and slopes and material thickness

E. Portland Cement Concrete Paving (Spec 32 13 13)

- Subgrade density testing
- Subbase density testing
- Observation of proof rolling
- Concrete placement observation and testing
- Compressive strength tests
- Reinforcement placement verification
- Record curing procedures

F. Cast-In Place Concrete

- Batch plant inspections as required for compliance with ASTM C94
- Concrete placement sampling and testing as specified
- Compressive strength testing
- In place nondestructive testing as required
- Reinforcement placement inspection performed prior to concrete placement
- Cylinder pick-up and transportation per ASTM

G. Masonry (Spec 04 20 00)

- Mortar and grout sampling and testing during construction per ASTM C780
- Observation of prism fabrication
- Laboratory Prism testing per ASTM 01314
- Absorption tests and Compressive strength tests Per C67 and C90/C140

H. Structural Steel (Specs 05 12 00; 05 21 00)

- Verification of field and shop welders' certification
- Review of Welding Procedure Specifications for compliance with AWS D1.1 and D1.3
- Visual inspection of bolted connections and all bolting operations for compliance with the RCSC
- Specification for High Strength Bolts
- Visual inspection of all completed structural welds for compliance with AWS D1.1, Table 6.1
- Periodic observation of welding operations including welder technique, preheat operations, type and size of electrodes, joint fit up, and general compliance with submitted WPS and AWS documents.
- Measurement of field welds or compliance with AWS DI. 1 Table 6.1 tolerances

II. SCOPE OF WORK

- Magnetic Particle testing of fillet and partial penetration groove welds per AWS D1.1, Section 6, Part D
- Ultrasonic testing of all full penetration welds (.5/16" or greater) per AWS D1.1, Section 6, Part F
- Metal deck placement welding, button punch, and tek screw inspection
- Steel Joist and joist girder field welding inspection per AWS D1.1
- Shear stud testing and inspection per AWS D1.1, Section 7
- Paint Inspection including thickness, surface preparation, and curing conditions

I. Sprayed-on Fireproofing

- Visual inspection of surfaces to which materials are to be applied and general application conditions per AWCI Technical Manual 12A
- Sampling and testing for thickness and density per AWCI Technical Manual 12A and ASTM E605
- Bond strength testing per ASTM E736

J. Intumescent Fireproofing (Spec 07 81 23)

- Visual inspection per AWCI Technical Manual 12B
- Thickness Testing with electronic tester per AWCI Technical Manual 12B
- Review surfaces to which surfaces are to be applied to confirm that the substrate is clean and acceptable for the application of intumescent fireproofing.

K. Through-wall Fire Stopping and Smoke Seal (Spec 07 84 00)

- Visual inspection and periodically perform destructive testing to confirm thickness of fire stopping and backing materials at random locations,
- Verify that materials were installed in accordance with the project specifications, UL Design
- Examine penetration fire stopping in accordance with ASTM E2174 and ASTM E2393
- Specifications, and ASTM Standard E814, including but not limited to verification that materials are at least the required thickness and properly installed.
- Verify that the firestop was installed to tolerances in accordance with industry standards around sleeves, cables/ conduits, pipes, ducts, and other components requiring fire stop installation.
- Confirm that the materials utilized on site are periodically reviewed to ensure that the materials are within the expiration date specified by the manufacturer.

L. Aluminum Framed Entrances and Storefronts, and Glazed Aluminum Curtain Walls (Spec 08 01 46)

- Window water and air infiltration tests according to AAMA 501.2

M. Synthetic Playfields/Sports Fields (Spec 32 18 15; 32 18 14)

- Drainage/permeability of aggregate base
- Compaction fill testing and reporting
- Impact/Shock absorption (G-Max) testing and reporting

N. Playground surfacing (Spec 32 18 16)

- Impact (G-Max) testing and reporting - ASTM 1292

MINIMUM QUALIFICATIONS FOR INSPECTORS

A. Concrete Construction (Pre-stressed and Reinforced)

Pre-stressed

- Current ICC Pre-stressed Concrete Special Inspector Certification.
- Current Post Tension Institute Level II Inspector Certification w/ ICC Reinforced Concrete Special Inspector Certification

Reinforced

- Current certification in Reinforced Concrete Special Inspection by ICC (see note below)
- P.E. and a minimum one year of direct experience in reinforced concrete construction.

II. SCOPE OF WORK

- Bachelor's degree in Civil or Structural Engineering from an accredited institution and a minimum two years of experience. Applicant must be qualified under Section 6.2 within 12 months of accreditation.
- ACI Concrete Construction Inspector and a minimum one year of experience.
(NOTE Passing the ICC exam on reinforced concrete special inspection or having (he reinforced concrete associate certification will not be considered without meeting the education/work experience requirements by ACI and ICC).

B. Non-destructive Testing (NDT)

- Current American Society for Nondestructive Testing (ASNT) Level II as determined by Level III Examiner and a minimum one year of direct testing experience. (Laboratory must have ASNT NDT Level III in applicable methods used that can be available in person for meetings on site for Technical advice).
- Personnel qualified in accordance with nationally-recognized NDT personnel qualifications practice or standard, such as ANSI/ASNT-CP-189 or SNT-TC-IA.

C. Pier and Pile Foundations

- Current ICC Reinforced Concrete Special Inspector Certification with Pier and Pile experience.
- P.E. and a minimum one year of experience.
- NICET III or IV (geotechnical/construction or construction material testing/soils) and a minimum five years of experience.
- NICET CT Certified Engineering Technologist and a minimum five years of experience.

D. Post Installed Structural Anchors in Concrete

- Current ICC Reinforced Concrete Special Inspector with a training certificate from one of the major producers
- P.E. and a minimum one year of experience in the activity being inspected with a training certificate from one of the major producers
- Bachelor's degree In Civil or Structural Engineering from an accredited institution and a minimum two years of experience in the activity being inspected with a training certificate from one of the major producers.
- ACI Post Installed Anchor Special Inspector

E. Soils

- NICET II, III, IV or CT (geotechnical/construction or construction material testing/soils) and a minimum two years of experience.
- ICC Soils Special Inspector with a minimum three years of documented experience directly related to soils testing and inspection under a licensed P.E.
- Bachelor's degree in Civil or Structural Engineering/Geologist from an accredited institution and a minimum two years of experience directly related to soils testing and inspection under a licensed P.E.
- P.E. in geotechnical engineering or equivalent P.E.

F. Sprayed Fire-Resistant Materials

- Current ICC Spray-Applied Fireproofing Special Inspector.
- P.E. and a minimum one year of experience in fireproofing applications.

G. Steel (Bolting and Welding)

Bolting

- Current ICC Bolting Special Inspector Certification or AWS Structural Bolting Inspector Endorsement in structural steel and bolting and a minimum one year of experience.

Welding

- AWS Certified Welding Inspector (CWI).
- Current ICC Structural Welding Special Inspector Certification and a minimum one year of

II. SCOPE OF WORK

experience.

H. Structural Masonry Construction

- Current ICC Structural Masonry Special Inspector Certification and a minimum one year of experience.
- P.E. and a minimum one year of relevant experience.
- Bachelor's degree in Civil or Structural Engineering from an accredited institution and a minimum two years of experience.

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III. SUBMITTAL REQUIREMENTS

RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED IF THERE IS NOT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION. The Board reserves the right to accept or reject any or all Responses or any part thereof, to extend the time for submission of Responses, to negotiate with any or all Respondents, and to award pre-qualification status to the Respondent(s) whose initial Response is most advantageous to the Board, without further discussion or negotiation.

1. **FORMAT OF RESPONSE.** The submitted Response shall contain sufficient detail to enable the Board to evaluate it according to the criteria outlined in Section IV: Evaluation Criteria and Basis of Award. The Board may, but is not required to, request additional information or oral presentations from Respondents. Therefore, the submitted Response should represent the best terms by which Respondent would be able to provide the Services. All documents submitted must be provided in a PDF version and, whenever possible, in their original native version (Word, Excel, etc.).

2. **CONTENTS OF RESPONSE. EACH RESPONSE SHALL INCLUDE AT LEAST THE FOLLOWING MATERIALS:**

A. **Cover Letter.** The cover letter shall be signed by an authorized representative of the organization(s) proposing to provide the Services. The cover letter must contain a commitment to provide the Services described herein and a written commitment to enter into a written contract with the Board for the Services. The letter shall indicate that the Respondent's submittal is firm for a period of at least one hundred eighty (180) days. The letter shall also include a brief narrative description of the organization and its service offerings and identify the contact person(s) for contract negotiations, administration and for arranging an oral presentation.

