

**REQUEST FOR PROPOSALS
FOR
Assessment And Evaluation Tools For Related Service Providers**

Specification No. 26-1332

Advertisement Date: June 16, 2026



Office of Student Students with Disabilities

A Pre-Submittal Conference will be held on June 30, 2026 at 2:00 P.M. Central Time (Chicago), online at <https://meet.google.com/yrz-fdng-txx>

Please sign-up for the Pre-Submittal Conference at the following link:

[Pre-Submittal Conference Sign Up](#)

Attendance is not mandatory, but encouraged. MBE/WBE Networking is encouraged by reaching out to all Proposers 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 15, 2026 THROUGH THE FOLLOWING LINK:**

<https://cps.bonfirehub.com/portal/?tab=openOpportunities>

**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/RFQ/RFP Information: <https://www.cps.edu/procurement/>

TABLE OF CONTENTS

- I. General Invitation and Instructions
- II. Scope of Work
- III. Service Level Terms
- IV. Submittal Requirements
- V. Evaluation Criteria and Basis of Qualification
- VI. Proposer's Execution Page

Attachments:

- Attachment A: Contractor's Disclosure Form
- Attachment B: CPS Contract Terms
- Attachment C: W-9 Tax Form
- Attachment D: MBE/WBE Compliance Documents
- Attachment E: Insurance Requirements
- Attachment F: Interrogatories
- Attachment G: Cost Proposal
- Attachment H: ITS Special Conditions

I. GENERAL INVITATION AND INSTRUCTIONS

REQUEST FOR PROPOSALS (“RFP”) FOR ASSESSMENT AND EVALUATION TOOLS FOR RELATED SERVICE PROVIDERS 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 proposals (“Proposals”) from organizations (“Proposers”) that wish to provide Assessment and Evaluation Tools for Related Service Providers (hereinafter defined) to the Board. The Board reserves the right to (i) select one or more Proposers to provide the Services (hereinafter defined) outlined herein; (ii) reject any and all Proposals; and (iii) identify any areas where a conflict of interest may require limitations on a Proposer.

Organizations may propose as a joint venture and independently as a single Proposer. If the Proposer is proposing in both capacities, separate Proposals must be submitted for each. If a joint venture Proposal is rejected, no organization which has participated in the joint Proposal can be considered to provide services unless it has separately submitted a Proposal. Similarly, two (2) or more organizations may submit Proposals 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 Proposal. 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.).

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

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

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 15, 2026 AT 2:00 P.M. CENTRAL TIME (CHICAGO) THROUGH THE FOLLOWING LINK:

<https://cps.bonfirehub.com/portal/?tab=openOpportunities>

Proposers shall be responsible for the successful submission of the Proposal before the advertised date and hour for the receipt of the Proposals. Proposals submitted past the advertised date and hour for the Proposal receipt will not be considered and will be rejected.

Downloading Solicitations/Addenda.

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

Proposers 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 Proposer.

I. GENERAL INVITATION AND INSTRUCTIONS

Questions.

Organizations requiring additional assistance shall only contact Rovetta McKinney at rmckinney10@cps.edu. If an organization is in doubt as to the meaning of a part of this RFP, 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 RFP. 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 RFP, are in violation of the procurement procedures and any submitted Proposals from or including such individuals or entities may be disqualified.

QUESTIONS REGARDING THIS RFP MUST BE RECEIVED NO LATER THAN JULY 6, 2026 AT 2:00 P.M. CENTRAL TIME (CHICAGO) THROUGH THE FOLLOWING EMAIL: rmckinney10@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 Proposers prior to the submission deadline. Late questions will not be answered. Oral clarifications offered by any Board employee will not be binding on the Board.

Addenda.

Any revision or expansion of the terms, conditions, or specifications provided in this RFP that are deemed necessary by the Chief Procurement Officer before the due date of Proposals 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 www.cps.edu/procurement. Failure on the part of the Proposer to receive any written addenda will not be grounds for withdrawal of an RFP. Proposer must acknowledge receipt of each addendum issued on the RFP Execution Page.

Errors, Omissions and Withdrawals of Proposals.

Proposer is expected to comply with the terms and intent of the RFP and shall not avail itself of any error or omission to the detriment of the services or the Board. Should Proposer suspect any error, omission or discrepancy in the specifications or instructions, Proposer 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. Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by Proposer in the process of putting the Proposal together.

Proposals 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 Proposal and should be clearly marked to indicate that it is a withdrawal of the Proposal. Resubmission of a withdrawn Proposal will be considered a new Proposal and must be submitted prior to the due date.

Exceptions to CPS Contract Terms.

Proposer may submit exceptions or proposed revisions to the CPS Contract Terms set forth in this RFP as part of its Proposal with an explanation for the Board's review. However, the Board shall be under no obligation to accept such exceptions or revisions, and the Board's determination to move forward with a contract with Proposer based on the Proposal shall not be considered acceptance of such exceptions or revisions. Exceptions submitted by Proposer may be considered during the Evaluation process as set forth in Section IV and may result in a lower ranking against other Proposals.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

II. SCOPE OF WORK

I. PROJECT BACKGROUND

Chicago Public Schools (“CPS” or the “District”) serves more than 322,000 students in 635 schools. It is the nation’s fourth-largest school district. Of CPS’ student population, 49,347 students have Individualized Education Plans (“IEPs”), and 234,283 experience economic disadvantages. Roughly 20% of students in the District are identified as English language learners, and 15% are identified as special education students. Like many large urban districts, CPS is a majority minority district, in which roughly 47% of the student body is Hispanic and 36% is African American; 64% of students come from low-income families.

The District believes every student should be prepared to graduate from high school ready for college, career and community. We strive to ensure that students are on-track to graduate and that every student has access to a challenging and well-rounded education. To achieve the CPS five-year vision, the District has established equity as a core value that drives our commitment to eliminate barriers to success and ensure equitable opportunities for all students. Through a series of equity-driven initiatives centered around eliminating opportunity gaps in education quality, policies, and support at the individual school and district level, CPS will live out the academic progress commitment in service of our students.

II. PROJECT SCOPE

The District is requesting proposals from qualified and experienced firms to provide digital assessments for the purpose of evaluating, diagnosing and planning treatment for students with special education developmental needs and behavioral challenges. The objective is to select Proposers that provide digital assessments and scoring that measure adaptive, academic, intellectual and social-emotional functioning for students in grades Pre-K - 12. The assessments will be administered through a digital learning platform, which shall include a test delivery system, test administration system and scoring platform for students with developmental needs and behavioral challenges. These standardized tools will be used to evaluate all students for which it is responsible to evaluate. The District’s goal is to prioritize issues that affect student success and remove relevant accessibility barriers.

Below is a description of the District’s digital assessment needs and requirements. Although proposers are not required to provide assessments for all special education evaluation categories, the District wants to understand your firm’s full offering of digital evaluation and assessments. If the Proposer can serve all diverse learners and have successfully provided assessments for school districts of similar size and student population, please describe this within your proposal.

The desired outcome of this RFP is to meet Illinois State Board of Education (ISBE) requirements and standards for special education assessment and evaluation for students who meet the criteria for the following disabilities below. The Board does not expect every Proposer to be able to propose on all or multiple service categories. The Board may award business by category or one proposer for all categories. It is the desire of the Board to bundle these categories wherever possible to allow for synergy and scale to provide additional cost savings opportunities.

A: Special Education Evaluation/Assessment List of Categories

- Autism
- Deafness/Hearing Impairment
- Developmental Delay
- Emotional Disturbance
- Intellectually Gifted
- Intellectual Disability
- Multiple Disabilities

II. SCOPE OF WORK

- Orthopedic Impairment
- Other Health Impairment
- Speech/Language Impairment
- Traumatic Brain Injury
- Visual Impairment

III. CATEGORIES OF PRODUCTS AND SERVICES

The RFP is organized into nine interrelated categories. The details of each category are below. The Proposer can submit for all digital assessments related to each category or develop a separate proposal for each assessment category. Preference will be given to the Proposers who address more than one category. As described further in the RFP, the digital assessment must be available in a digital format at the time of delivery consistent with the taxonomy and delivery expectations established by the District.