B. **Executive Summary (2-page limit).** The Executive Summary shall be limited to a brief narrative highlighting the organization's Response. The Summary must identify the primary Respondent including contact name, address, phone number and email address. Any subcontractors or partners must also be identified.

C. **Cost Proposal (Attachment F).** The Cost Proposal must be filled out in its entirety and returned with this RFQ package. The Cost Proposal must contain complete details on the pricing structure and must be valid for a minimum of six (6) months from the submission date. Respondents are expected to thoroughly examine and read the entire RFQ. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting additional compensation after the award of a contract.

While the Board recognizes that Proposers provide costs in varying formats, compliance with the attached Cost Proposal is required to facilitate equitable comparisons. If your firm has specific, unique and/or innovative ideas to implement the Scope of Work described in this RFP that are outside the parameters defined on the Cost Proposal, please complete the Cost Proposal form and provide your firm's recommendations on a separate sheet.

D. **Respondent's Execution Page.** Respondent's Execution Page must be appropriately completed.

E. **References.** A minimum of three (3) non-Board references from projects of similar scope and magnitude to those described in this RFQ for which Respondent is currently providing services or has provided them in the recent past. Valid telephone numbers and email addresses of individuals at each of the references must be provided. The Board reserves the right to contact these references.

F. **Financial Statements.** Copies of audited financial statements (or tax returns signed by the preparer, only if audited financial statements are not available) for the three (3) previous fiscal years

III. SUBMITTAL REQUIREMENTS

and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Respondent(s).

G. **Qualifications of Respondent.** Respondent shall describe its experience in providing the Services requested in the RFQ. Respondent shall outline the number of years the company has been in business and provide an overview of the experience and background of the company and its committed key personnel. Respondent shall also identify the legal name of the company, any assumed name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), the names of its principals or partners, and confirmation that Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a joint venture, partnership, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent is a not-for-profit and/or or community service provider, then Respondent should detail its experience and longevity as a service organization. In the event that all or part of the Services will be supplied by subcontractors, Respondent shall provide similar information regarding each proposed subcontractor.

H. **Insurance Requirements (Attachment E).** Evidence of current insurance coverage must be submitted. If Respondent's current coverage does not meet the requirements stated in this RFQ, Respondent shall include in its Response a commitment to acquire the required insurance coverage should it be awarded a contract for these Services.

I. **Work History with Board.** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific services delivered to the Board.

J. **Work History with Outside Agencies/Corporations.** List and briefly describe any past work history with other agencies and corporations that reflect similar work that is being requested through this RFQ.

K. **Qualifications of Assigned Personnel.** Indicate the number of full-time personnel employed by your organization and the percent available to work on the Services if the contract is awarded to Respondent. Identify who will have the primary responsibility for each Service. For each of the individuals listed, please submit their resumes and indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role). Relevant professional certifications are a requirement and must be verified to be a qualified Respondent.

L. **Licenses.** Submit copies of Respondent's City of Chicago and State of Illinois licenses and all other licenses relevant to the performance of the contract.

M. **Joint Ventures.** A copy of the executed joint venture agreement, if applicable, must be submitted.

N. **MBE/WBE Compliance Documents (Attachment D).** M/WBE Compliance Affidavit Plan. As a Submittal Requirement, Respondents must acknowledge that they are familiar with the requirements of the Board's "Remedial Program for Minority and Women-Owned Business Enterprise Participation in Construction Projects" ("Remedial Policy") by executing Form 100 and Form 104 attached in Attachment C. If the Respondent is a Minority-Owned or Woman-Owned company, a governmental certification letter must be submitted. Once Pre-Qualified, for the pre-qualification period and the term of the master agreement, including any renewal terms, Respondent shall adhere to the applicable M/WBE requirements as set forth in the Remedial Plan at the time of a project award. Once pre-qualified, the

III. SUBMITTAL REQUIREMENTS

goals for this Agreement are 30% MBE and 7% WBE. Once awarded a project, there will be additional documents that must be submitted with the required copies of your Response. Proposed MBEs and WBEs must be identified through the submission of the Forms 100, 101, 102 (if applicable), 103A, 103B (if applicable), 104 and 106 (if applicable). Once identified, if any substitution of any MBE and/or WBE organization must occur, it must be approved by the Office of Business Diversity. Please note that the Chicago Public Schools gives credit to M/WBEs that are certified with any governmental agency. For the term of the Contract, including any renewal terms, Respondent shall adhere to the minimum goals established by the Board Office of Business Diversity and shall adhere to all other applicable MBE/WBE requirements as set forth in the program.

O. **Contractor's Disclosure Form (Attachment A)**. The Contractor's Disclosure Form must be filled out through the link provided on Attachment A. Bidder represents that the agent submitting the electronic disclosure form is authorized to do so on behalf of Bidder and is licensed as may be required by state law, in the event of e-notarization.

P. **W-9 Form Request for Taxpayer Identification Number and Certification (Attachment C)**. The W-9 Form must be completed, signed and submitted with the Response.

Q. **Legal & Contract Compliance Disclosure**. List, and briefly describe, any and all legal actions for the past three (3) years in which the Respondent has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action. Respondent must also list and briefly describe any and all instances in the past three (3) years where it has been issued a notice to cure, been held in default, or been found to have committed a material breach under its contract with another public entity.

R. **Oral Presentations**. The Respondent may be invited to present its business model and answer any questions that the Evaluation Committee may have.

S. **Interrogatories**. The Respondent may be invited to answer written interrogatories from the Evaluation Committee.

3. **COST OF PREPARING AND PRESENTING RESPONSES**. Respondent shall bear all costs incurred in the preparation and presentation of Responses, including any costs incurred for additional materials and presentations that may be supplied as part of the evaluation of Responses. Respondent shall not seek any reimbursement from the Board for any costs. Issuance of this RFQ does not commit the Board to pay any cost that may be incurred by Respondent during the RFQ process.

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IV. EVALUATION CRITERIA AND BASIS OF AWARD

All Respondents shall be accorded fair and equal treatment with respect to the RFQ process. Discussions may be conducted with Respondents who submit Responses determined to have a reasonable possibility of being pre-qualified by the Board. In conducting any discussions, there shall be no disclosure of any information derived from Responses submitted by other Respondents.

1. SELECTION PROCESS.

A. **Evaluation Committee.** An Evaluation Committee will include representatives from the Department of Procurement, the user group defined in the Scope of work, and representatives from other Board Departments as needed. The Evaluation Committee will review Responses, in accordance with the evaluation criteria set forth below. The Evaluation Committee will submit its recommendation to the Chief Procurement Officer for review and concurrence and will request that the Chief Procurement Officer recommend to the Board that the Respondent(s) meeting the Board's criteria be awarded pre-qualification status. At the discretion of the Board, a short-list may be established to make oral presentations prior to final selection.

B. **Competency of Respondent.** No pre-qualification status will be awarded to any person, firm or corporation that: is in arrears or is in default with the Board, the City of Chicago, the other sister agencies within the City, the State of Illinois and the County of Cook upon any debt or contract; is a defaulter upon any obligation to the Board; or has failed to perform faithfully on any previous contract with the Board.

C. **Consideration of Responses.** The Chief Procurement Officer shall represent the Board in all matters pertaining to this RFQ. The Chief Procurement Officer reserves the right to require additional information, to reject any response, to disregard any informality in the responses, and to negotiate pricing and other terms and conditions with one or more Respondents when, in his/her opinion, the best interest of the Board will be served by such action. The Board is not required to hear a presentation from any Respondent and reserves the right to award pre-qualification status based on the initial Response submitted without providing any firm an opportunity for oral presentations or negotiations.

2. EVALUATION CRITERIA.

Respondent shall be evaluated on the following criteria (not necessarily listed in order of priority):

- A. Submission of all materials required as identified in the Submittal Requirements Section.
- B. The professional qualifications and experience of the Respondent necessary to provide the Services as outlined herein.
- C. The past performance of the Respondent on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Respondent's record of past performance.
- D. The evaluation of the MBE/WBE Compliance Documents will be based on the quality of proposed MBE/WBE participation as demonstrated by the level, relevance, and quality of participation by M/WBEs. It should be noted that failure to submit a complete and comprehensive MBE/WBE Compliance Plan demonstrating compliance may cause Respondent to be deemed non-responsive and Respondent may be disqualified.