Category 1: Digital Assessment for Autism

The evaluation/assessment shall assess for signs of autism. The assessment shall assess social communication and interaction and restricted or repetitive behaviors or interests. The assessment will also assess other indicators including, but limited to:

- Delayed language skills
- Delayed movement skills
- Delayed cognitive or learning skills

Category 2: Digital Assessment for Deafness/Hearing Impairment

The evaluation/assessment shall assess the functional auditory skills of children with hearing loss. It shall examine several categories of auditory development: sound awareness, sound is meaningful, auditory feedback, localizing sound source, auditory discrimination, short-term memory, and linguistic auditory processing.

Category 3: Digital Assessment for Developmental Delay

The evaluation shall assess for developmental delay in settings, which shall include a general and systemic examination, including plotting growth percentiles, hearing and vision assessment, baseline blood tests if deemed necessary and referral to a developmental pediatrician, and counseling the parents.

Category 4: Digital Assessment for Emotional Disturbance

The assessment shall identify students with emotional disturbance (ED). Gathered information will be used to select IEP goals, supplement functional behavior assessments, document progress, and facilitate research. The digital assessment can function as a rating scale that is standardized and norm-referenced that may contain several scales: Inability to Learn, Relationship Problems, Inappropriate Behavior, Unhappiness or Depression, Physical Symptoms or Fears, Socially Maladjusted, and Adverse Effect on Educational Performance.

Category 5: Digital Assessment for Intellectually Disability and Intellectually Gifted

This digital assessment shall be an independent IQ test, such as the WISC-IV, Stanford-Binet, and Wechsler Intelligence Scale for Children. This will be a norms-based with standard scores, percentiles, stanines, age equivalents,

descriptive ranges, and will assess strengths and challenges and include growth scores for progress monitoring, and provide flexibility in using, reporting, and explaining test results.

II. SCOPE OF WORK

Category 6: Digital Assessment for Orthopedic and other Health Impairment

The digital evaluation/assessment shall include assessment of neuromotor impairments: an abnormality of, or damage to the brain, spinal cord, or nervous system that sends impulses to the muscles of the body (e.g., cerebral palsy, spina bifida, spinal cord injury); degenerative diseases:

diseases that affect motor movement or development and typically get worse over time. Assessing the severity and educational impact of an orthopedic impairment is largely determined by the unique individual needs of the child and is not solely based on a diagnosis.

Category 7: Digital Assessment for Speech/Language Impairment

This digital assessment shall support speech/language evaluators to describe and interpret an individual's communication ability and requires the integration of a variety of information gathered in the evaluation process. The assessment may provide standardized and/or non-standardized measures of specific aspects of speech, spoken and unspoken language, cognitive-communication, and swallowing function.

Category 8: Digital Assessment for Traumatic Brain Injury

The digital assessment shall support evaluators to assess for head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech.

Category 9: Digital Assessment for Visual Impairment

This assessment shall support evaluators to assess how students use their current vision to access the visual world. This assessment is not done with students who are totally blind. Since a child's visual conditions and abilities can change over time, the assessment will be repeated periodically. The assessment will investigate how students use their vision for:

- Near tasks, closer than 16 inches
- Intermediate tasks, 16 inches to 3 feet
- Distance tasks, more than 3 feet away

Assessments shall be administered by related service providers (RSPs) which include school psychologists, school social workers, speech/language pathologists, occupational therapists, and physical therapists are all qualified to administer assessments and diagnose results that will aid in delivering an instructional plan with interventions.

IV. DIGITAL ASSESSMENT REQUIREMENTS

The digital assessment system shall have the following components to ensure the District is able to gather appropriate student data and plan for instructional interventions using the data.

Component 1: The digital platform shall encompass the provision of a computer-based testing platform (test delivery system, administration system, and scoring platform) for the evaluation and ongoing assessment of students with disabilities. Other capabilities will include:

- Reporting assessment data and critical components related to the score(s)
- Generating various reports to explain a student's performance profile in the scored element.
- Data management to obtain historical and current aggregate reports to assess progress over time
- Systems training and professional development for teachers
- Managing different users and assigning assessments to students ,
- Diagnostic assessment delivery
- Implementation and ongoing support/management

II. SCOPE OF WORK

- Technology – applications, security, and backup
- Other important features

Component 2: The digital platform shall accommodate the provision of tests in a language understood by the student.

Component 3: The Proposer shall provide clear, complete, specific scoring guides for each assessment that are derived from the contractor-prepared field test scoring materials. The contractor will also provide rubrics, practice sets for scorer training and consistency assurance sets.

Component 4: Operational Test Technical Report: Proposer shall submit a comprehensive technical report after each operational test administration. The technical report must include, but not be limited to, all the technical information such as test design, test development, scoring, test reliability and validity, calibration and equating, classical and IRT statistics, and analysis of the operational test results.

- The Proposer shall provide a comprehensive technical report for each test to include:
 1. Disaggregating test results at various levels;
 2. All psychometric and statistical data;
 3. Reliability data, including internal consistency and decision reliability, and validity data;
 4. Documentation of item linkages to the standards;
 5. Inter-correlations by content-specific sections and item types;
 6. Generalizability analysis must be provided; and
 7. Item-level data must also be provided.

V. **PROJECT MANAGEMENT**

Proposer shall submit as part of its Proposal an outline of the Project Plan, summarizing the milestones from project conception to close, and addressing the deliverables described in this list. As part of the contracting process, successful Proposer shall deliver a comprehensive Project Plan for review and approval by CPS.

Proposers must develop, maintain, share, and execute a project plan to ensure the satisfactory delivery of agreed functionality, and be approved by the CPS CEO & Project Management Office (“PMO”) teams. The Proposer’s Project Manager (“PM”) must regularly update the project plan and share with CPS stakeholders and project team. Key tasks and priorities identified must include, at a minimum, deliverables for both functional and non-functional domains, development and/or development cycles, testing, training, and transition to operations details. The Proposer shall provide the Board with a mechanism to have full visibility into all project resources and documentation during scheduled checkpoints with the PMO and CPS business owner.

1. Project Resources - CPS requires the following project resources at a minimum: Project Manager (Leader); Business or System Analyst (Process) Subject Matter Expert (Product); Organizational Change Manager (People Activities)
2. Project Management Deliverables - The following represent expected project management deliverables to the Board:
 - Delivery Approach
 - Charter (signed off)
 - Project plan including:

II. SCOPE OF WORK

Executive Summary
Scope Statement with Review and Approvals Work Breakdown or Backlog
Schedule, with Milestones Risk Plan
Organizational Change Management Plan Communication Plan
Training Plan
Quality Plan (testing, and quality control) Status Reporting and Deliverables and
Risk Change Control Process
Escalation Process

3. Project Delivery Approach - Waterfall and Agile methods are two of the most prominent approaches to delivery. CPS is comfortable and open with both approaches, but a hybrid of the two is more in line with CPS culture. CPS has guidelines for Project Management that must be followed, which includes initiating, planning, executing, and closing out the project. CPS knows that no method is perfect and circumstances and constraints may dictate the approach. The CPS project owner must approve the delivery method, which should closely follow the District's technical delivery methods (CPS PMO).
4. Project Schedule - Proposer will be responsible for ensuring the project remains on track to deliver agreed functionality to a staging environment by agreed upon milestones, perform suitable testing and issue remediation as outlined in the milestone table for the Board to perform validation, and deliver agreed upon system functionality to the production environment by the milestones agreed upon by the parties, and any post production activities. Post production activities may extend through the end of the Period of Performance. Ideal schedule milestones include:
 - Project Kickoff (covering roles, delivery process, stakeholder review, communication strategy)
 - Project Management Plan
 - Execution / Build
 - Testing
 - Training (including for end user support, CPS admin responsibilities, user access control, and for Request, Change, and Incident Management for the platform and overall service)
 - Transitions to Operations
5. Quality Planning - Proposer's quality assurance plan is the foundation on which the project deliverables must be built to meet expectations and needs in accordance with requirements captured. The Proposer must present and integrate quality management techniques, such as controls, test plans, etc. Key deliverables requirements are regression testing, user acceptance, and performance testing, at a minimum.
6. Status Reporting - Proposer must deliver, at a minimum, the following on a weekly basis: Plan Status, Milestones, and Deliverables - Proposers must work with the Board to review the backlog or plan on a weekly basis, which should be a focus on pending milestones and Deliverables, and schedule tracking. Risk(s) and Issue(s) Status - Proposer shall be responsible for logging risks within a register. The risk register must include the risk, mitigation, impact, or whether positive or negative. The Proposer must be available to conduct a weekly risk and issue review meeting with CPS stakeholders either in person or via telephone, during the development/ rollout cycles. Statement of Work - Proposer shall be responsible for working with the Board to minimize or eliminate scope changes and documenting such changes.