IV. EVALUATION CRITERIA AND BASIS OF AWARD

- E. The quality, completeness, accuracy, and economic feasibility of the Cost Proposal (**Attachment F**).
- F. The quality of the responses received from the three (3) references.
- G. Longevity of business organization and financial stability of Respondent.
- H. Available staffing of adequate and qualified personnel to provide required Services.
- I. Legal Actions which may affect the qualifications of the Respondent and/or its delivery and performance of the Services required under this RFQ.
- J. Licenses to do business in the City of Chicago and/or the State of Illinois, as applicable, and all other licenses and certifications as may be necessary to provide the Services as identified herein.
- K. Compliance with the Insurance Requirements cited herein (**Attachment E**).
- L. Respondent's acceptance of the CPS Contract Terms, including any service level terms if applicable and attached to this RFQ.
- M. The quality of the responses to the Interrogatories (if requested by the Board).
- N. Quality of the oral presentation (if requested by the Board).

3. **BASIS OF AWARD.**

Pre-qualification status will be awarded to those Respondent(s) who meet the Board's Evaluation Criteria set forth herein, and which is in the best interests of the Board.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

V. RESPONDENT'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 24-810 containing a full set of documents, including: 1) General Invitation and Instructions; 2) Scope of Work; 3) Submittal Requirements; 4) Evaluation Criteria and Basis of Award; 5) Respondent's Execution Page; 6) Attachments A, B, C, D, E, F, and G; and 7) Addenda Nos. _____ (none unless indicated here). Respondent is responsible for reading and understanding all sections of this RFQ and affirms that Respondent shall be bound by all of the terms and conditions contained in this RFQ.

Further, the undersigned being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Respondent and its officers and employees have not entered into any agreement with any other Respondent or prospective Respondent or with any other person, organization or corporation relating to any prices or other terms named in this RFQ or any other RFQ, nor has it entered into any agreement or arrangement under which a person, organization or corporation is to refrain from responding to this RFQ.

FREEDOM OF INFORMATION ACT NOTICE

The undersigned understands, by signing this document, that all documents submitted to the Board of Education of the City of Chicago ("Board") are a matter of public record and are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1-11 ("**FOIA**"). Additionally, documents generated by a CPS vendor are potentially public record. Records possessed by a vendor with whom CPS has contracted to perform a governmental function and that directly relates to the governmental function are considered public records under FOIA. Respondent acknowledges that if the Board receives a FOIA request, Respondent shall cooperate with CPS in fulfilling that request in accordance with applicable law. Respondent is put on notice that if the Board receives a FOIA for your Response, the Board must release those documents to the requester. However, the Board will consider redacting any portion of your Response, if the redacted version is attached under separate cover and designated: Trade secrets and commercial or financial information where the trade secrets or information are proprietary or where disclosure may cause competitive harm. (5 ILCS 140/7(1)(g)). Any portion of the Response designated as trade secrets or proprietary information which does not fall directly within this FOIA exemption will be subject to release by the Board pursuant to FOIA. The Board will not honor Respondent's request to mark the entire Response or substantial parts of the Response as confidential. In such cases, the entire Response will be subject to disclosure under FOIA. Respondent agrees to indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the Response designated as trade secrets or proprietary information.

RESPONDENT'S NAME: _____ ADDRESS: _____

BY: _____ CITY/STATE: _____
(Signature)

NAME: _____ TELEPHONE: _____
(Printed)

TITLE: _____ Subscribed and Sworn to before me
this ____ day of _____, 2026

ATTEST BY: _____
(Signature) _____
Notary Public Signature

NAME: _____
(Printed)

TITLE: _____

Corporate Seal (requested not required)

ATTACHMENT A
CONTRACTOR'S DISCLOSURE FORM

This section must be completed through the following link

https://supplier.cps.edu/OA_HTML/jsp/pos/suppreg/SupplierRegister.jsp?oid=5C82DBCBF1AAFF5

Troubleshooting and instructions are available at the following link:

<https://docs.google.com/document/d/1nwJz08c1K9vJdTo0wX0nk0WdCZKMliLIPeEz0Au0Kio/edit?tab=t.0>

Note that submission of the Contractor's Disclosure Form is only part of your proposal. You must complete all submittal requirements in this RFQ to be considered for award.

ATTACHMENT B
CPS CONTRACT TERMS

Respondent agrees that, if approved as a vendor for the scope of work described in this RFQ, Respondent will enter into a written master agreement with the Board (the "**Agreement**"). In the event Respondent fails to enter into such an Agreement with the Board, Respondent's pre-qualification status and related contract award will be revoked by the Board. The Agreement will contain, among other things, the terms and conditions contained in this Attachment, as well as ITS Special Conditions and Service Level terms as applicable, as may be modified and such other terms deemed necessary by the Board's General Counsel.

The Board reserves the right to revoke its approval for pre-qualification status and award of the Agreement for any reason including, but not limited to, the submission by Respondent of contract terms which, in the Board's sole opinion, are substantially different from the CPS contract Terms in this RFQ. **Note that for pre-qualified service and/or product pools, uniformity of terms is critical and therefore exceptions to these terms are not permitted in Respondent's submission. Respondent shall sign the CPS Contract Terms without negotiation or revision.**

Respondent shall not commence any delivery of work and the Board shall not be liable for any costs incurred by Respondent without an Agreement executed by the Board. The successful Respondent is understood to be the "Vendor" described in the terms and conditions set forth below.

This Attachment provided for information only; execution of a contract is not required at the time a Response is submitted.

I. GENERAL TERMS & CONDITIONS

1. **Term of the Agreement.** This Agreement will commence on November 1, 2026 and end on February 28, 2029 (the "**Term**") [**DATES SUBJECT TO CHANGE BASED ON AWARD TIMING**], and after which the Board may elect to renew the Agreement for two (2) periods of two (2) years each (the "**Renewal Term**"). The exercise of any Renewal Term shall be evidenced by a written renewal agreement signed by both Parties. The Board may elect for any reason, with or without cause, to not renew the Agreement.
2. **Scope of Work.** Vendor shall provide and deliver in full to the Board the work described in this Agreement, including any scope of work, statement of work, or amendments.
 - 2.1. The "**Scope of Work**" is defined as the goods or services that are to be provided to the Board under this Agreement and as more fully developed in Exhibit ____, which is attached and incorporated into this Agreement. From time to time, the Board may, at its discretion, modify or supplement the Scope of Work by means of an "Amendment" or "Statement of Work."
 - 2.2. **Change Management Process.** From time to time during any term of this Agreement, the Parties may clarify or manage the Scope of Work by executing a "Statement of Work."
 - 2.2.1. A "**Statement of Work**" (or "**SOW**") is a document that is executed by the Board's "Authorized Representatives" for the purpose of managing the project that is the subject of the Agreement, with each document being numbered sequentially in order of execution. Each SOW shall be subject to the terms of the Agreement.

For illustrative purposes only, a SOW might include, further description of the goods or services to be provided, further delineation of the roles and responsibilities of the Parties, timelines for delivering the Scope of Working, deliverables, and any other similar terms necessary to manage workflow and

ATTACHMENT B
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processes. A SOW may not be used to effect a "Material Revision" to the Agreement. A "Material Revision" shall be effective only if done by way of an Amendment.

2.2.2. An "**Authorized Representative**" means that individual authorized by the Agreement to act on behalf of each "Party." If the Agreement is governed by a Board Report or PRDA, the Authorized Representative of the Board shall be the officer authorized to execute Ancillary Documents.

2.2.3. A "**Material Revision**" is defined to include a change to the Agreement, including but not limited to (i) increasing the unit cost of the Scope of Work; (ii) substantially expanding the Scope of Work beyond that approved under the Agreement; (iii) extending the time of performance of the Scope of Work beyond the time period approved under the Agreement; (iv) modification of the legal terms and conditions of this Agreement such that the legal standing, risks, and/or liabilities of the parties are impacted.

2.2.4. An "**Amendment**" means a written document that modifies a material or essential term of the Agreement and that is approved by the Board, its General Counsel, and executed by each "Party" to the Agreement.

2.3. Work Interruption. In the event of any strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful activity that disrupts Vendor's performance under the Agreement, Vendor shall immediately ensure continued and uninterrupted performance of work in accordance with the terms of the Agreement, or as the Board may otherwise direct. In the event of threatened or actual work interruption, the Board may, at its discretion, direct Vendor to use any of the following methods to prevent interruptions: 1) use of Vendor's non-union employees or an alternative courier to deliver goods and services; 2) delivery of any goods or services to any alternative sites; 3) use of Board employees as the Board might direct at its sole discretion; or 4) any other alternative means to prevent disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements to prevent work disruption. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.

2.4. Preparation for Delivering the Scope of Work. Upon commencement of the Agreement, Vendor shall familiarize itself with the workings, operations and processes of the specific CPS department that will receive the work to ensure Vendor delivers the Scope of Work consistent with the department's infrastructure, operating systems and expectations. Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.