II. SCOPE OF WORK

7. Organizational Change Management (“OCM”) - CPS expects the Proposer to deliver OCM using a framework for managing the effect of new business processes, changes in
8. organizational structure or cultural changes within the CPS enterprise, which should include the following:
Stakeholder analysis Training; Communications Strategies Organizational Risk Plan
9. Training - Proposer is responsible for training Administrative specialists from CPS business departments as well as two (2) technology specialists from the ITS department in use and support of the solution. The Proposer must provide formal end user and system training including refresher training, which can be electronically delivered.
 - Proposer shall provide the following deliverables to the Board including:
 - Training and Business User Guide
 - Administrator Training
 - CPS onsite training, or virtual
 - ITS Training and Technology Specialist User Guide
 - FAQs End Users
 - FAQs for Administrative Staff
 - Knowledge Articles and FAQs for CPS Support staff
 - Support and Project Delivery Orientations Training
 - A unique CPS Training Environment, with select CPS data
 - Multimedia Training Material (Video, Animation, Slide Show, etc.)
 - An overview of the providers SDLC process

Communications - Proposer must communicate regularly with the Board regarding the progress of the project, but expectations must be established with a plan. Proposer must be available, as required, to meet with the Board during normal business hours (8am-5pm Central Time) to resolve project questions, issues, risks, or other project related tasks. Proposers must accommodate the Board’s desired communication vehicles, which may include email, instant message, text, and phone conversations.

10. Business Analysis - CPS expects distinct deliverables for the Project Manager, Change Manager, SME, and a Business Analyst.
 - The Business Analyst must be utilized to capture requirements needed to facilitate the delivery of the solution. Requirements must be formally documented and shared with the project team. Ideally, the Business Analyst will utilize common techniques, such as Gap Analysis and a Traceability Matrix to capture requirements and ultimately be used to create test scenarios.
 - The Business Analyst must work closely with the Project Manager and CPS stakeholders.
 - The Project Managers must focus on the project—creating baselines and managing project constraints, communicating and resolving project issues, and getting the resources working on project activities- with an emphasis on the triple constraint scope, schedule and cost (“SSC”).
 - The Business Analyst must focus on the end product and how it delivers value and aligns to CPS requirements.
 - Business analysts must ensure that CPS employees can actually use the end product once it has been implemented.

CPS is open to combining the PM and BA roles but deliverables must align with the expectations described above, and meet the requirements of the CPS PMO and communicated to stakeholders at kickoff

II. SCOPE OF WORK

11. Operational Resource Requirements:

To provide support tools and resources for new or operational requests, incidents, or changes needed (see Service Levels section)

VI. PROFESSIONAL DEVELOPMENT PLAN

Proposer should submit as part of its Proposal an outline of a Professional Learning Plan, summarizing the focus areas and strategies for supporting staff to administer the assessments, review assessment results and generate reporting tools. As part of the contracting process, a successful Proposer shall deliver a comprehensive, assessment professional development plan.

VII. PROJECT MANAGEMENT

A Project Manager (PM) must be assigned to work with the District throughout all project phases and create a project plan and timeline for the platform's design and implementation. The Proposer should provide a description of the proposed project team structure during the course of the project. The assigned Project Manager should have a backup, or subproject manager, where knowledge transfer is constant / up-to-date throughout the project lifecycle. Within the proposal, the Proposer should outline a plan for the following:

- a. Project conception and initiation
- b. Project launch or execution (for all deliverables or per sprint)
- c. Project performance and control
- d. Project close

VIII. INFORMATION, INTEGRATIONS, & DATA MANAGEMENT

Information, Integrations, and Data Management are central capabilities needed to deliver information systems optimally, which is essential to realize system and service value.