2.5. Charter School Participation. Any Board eligible charter school is entitled to purchase at their own costs any work that is the subject of this Agreement on similar terms and conditions. If the charter school is authorized by its governing bodies to make the purchases, the school shall issue its own purchase order(s) to Vendor. The Board assumes no responsibility, obligation or liability of any nature or manner stemming from such purchases.

3. Compensation; Purchase Orders; Billing and Payment Procedures.

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- 3.1. Compensation; Maximum Compensation Amount. Compensation for any work to be done under the Agreement, including any portion of the Scope of Work, shall be payable subject to the Pricing Exhibit, which is attached and incorporated as Exhibit _____. The Pricing Exhibit reflects the prices the Parties have mutually agreed to and are not subject to change during the Term, including, if applicable, any Renewal Term, unless such change is authorized by the Board. The Board shall under no circumstances be liable for any costs not expressly specified in the Agreement, including reimbursable expenses.

The maximum compensation payable to all Vendors in the Pool for Services during the Term shall not exceed the amount contained on the Board Report cited on the signature page of the Agreement (the "**Maximum Compensation Amount**"), as may be amended. Under no circumstances shall the Board be liable during the Term for any amount that exceeds the Maximum Compensation Amount.

The "**Board Report**," if specifically cited on the main signature page of this Agreement, shall mean that document having its own unique identifier that reports the official action taken at a meeting of the Board wherein the Board authorized entering into this Agreement and set out certain mandatory terms to govern the Agreement, including but not limited to the maximum compensation amount for which the Agreement shall not exceed.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment.

Compensation shall be based only on those goods and services that are delivered and are in compliance with the terms of this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for goods and services not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board. Any refund owed to the Board under this Section shall be reimbursed no later than thirty (30) days after being notified by the Board of the overage.

- 3.2. Purchase Orders. All purchases made under this Agreement must be done through a Purchase Order. The Board is not liable, monetarily or otherwise, for any purchase made without a Purchase Order. For the purposes of this Agreement, "**Purchase Order**" (or "**PO**") means that form issued by the Board for the purchase of goods or services, that has a unique identification number, and its own terms and conditions, which terms and conditions shall supplement but not be applied to be inconsistent with this Agreement.

- 3.3. Billing and Payment Procedures. All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include the Vendor's name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of any part of the Scope of Work that was delivered

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CPS CONTRACT TERMS

- Date any part of the Scope of Work were provided and delivered to CPS
- Detailed pricing information for the goods or services, such as quantities, unit prices, discount, or final net amount due.

Invoices shall be submitted in accordance with the Pricing Exhibit and must reflect all services rendered or goods delivered as of the date of the invoice. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq.*]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify any goods or services to be provided under the Agreement.

- 3.4. Subcontractor Payments.** Vendor must compensate its subcontractors within 15 days after receiving payment from the Board, if the subcontractor has satisfactorily provided services to the Vendor in furtherance of this Agreement and it has furnished all reasonable information requested by Vendor to process the payment. Vendor shall not withhold payment properly owed to any subcontractor in retaliation for a subcontractor exercising its legal or contractual rights. Vendor shall only withhold payment if it has a legally justifiable basis for withholding the payment.

If the Board receives notice that Vendor has neglected or refused to compensate in full its subcontractors, workmen, or employees for services they have rendered to Vendor in Vendor's performance of the Agreement, the Board may refuse to direct further work, purchase orders, or payments until Vendor has satisfactorily resolved its disputes in full.

Vendor shall have ten (10) days to resolve any payment dispute with its subcontractors, workmen or employees after Vendor is notified by the subcontractor, workmen or employee, or after receiving written notice from the Board. If Vendor fails to resolve the dispute within that time, the Board may, in addition to the other recourse stated in this Section, direct payments owed to Vendor be first paid to the subcontractors, workmen or employees or that any bond or surety be used to satisfy these obligations. Vendor shall remain subject to and liable for satisfying the Agreement's full surety and bonding requirements, and the Board's use of the surety and bonding to satisfy Vendor's liability to its subcontractors, workmen or employee does not waive these requirements.

- 4. Standards of Performance.** The Chief Procurement Officer (CPO) shall determine whether the work required under the Agreement has been performed satisfactorily. Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the CPO. Vendor shall retain and utilize, as required by law or by the Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of goods and/or Services or payment for the same by the Board does not relieve Vendor of its responsibility for the professional skill, care,

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and technical accuracy of its Services. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all goods and Services, including any other deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. Personnel.

- 5.1. Adequate Staffing.** The Board has retained Vendor because of Vendor's expertise and that of its employees, agents, volunteers, subcontractors, or anyone authorized to act on behalf of Vendor (collectively referred to as "**Staff**"). Vendor must assign and maintain during the Term of the Agreement and any renewal of it, adequate and competent Staff that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any of Vendor's Staff is not performing in accordance with the performance standards or other requirements of the Agreement, or whose conduct is contrary to Board Rules and Policies, the Board shall have the right to direct the Vendor to remove that Person from performing any work under this Agreement.
- 5.2. Screening and Monitoring of Staff.** The use of any third-party contractor is subject to the terms and conditions of this Agreement, including screening and monitoring the Staff of such third-party contractors. Vendor shall submit the Staff screening and monitoring process of the third-party contractor for Board approval. The Board is not liable for any goods or services rendered by any third-party, including subcontractors, that were not previously approved by the Board or its designated representative, unless adopted at the sole and absolute discretion of the Board (or the authorized Board Staff) and shall be made in writing and executed by the Parties, and, if applicable, the subcontractor.
- 5.3. No Authority to Act on Board's Behalf.** Vendor acknowledges that it is not an Authorized Representative of CPS or the Board. Vendor also acknowledges that all authorizations and approvals from CPS for the Scope of Work are subject to all requirements of this Agreement and must be made only by authorized Staff of CPS.
- 5.4. Removal and Reassignment.** Vendor agrees to remove any Staff from performing any work under the Agreement if the Board, in its sole discretion, believes that such individual is not meeting the Board's performance expectations or is endangering the safety or welfare of any CPS Staff or student. Vendor further agrees to bear any costs associated with the removal of such Staff. Vendor shall have a transition plan for all critical Staff on this account. In the event of removal, reassignment or departure, Vendor will provide transitional coverage of any critical Staff within five (5) business days and will have new Staff fully in place within sixty (60) days of the request for removal being made.

6.

- 7. Non-Appropriation.** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under the Agreement, the Board shall notify Vendor and the Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for goods or services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under the Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under the Agreement. Vendor's sole recourse is for payment of work it has performed under an appropriated basis or budget, and waives all claims against the Board and its Staff for work that was not the subject of a proper appropriation or budget.

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8. Termination; Suspension; Events of Default.

8.1. Early Termination. The Board may terminate the Agreement in whole or in part, without cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received, or the date stated in the notice, whichever is later. After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Agreement.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

8.2. Suspension of Services. The Board upon written notice may direct Vendor to suspend delivery of Services in whole or part. Vendor shall promptly resume delivery and performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor.

8.3. Events of Default. Events of default ("**Events of Default**") include, but are not limited to, the following:

- A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
- B. Any material misrepresentation by Vendor in the inducement or the performance of the Agreement.
- C. Failure of Vendor to perform any of its obligations under the Agreement, including, but not limited to, the following:
 - i. Failure to perform any portion of the Services in the manner specified in the Agreement.
 - ii. Failure to maintain sufficient personnel and equipment or sufficient material to ensure the timely performance of the Services.
 - iii. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory.
 - iv. Discontinuance of the contracted goods and/or Services, including failure to procure goods comparable in nature, quality and use, should the contracted for goods be discontinued at no additional cost to the Board.
 - v. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of Default.
 - vi. Failure to meet MBE/WBE project participation goals.
- D. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board.
- E. Where Services include contact with CPS students, any failure to comply with the

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background check requirements, in whole or in part.

- F. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.
- G. Failure to submit invoices within 30 days of completion of work or submission of invoices that do not accurately reflect the goods or services delivered as of the date of invoice.

- 8.4. Remedies.** The Board, in its sole discretion, may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default. The CPO may, but is not required to give Vendor an opportunity to cure the default within a certain period of time ("**Cure Period**"). The CPO shall give Vendor written notice of a default, informing the Vendor of their obligation to cure the default within a prescribed time ("**Cure Notice**") or, if no opportunity to cure is granted, a default notice ("**Default Notice**").

If after receiving a Cure Notice, Vendor fails to cure the default within the Cure Period, the CPO may issue a written Default Notice. A written Default Notice shall be final and effective termination of the Agreement, effective on Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services, unless otherwise specifically directed in the notice, and Vendor must deliver to the Board all materials prepared or created in the performance of the Agreement, whether completed or in-process within the time period identified by the Board.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- A. Assume the duties as defined in the Agreement, either directly or through others, as agent for and at the cost of Vendor. In such event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under the Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- B. Terminate the Agreement, in whole or in part, as to any or all Services yet to be performed, effective at a time specified by the Board.
- C. Suspend the performance of Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- D. Seek specific performance, an injunction or any other appropriate equitable remedy.
- E. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- F. Money damages.
- G. Withhold all or part of Vendor's compensation under the Agreement that are due or future payments that may become due under the Agreement.
- H. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended from time to time.

The Board, at its sole and exclusive discretion, may elect not to declare Vendor in default

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or to terminate the Agreement. If the Board permits Vendor to continue to provide the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under the Agreement nor shall the Board waive or relinquish any of its rights under the Agreement, at law, in equity or by statute. The Board shall not be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future. The CPO may terminate the Agreement by issuing a subsequent Default Notice.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default.

If the Board's election to terminate the Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, the termination shall be considered an early termination pursuant to the Early Termination Section above.

- 8.5. Transition; Turnover of Documents and Records.** Upon expiration or termination of the Agreement for any reason, Vendor shall cooperate in good faith with the transition to a new vendor or alternative operation at the direction of the Board. The Board may request, at least thirty (30) days after the contract's effective date of termination or expiration, return of all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Agreement or the performance or furnishing of Services. Absent such a request, Vendor shall destroy all Confidential Information and data in accordance with the Agreement.

- 9. Assignment.** This Agreement shall be binding on the Parties and their respective successors and assigns, and neither Party may assign the Agreement without an Amendment to the Agreement.

10. Intellectual Property.

- 10.1. Intellectual Property Defined.** "**Intellectual Property**" shall mean all trademarks, copyrights, patents and other intellectual property rights in the materials used in the performance of Services under this Agreement.

- 10.2. Board's Intellectual Property.** Vendor agrees that all Confidential Information, as well as any Intellectual Property arising therefrom, shall at all times be and remain the property of the Board. The Board's Intellectual Property shall include any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's materials ("**Board Materials**"). Board Materials shall exclude any and all (i) third party Intellectual Property, and (ii) pre-existing Vendor Intellectual Property that is delivered to the Board as part of the Services. Any and all unfinished documents, reports, writings, procedural manuals, forms, source code, object code, charts, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("**Work Product**") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and

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interest in and to the Work Product in all media throughout the world in perpetuity and all Intellectual Property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Upon written agreement between the parties, Vendor may be licensed to use the Board's Intellectual Property for specifically defined uses and terms.

Unless otherwise specified in this Agreement, all of the foregoing items shall be delivered to the Board upon demand, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

- 10.3.** Vendor's Intellectual Property. All Intellectual Property owned by Vendor prior to, created independently of the Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.
- 10.4.** Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.
- 10.5.** Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.
- 11.** Representations and Warranties of Vendor. Vendor represents and warrants that the following shall be true and correct as of the effective date of the Agreement and shall continue to be true and correct during the Term of the Agreement and any Renewal Terms.
- 11.1.** Warranty of Services. Vendor represents and warrants that its work will be free of errors or defects. The warranties contained in this Section will continue for the duration of the Agreement. If Vendor becomes aware, whether through the Board or otherwise, of any non-performance, error or defect covered by the foregoing warranties, Vendor shall, at its own expense, promptly correct such non-performance, error or defect within, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables thereof will be additionally and automatically warranted therein.
- 11.2.** Warranty of Title. Vendor warrants title to all goods and services sold to the Board and warrants that all goods sold to the Board are free and clear from all liens, contracts, chattel mortgages, or other encumbrances; and that Vendor has the lawful right to dispose of and sell such good, and that Vendor shall warrant and defend the Board for all claims contesting proper title.
- 11.3.** Assignment of Warranties. Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under the Agreement to the Board.
- 11.4.** Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform

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Services required under the Agreement and shall perform any work under the Scope of Work for which a professional license is required by law and for which Vendor and its Staff are not appropriately licensed. Vendor agrees to provide copies of all licenses within seven (7) business days upon the Board's written request.

- 11.5. Technical Accuracy. The Scope of Work will be performed in strict accordance with the provisions and requirements of this Agreement.
- 11.6. Compliance with Laws. Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), the Student Online Personal Protection Act ("**SOPPA**"), the Children's Online Privacy Protection Act ("**COPPA**"), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.
- 11.7. Good Standing. Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Agreement.
- 11.8. Authorization. If Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Vendor.
- 11.9. Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Agreement.
- 11.10. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to the Agreement or as an inducement for award of the Agreement.
- 11.11. Freedom from Communicable Disease. Vendor shall require all persons assigned to perform any work under the Scope of Work to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.
- 11.12. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct as of the effective date of this Agreement. Vendor has an ongoing duty to promptly notify the Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- 11.13. Third Parties' Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or Intellectual Property right of any third party and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights

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required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

- 11.14.** Free of Computer Viruses. For the duration of the Agreement and to the extent Vendor and its Staff interfaces with the Board's technology system, Vendor shall have an ongoing duty to protect against the introduction of malicious code, malware, Trojan horses, ransomware, worms or other computer viruses. Vendor shall employ commercial best practice standards to ensure and protect the Board against such infections.
- 11.15.** Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:
- A. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33E).
 - B. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.
 - C. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

In performing any obligations of the Agreement, Vendor shall not utilize any organizations that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended.

- 11.16.** Prohibited Acts. Within the three (3) years prior to the effective date of the Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- 11.17.** Survival. All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Agreement. Nothing in the foregoing representations and warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.
- 12.** Background Check and Training Requirements. The Board shall have the unfettered right for any term of this Agreement to conduct or cause to be conducted background check s on any of Vendor's Staff who might be in contact with any CPS student during any term of the Agreement ("**Background Check**"). Vendor agrees that it will comply with any Background Check demands, requirements and processes established by the Board. Vendor further agrees to comply with any mandatory training demands, requirements, and processes established by the Board, including all pre-employment and/or on-going training requirements, for any of Vendor's Staff who might be in contact with any CPS student during any term of the Agreement. For the purpose of this Section of the Agreement, having contact with a CPS student includes but is not limited to, physical contact, contact facilitated through technology, electronic, digital, analog, other intermediary medium of communication, or through a third-party. Some current examples of how a Staff could come in contact with CPS students are through: text messages, live chats, emails,

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any other digital or online media, telephone, in person, or other similar means.

The Board from time to time during any term of the Agreement, may impose additional Background Check demands, requirements or processes by providing notice to Vendor. The Board shall be the final arbiter of whether any Background Check or mandatory training has been done to its satisfaction. It is a material breach of this Agreement for Vendor to permit its Staff to be in contact with CPS students without undergoing and successfully passing the Background Check or mandatory training required in this Section. Vendor shall bear all costs and expenses for all Background Checks and mandatory training required by the Board, including any performed by or at the direction of the Board. For the purposes of this section, "mandatory training" shall mean all pre-service, post-induction, and/or ongoing trainings, whether in person, virtual, or hybrid that may be assigned to Vendor Staff via the Board's online training platform or by other means. "Mandatory training" shall also include any individualized trainings assigned to any specific Vendor Staff member by the Chief Executive Officer, Chief Title IX Officer, or their designee, and must be completed according to the individualized training plan provided to the Vendor Staff. All Vendor's Staff who might be in contact with any CPS student during any term of the Agreement must complete mandatory trainings prior to having contact with CPS students or in accordance with the individualized training plan provided to the Vendor Staff. It shall be the responsibility of each Vendor to ensure that each member of Vendor's Staff complies with all mandatory training requirements.

Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check and assigned mandatory training in accordance with the following requirements:

- 12.1.** Do Not Hire Check. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to the Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation are prohibited from providing services under this Agreement.
- 12.2.** Criminal History Records Check. Vendor shall subject each Staff who may have contact with a CPS student criminal history Background Check. Vendor agrees to comply with the process established by the Board, including using the Board's contracted vendor for conducting such checks. Vendor shall subject each each Staff for the purpose to this Section to the following criminal history Background Check:
- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation.
 - B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry.
 - C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and is prohibited from having contact with any CPS student.

- 12.3.** Department of Children and Family Services Check. At Vendor's cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to the Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and

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the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and is prohibited from having contact with any CPS student.

- 12.4. Background Check Processes.** With respect to each Background Check, Vendor shall:
- A. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board.
 - B. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check.
 - C. Immediately notify the Board of any violation of any Background Check requirements, and remove and terminate access by any Staff who has not been subjected to any required Background Check.
- 12.5. Remedies and Liquidated Damages.** If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in the Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating the Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under the Agreement or by law or equity.

Liquidated damages shall be calculated as \$5,000.00 per occurrence for each time a Staff has contact with CPS students without being subjected to the required Background Check, and/or for each time Vendor fails to comply with the Board's mandatory training requirement(s).

- 13. Research Activities Prohibited.** Vendor represents and warrants that this Agreement does not authorize it or its Staff to conduct research for any purposes, nor to use for such purposes the Board's Confidential Information, including Student Data, de-identified data, anonymized data, or aggregated data. Vendor further acknowledges and agrees that it may not conduct research activities for any purposes without first complying with all the requirements of the Board's External Research Study and Data Policy, adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time.
- 14. Use of Board's Network; Acceptable Use Policies.** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), both as amended, during the Term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-P21), as may be amended.
- 15. Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor, and neither Vendor nor its Staff are entitled to receive employee benefits from the Board. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Vendor agrees that it and its Staff are prohibited from representing themselves as employees or agents of the Board and that at all times, they are at the direction and control of Vendor. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to social security number or federal employer identification number.

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16. **Indemnification.** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against any and all claims, demands, actions, suits, costs, proceedings, liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims arising out of or incident to the Agreement. The Vendor waives the right to deny the Board invocation of its indemnification rights under this Agreement.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by retained counsel pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses. The indemnities set forth herein shall survive the expiration or termination of the Agreement.

17. **Non-liability of Board Officials.** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture, or any subcontractors.
18. **Board Not Subject to Taxes.** The Board is exempt from both the federal excise tax and the State of Illinois sales tax under Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
19. **Audit and Records Retention.** Vendor shall permit and cooperate in good faith in any audits by the Board regarding Vendor's compliance with the Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution, delivery and costs of the Scope of Work and compliance with applicable MBE/WBE requirements. Failure of the Vendor to cooperate and comply with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. All records and data generated pursuant to the Agreement shall be subject to inspection and audit by the Board during the life of the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data).

Vendor shall maintain all records related to the Agreement for the life of the Agreement and

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through any Transition period. Specifically, a complete record of all communications between the Board's students and Vendor's employees, agents, and subcontractors, including but not limited to text messages, chat dialogue, email communications, and recorded voice communications, must be retained. Vendor must maintain system audits and audit logs, if applicable, for 365 days after the Agreement's termination or expiration. Notwithstanding the requirements concerning Intellectual Property, within thirty (30) calendar days of expiration or termination of the Agreement, Vendor must dispose of all Confidential Information and/or data. Vendor shall provide an affidavit attesting to destruction of all copies of the aforementioned Confidential Information and data in Vendor's possession. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed.

20. **Freedom of Information Act.** Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.
21. **MBE/WBE Program.** Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women- Owned Business Enterprise Participation in Goods and Services Contracts" ("**Remedial Plan**"), which is available on the Board's website at <https://policy.cps.edu/download.aspx?ID=153> and is incorporated as if fully set forth herein. Vendor agrees to adhere to the aspirational goals and to all other applicable MBE and WBE participation as set forth in the Remedial Plan. At the Board's request, Vendor and its Staff shall provide complete and thorough proof as the Board might request from time to time to demonstrate Vendor and its Staff are in compliance with the Remedial Plan. Vendor shall be responsible for ensuring its Staff respond to the Board's request for compliance, and for ensuring the Staff provides current, complete and accurate information.
22. **Right of Entry.** Vendor and any of its officers or Staff may be permitted to enter upon Board property in connection with performing the Scope of Work. Vendor shall provide advance notice to the Board, whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement.
23. **Non-Discrimination.** Neither Vendor nor its Staff shall in any way discriminate against any individual with respect to hiring and retention, compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. For all terms of this Agreement, Vendor shall be in compliance with the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws.

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24. **Wage Requirements.** In the performance of this Agreement, Vendor and its Staff must comply with the City of Chicago Minimum Wage Ordinance (01-24), as amended, available at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2639765; the Board's Minimum Wage Resolution (14-1217-RS2), available at https://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf; which adopts Chicago Mayoral Executive Order 2014-1, available at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf; and, any applicable regulations issued by the Board's CPO.

In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control. Vendor and its Staff shall also comply with the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq. If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Vendor must pay the prevailing wage.

25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
26. **Joint and Several Liability.** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.
27. **Survival.** On expiration or termination of this Agreement, the respective rights and obligations of the Parties shall survive to the extent necessary to carry out the intentions of the Parties under this Agreement, including but not limited to all express and implied warranties and indemnifications as provided elsewhere in this Agreement.
28. **Severability.** If a court having proper jurisdiction over the Parties and this Agreement shall determine that any portion of this Agreement is invalid or unenforceable, then that part shall be stricken, and the remainder of the Agreement shall remain in full force and effect.
29. **Counterparts and Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
30. **Entire Agreement.** The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect. Unless expressly provided in this Agreement, the Parties other dealings, including other agreements, are to be treated as separate and independent of this Agreement.
31. **Controlling Agreement.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the goods

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or services or any quote provided by Vendor. Even if a CPS Staff or Board user agrees to any agreement or license contained or referenced in the Scope of Work or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Agreement represent the entire agreement of the parties. No additional terms or conditions shall apply to the Board unless through an Amendment.

32. **Governing Law.** Without regard to application of any conflict of law provisions, the Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Agreement. Vendor agrees that the Board may affect service of process on Vendor based on the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
33. **Continuing Obligation to Perform.** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Agreement with a reservation of all rights and remedies it may have under or pursuant to the Agreement at law or in equity.
34. **Conflict of Interest.** The Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.
35. **Indebtedness.** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
36. **Ethics.** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Agreement as fully set forth herein.
37. **Inspector General.** Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. It shall be the duty of every contractor, subcontractor, agent or licensee of the Board, and every applicant for certification of eligibility for a Board contract or program, to cooperate with the inspector general in any inquiry undertaken related to the Agreement. Assurance of compliance with this requirement by the contractor's employees, agents or subcontractors shall be the responsibility of the contractor. Failure to cooperate as required may result in monetary and/or other penalties.
38. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
39. **Notices.** All notices required under this Agreement shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices shall be deemed received when (i) delivered personally, (ii) sent by email, (iii) delivered by certified or registered mail by return receipt through the United States

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Postal Services, or (iv) delivered by courier services specifying next day delivery with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago
Capital Planning and Construction
42 W. Madison Street
Chicago, Illinois 60602

With a copy to: Board of Education of City of Chicago
Attention: General Counsel
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1701

If to Vendor: [Vendor Name]
[Vendor Address]
[Vendor City], [Vendor State] [Vendor Zip]
Attention: [Vendor Point of Contact]
Email: [Vendor Email]

II. SPECIFIC TERMS & CONDITIONS

1. **Public Works.** Any construction contract with CPS involves the construction of a “public work,” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay all laborers, workers, and mechanics engaged in public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits), as determined by the county in which the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>, and these rates are periodically revised. Each contractor and subcontractor rendering services under this Agreement is responsible for regularly checking the Department’s website for any updates to the prevailing wage rates, for complying with all requirements of the Act, including but not limited to, all wage requirements (such as paying the current prevailing wage rate), and meeting all notice, record-keeping, and other duties under the Act.
2. **Key Personnel.** The Agreement may list individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying (“Key Personnel”). Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor’s reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. The Board shall have the right to direct Vendor to remove an individual from performing Services under the Agreement.
3. **Award of Project(s).** Vendor may be invited to bid on various projects for construction services in accordance with the terms and conditions of this Agreement. The Board will cause bid documents to be issued to Respondent for various projects. All award(s) for Projects will be made to the lowest, responsible bidder in accordance with the Board rules and any applicable guidelines then in effect. If Respondent is awarded a particular Project, the Board’s Procurement Department will issue a Purchase Order. The Board may, for sound business reasons, consider the Respondent to be non-responsible for some projects or consider the Respondent to be

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responsible for projects of limited size, type, location, or complexity. These reasons include, by way of example and not by way of limitation, the failure by Respondent on any projects awarded to it by the Board, to: (i) meet project schedules; (ii) employ competent employees or subcontractors to perform necessary work; (iii) pay employees, subcontractors or material supplier promptly; and (iv) otherwise demonstrate its ability to meet the demands of the projects in accordance with contractual requirements.

4. **Obligation to Obtain Certifications from Subcontractors.** Before making the first payment on any Project to any Subcontractor pursuant to a subcontract subject to the PLA, Vendor shall require that the Subcontractor provide a certification (signed and notarized within thirty (30) days after the date of that Subcontractor's first invoice submitted to Vendor) that it is not delinquent on wage payments, remittance of union dues or payments due to benefit or pension plans under any collective bargaining agreement with a labor organization that is a signatory to the PLA. Vendor shall submit that certification to the Board at the time of the first payment application that involves a request for payment to that Subcontractor, as set forth in the Pricing Exhibit to this Agreement.
5. **Performance Bond.** As a condition precedent for the execution of the Agreement with the Board, Vendor shall obtain a performance bond that is equal to at least twenty percent (20%) of the Agreement's value. The bond shall reference the Agreement and comply with the requirements of Illinois law regarding payment and performance bonds. The bond shall be in a form, and issued by a surety, acceptable to the Board and such surety shall be licensed as a surety by the State of Illinois. The bond shall be security for the faithful performance of the Services set forth in the Agreement and payment of all persons supplying labor, materials, equipment and services of any nature to Vendor in connection with the Agreement. The bond shall expire five (5) years from the effective date of the Agreement or such date as may be determined by the Board. The bond shall be furnished together with the current power of attorney for the person(s) signing on behalf of the surety, which power of attorney shall be sealed and certified with "first hand signature" by an officer of the surety. A facsimile signature shall not be accepted by the Board. The acknowledgment of the principal on the bond shall be notarized with his or her official title identified. The parties acknowledge and agree that the Board shall have no obligation to make any payments under the Agreement unless and until Vendor delivers a bond meeting the requirements set forth in this Section.
6. **Safety Issues.** Vendor shall notify the Board's Risk Management office of any safety concerns regarding the Services rendered under this Agreement. Vendor is primarily responsible to conduct the Services in a safe manner. Vendor shall assure that project budgets and schedules are met without compromising the health and safety of students and staff or the environmental integrity of Board Facilities.
7. **Free From Communicable Diseases.** Vendor shall ensure that all individuals performing Services on the Vendor's behalf in or for schools shall be free from communicable diseases, including tuberculosis, and administered a tuberculosis screening test if they have a documented positive tuberculosis screening test result or otherwise meet the requirements for tuberculosis screening as set forth in the Illinois Department of Public Health's rules (77 Ill. Adm. Code 696.140), prior to performing any such Services in or for schools, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health and the Board's Rules and policies.
8. **General Safety Guidelines.** Vendor will be solely responsible for safety in performing the Services. Vendor will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Vendor's Safety Manual.

ATTACHMENT B
CPS CONTRACT TERMS

- 8.1 Vendor, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this Contract. Vendor will make good any such damage, injury, or loss.
- 8.2 Vendor, both directly and indirectly through its subcontractors and in working with CPS' third party contractors, will take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.
- 8.3 Vendor will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Vendor, and its subcontractors, will cooperate with any other Vendor that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors will provide the Board with their Material Safety Data (MSD) Sheets, Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs. All food service personnel (both Vendor's and the Board's) shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas. The responsibility for implementation and enforcement of health and safety requirements lies with Vendor and its safety support staff.
- 8.4 In an emergency affecting the safety of life or adjoining property, Vendor, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- 8.5 Vendor will protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed.
- 8.6 If, in the opinion of the Board, the performance of the Services endangers adjoining property or persons, upon written notice from the Board to the Vendor, the Services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. Vendor acknowledges and agrees that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
- 8.7 Vendor will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that Vendor, or any of Vendor's supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to ensure that all subcontractors performing Services maintain and implement similar testing policies, Vendor will require a similar written policy in each subcontract. If the results of any such test are positive, Vendor will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

9. Hazardous Materials; Environmental Aspects of the Work.

- 9.1 If in the course of performing Services, an environmental hazard is encountered requiring action, Vendor shall cooperate and coordinate its Services installation or other work

ATTACHMENT B
CPS CONTRACT TERMS

("Work") in all respects with that of Board's environmental consultants, perform its Work according to safe and approved protocols and procedures, and perform Work to prevent environmental contamination of any Board facility or other property. Vendor shall be responsible for all costs Board incurs for Vendor's failure to comply with such protocols and procedures, or for its failure to consult and protect the integrity of any prior environmental work; such costs may include without limitation any costs associated with cleaning any area contaminated by Vendor's (or its Subcontractors') failure to comply with these requirements.

9.2 If Vendor encounters material on a Board facility or other property reasonably believed to be "Hazardous Materials" (defined below) that has not been identified in the Scope of Work or rendered harmless, Vendor shall immediately stop work in the area affected and report the condition to the Board and Department of Facilities project manager ("Project Manager") in writing and comply with a Board-approved plan for identifying and handling the material. If no plan is in place, Vendor shall await and follow directions of the Project Manager. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless by written notification from Project Manager to Vendor. If reasonable precautions shall be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance encountered on the Board facility or other property by Vendor, Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Board and Project Manager in writing. The Board, through one or more environmental consultants, shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the materials or substance reported by Vendor and, if the material or substance is found to be present, to verify that it has been rendered harmless.

9.3 "Hazardous Materials" means, without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, mercury vapor lamps, lead-based paint, poly chlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, caustic cleaning substances or materials, pesticides and toxic or other hazardous substances or material, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. and regulations - 40 CFR Part 760); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq. and); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §1251, et seq.); the Rivers and Harbors Act (33 U.S.C. § 401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material.

10. Project Labor Agreement. "Project Labor Agreement" or "PLA" means that certain Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) with various trades regarding projects in excess of \$25,000.00, a copy of which is available on Board's website at <https://www.cps.edu/about/policies/administrative-hearings/collective-bargaining/> and by this is incorporated by reference and made a part of the Agreement this Contract as if fully set forth herein.

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CPS CONTRACT TERMS

The Board has entered into the PLA with various trades regarding operations and maintenance work and other projects awarded by Board, as is more fully set forth therein. Vendor acknowledges familiarity with the requirements of Board's PLA; its applicability to any operations and maintenance and other work as is more fully set forth therein, and shall comply with the PLA, in all respects.

11. **Compliance with Safety Laws and Regulations; Exposure Control Plan.** Vendor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Vendor and its subcontractors, shall cooperate with any other contractor that may be performing work at any Board facility or other property, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan, and other safety-related documents and programs.

III. DATA SECURITY & CONFIDENTIALITY TERMS

1. **Confidential Information.** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Such Confidential Information may include, but is not limited to: Student Data (hereinafter defined, if applicable), employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, financial information, access control and/or system logs, and business plans. It is understood and agreed that Confidential Information may also include proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) part of or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating this Agreement and any other agreements with the Board.
2. **Student Data.** "Student Data" means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
3. **De-Identified Data.** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.
4. **Student Generated Content.** The term "Student-Generated Content" means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.
5. **Use and Protection of Confidential Information.** Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose the

ATTACHMENT B
CPS CONTRACT TERMS

Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who must access the Confidential Information in order to perform the Services set forth in the Agreement. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board, except where required to deliver the Services under and in accordance with this Agreement. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information, and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”).

- 6. Handling of Confidential Information.** Vendor shall protect against the unauthorized access, use, or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect Vendor’s own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:
- A. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt. Vendor shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
 - B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.
 - C. Not leave Confidential Information in any medium unsecured and unattended at any time.
 - D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
 - E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
 - F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.

ATTACHMENT B
CPS CONTRACT TERMS

- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.
 - H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
 - I. Assure that its systems, Products and Services include at least the following safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design.
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - 3. Encrypt Confidential Information at rest and in transit.
 - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.
 - 5. Secure transmission of login credentials.
 - 6. Automatic password change routine.
 - 7. Trace user system access via a combination of system logs and Google Analytics.
 - 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 - 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
 - 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
 - 11. Prevention of hostile and unauthorized intrusion.
 - 12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.
 - J. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.
7. **Dissemination of Confidential Information.** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of the Agreement, Vendor shall immediately give notice to the Board through its General Counsel with the understanding that the Board shall have the opportunity to contest such disclosure prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency.

ATTACHMENT B
CPS CONTRACT TERMS

8. **Press Releases; Publicity.** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or the Board's Intellectual Property, including but not limited to the CPS logo or the logos of any schools, during the Agreement or after its termination or expiration, without the prior express written consent of the Board's Chief Communications Officer or designee. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or designee.
9. **Destruction of Confidential Information.** Vendor shall destroy all Confidential Information within thirty (30) calendar days of expiration or termination of the Agreement. Vendor shall provide an affidavit attesting to destruction of all copies in Vendor's possession. In the event that Vendor is permitted to retain certain Confidential Information, provided such permission is granted in writing by the Board, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.
10. **Unauthorized Access, Use or Disclosure of Confidential Information.** If Vendor has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, both suspected or confirmed ("**Data Security Incident**"), it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four hours from Vendor receiving notice of the Data Security Incident via electronic and certified mail to the Board's General Counsel, Chief Information Officer, and Chief Procurement Officer; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such Data Security Incident, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such Data Security Incident, including, providing notification to and offering remedies to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a Data Security Incident, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the Data Security Incident including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as directed by the Board.
11. **Additional Obligations Regarding Treatment of Student Data.** In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations when handling, receiving, storing, transmitting or otherwise accessing Student Data, if permitted by the Board:
 - 11.1. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Agreement, if applicable.
 - 11.2. **Student Data Collection.** Vendor shall not collect Student Data except as specifically permitted in this Agreement.
 - 11.3. **Marketing and Advertising.** Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.

ATTACHMENT B
CPS CONTRACT TERMS

- 11.4. Student Data Mining. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.
- 11.5. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the direction of the Board when Student Data is no longer needed for its specified purpose, if applicable.
- 11.6. Rights in and to Student Data. All rights, including all Intellectual Property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or Intellectual Property. Vendor does not have the right to sell or trade Student Data.
- 11.7. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data.
- 11.8. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.
12. **Operator Status; Continuing Obligation to Disclose.** As of the date of execution, Vendor has represented that it is not acting as an "Operator" as defined in SOPPA. Vendor must immediately notify CPS in the event it comes to engage in any activities implicating SOPPA Operator status as defined in 105 ILCS 85/5.
13. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the this Agreement and shall cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
14. **Data Security Manager.** Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available during normal business hours or outside normal business hours in the event of an emergency in resolving obligations associated with a Confidential Information-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.
15. **Injunctive Relief.** In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
16. **Survival.** The provisions of this Part III (Data Security & Confidentiality Terms) shall survive the termination or expiration of this Agreement.

ATTACHMENT B
CPS CONTRACT TERMS

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ATTACHMENT C
W-9 TAX FORM

This section must be downloaded as a separate document. The fillable PDF will be made available as an attachment.

SEE ATTACHMENT TO RFQ.

- W-9 must be on most recent IRS form (Rev. March 2024)
- Must be signed within 30 days of RFQ submission date
- Punctuation and spacing must match Secretary of State Certificate of Good Standing
- Example: If “**A.X.E. CHOPPERS, INC.**” is listed on Certificate of Good Standing, then:

Acceptable W-9s:

A.X.E. CHOPPERS, INC. or
A.X.E. Choppers, Inc. or
a.x.e. choppers, inc.

Unacceptable W-9s:

A.X.E. CHOPPERS
A.X.E. C H O P P E R S, INC.
AXE CHOPPERS, INC.
A.X.E. CHOPPERS INC.
A-X-E CHOPPERS, INC.
A X E CHOPPERS, INC.
A.X.E. CHOPPERS, INC
A.X.E. CHOPPERS, INCORPORATED
A.X.E. CHOPPERS, CO.
A X E CHOPPERS

ATTACHMENT D
MBE/WBE COMPLIANCE DOCUMENTS

SEE ATTACHMENT TO RFQ.

For more information regarding the MBE/WBE Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts, refer to the website below:

<https://policy.cps.edu/download.aspx?ID=153>

Please see extension: https://www.cpsboe.org/content/actions/2021_12/21-1215-RS1.pdf

This section must be downloaded as a separate document. The fillable PDF will be made available as an attachment

ATTACHMENT E
INSURANCE REQUIREMENTS

Vendor, at its own cost and expense, shall procure and maintain insurance covering all operations under the Agreement, whether performed by Vendor or by subcontractors, as specified below. Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for its subcontractors. All subcontractors are subject to the same insurance requirements as Vendor except Excess/Umbrella Liability or unless specified otherwise. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. The coverage requirements below are not specific to this Agreement scope, and instead are reflective of Vendor's business footprint across CPS at the time of Agreement execution. Vendor may address coverage requirements below by way of various policies, so long as all coverage areas are adequately addressed. The Board retains final authority with respect to all insurance-related decisions and maintains the right to modify, delete, alter or change these requirements upon written notice provided to Vendor by the Board's Office of Finance, Risk Management. The following coverage requirements are in accordance with the laws of the State of Illinois:

1. **Workers' Compensation Insurance.** Workers' Compensation or equivalent Employer's Liability Insurance shall cover employees, as defined by the Illinois Workers' Compensation Act 820 ILCS 305 *et seq.*, who are to provide Services under the Agreement with a minimum of One Million Dollars (\$1,000,000.00) per occurrence.
2. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent insurance shall cover eligible employees with a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: premises and all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.
3. **Automobile Liability Insurance.** Automobile Liability Insurance shall be required when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with a minimum of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
4. **Professional Liability.** Professional Liability Insurance covering all claims arising out of the performance or nonperformance (including errors and/or omissions) of professional services under this Agreement must be maintained with a minimum of Two Million Dollars (\$2,000,000.00) each claim. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services.
5. **Sexual Abuse & Molestation Insurance.** Shall not be excluded from Commercial General Liability Insurance.
6. **Umbrella/Excess Liability Insurance.** Excess/Umbrella must follow the form of underlying policies and may be reduced upon review of underlying limits. Umbrella or Excess Liability Insurance to provide additional limits for all policies/coverage required under this section (if obtainable) must be maintained with a minimum of Two Million Dollars (\$2,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.
7. **Contractors Pollution Liability Insurance.** When Services are performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Services with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are

ATTACHMENT E
INSURANCE REQUIREMENTS

renewed or replaced, the policy retroactive date must coincide with or precede the start of the Services under this Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

8. **Railroad Protective Liability.** When any work is to be done adjacent to or on railroad or transit property, Provider must provide or cause to be provided with respect to the operations that Provider's Construction Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.
9. **Additional Insured.** Vendor shall have its policies, if available, endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate and its members, employees and agents are named as additional insured on a primary basis without recourse or right of contribution from the Board." Commercial General Liability and Auto Liability (if required) must contain said endorsement.
10. **General.** Vendor shall cause its insurance carrier to submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute to insurance provided by the Vendor. Vendor agrees that insurers waive their rights of subrogation against the Board.

Vendor must register with the insurance certificate monitoring company designated by the Board. Vendor must register and may be required to pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board.

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ATTACHMENT F
COST PROPOSAL

SEE ATTACHMENT TO RFQ.

This section must be downloaded as a separate document. The Excel sheet includes one tab for review and completion.

COMPENSATION FOR SERVICES AND PRODUCTS DURING THE TERM SHALL BE PAYABLE IN ACCORDANCE WITH THE PRICING EXHIBIT TO BE ATTACHED TO THE CONTRACT AND INCORPORATED THEREIN (THE "PRICING EXHIBIT"). PRICES SHALL BE FIRM AS SET FORTH IN THE PRICING EXHIBIT FOR THE TERM AND, IF THE BOARD ELECTS TO EXERCISE ANY RENEWAL OPTION, WILL BE DETERMINED BY THE BOARD AND WILL BE CAPPED FOR ANY SUCH RENEWAL TERM AT THE AMOUNTS SET FORTH IN THE PRICING EXHIBIT.

SEE ATTACHMENT TO RFQ.

ATTACHMENT G
KEY PERFORMANCE INDICATORS (KPIs)

Key performance indicator (KPI) is a type of performance metrics by which the Proposer's service is measured. KPIs indicate how effectively the proposer is performing towards the intended outcomes of this project. These KPIs are provided for your reference only at this time.

Theme	Measure (KPI)	Definition	Source	Target
Rating	Supplier Rating	1 through 5-star customer satisfaction rating in CPS Oracle.	Oracle	4.5
Schedule	Inspections	Critical escalation of testing failures 24 hours or as specified in the project specifications)	CPS PMO	24 hours
	Test and Inspections Reporting	Timely reporting of tests and their applicable results. Reports are to be provided within 48 hours of test results (or as specified in the project specifications)	CPS PMO	48 hours
Financial	Invoices	Timely submittal of invoices to ensure that projects can be closed out.	CPS PMO	Within 30 days
	Safety	Number of recordable/reportable safety incidents/infractions on any project	CPS PMO	0%
Quality	Quality	Compliance with project plans, specifications and project requirements	CPS PMO	100%
	Warranty	Warranty Provision, Administration and Follow UP	CPS PMO	100%
	Supervision	Full time supervision for planning, coordinating and administration of on-site project scope of work	CPS PMO	100%
Diversity Compliance	Supplier Diversity - MBE	Percent of businesses contracted out by the supplier who are classified as minority-owned businesses	CPS Office of Business Diversity	30%
	Supplier Diversity - M/WBE	Percent of businesses contracted out by the supplier who are classified as women-owned businesses	CPS Office of Business Diversity	7%
KIDS	Continuous Improvement Ideas	Number of value-add ideas for methods of waste elimination, increase economies of scale and cost-saving initiatives/programs	CPS Procurement	5 ideas