Provider systems capabilities must include the following, at a minimum:

- Must employ named experts to work, in collaboration with CPS IT and business experts
- The system capabilities must be aligned with District academic and administrative data management programs, which include aligning with IMS Global Standards for open operability, or allowing for open data exchange (for all data within the proposed system) using sftp, 3rd party API's like Clever, or an open API for data exchanges..
- Ability to maintain logs of activities, status, and functional state of the solution
- Have an application architecture built with security in mind, using the latest industry techniques or standard, such as NIST, or ISO / IEC 27001
- The environment must be redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption
- Able to enable reporting and analytics (BI) for all data provided or generated
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single-sign-on) and methods to exchange data for authorization

II. **SCOPE OF WORK**

requirements, and also be able to allow authentication with multiple identity providers at the same time.

- For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
- For educational platforms, support One-roster / IMS Global protocols

VIII. **Additional Service Level Requirements**

The sections below describe the expected Service Levels Terms (SLA or SLT) for the proposed service. Proposer shall submit a Service Level Agreement in accordance with the instructions contained on Attachment O that contains these service level terms.

- a. Goals & Objectives. The purpose of the Service Level Targets or Terms is to ensure that the proper service and technology commitments are clearly understood and documented within this agreement. These terms govern the delivery of solution and operational support structure and must:
 - i. Define function, system capability, or service
 - ii. Provide clear reference to service ownership, accountability, audience, roles and/or responsibilities
 - iii. Present a clear, concise and measurable description of service provision to the customer
 - iv. Match perceptions of expected service provision with actual service support & delivery
 - v. Provide process, resources, and tools to enable support of the proposed service
- b. Service Level Review. Proposed Key Performance Indicators (KPI's) must be approved by CPS, and must be monitored using automated techniques, such as technology service monitoring (SCOM, Solarwinds), reporting, and event management tracking, using a service management tool (ServiceNow, BMC, etc.). CPS is open to utilizing the Proposers ticketing system and technology monitoring tools to track events, but prefers to centralize support using the CPS service desk or to integrate the Proposers service delivery and tracking tool.
- c. Service Level Definitions. Service level definitions must be documented for the proposed solution, and must meet the CPS operational requirements of 99.99% application uptime, and a data recovery point objective (RPO) of 2 hours (maximum data loss), and a recovery time objective (RTO) time of 8 hours, when a Severity-1 event (up to a disaster) is declared. Severity levels for incident management must be classified before go-live, and be able to be integrated with how CPS supports applications and services. Incident management for cyber security and service impacting events need to be documented and approved by CPS.
- d. Primary Hours of Operation (PHO). CPS normal operating hours are from 7am - 6pm Monday through Friday; on some occasions, weekends or after hours access to the services may be needed. CPS standard official holidays and federally recognized holidays such as: New Year's Day, Memorial Day, President's Day, Independence Day, Columbus Day, MLK Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day are non-business hours for CPS, but the service must be available.
- e. Service Production System Uptime. The system is required to be available

II. **SCOPE OF WORK**

- f. twenty-four (24) hours per day, seven (7) days a week, measured on a monthly basis, during which CPS actually has the ability to access the Services. This uptime metric along with others must be delivered to the CPS business/department owner monthly or dynamically.
- g. Scheduled Downtime. Scheduled maintenance windows must be established to allow for maintenance of the Proposer's System and for CPS scheduled maintenance activities, which take place on Thursdays evenings 8pm-2am, but can also be extended through weekends. The Proposer is allowed a change window/scheduled downtime with prior notice to the Board. Proposers must accommodate requests to postpone any scheduled downtime, if the Proposer determines that the Scheduled Downtime is not system critical, or if a critical process, required by CPS may be impacted. Proposer shall provide an email update of all changes to the CPS environment(s).

Example Maintenance Window

Period	Description	Max Duration
Nightly as needed	Nightly System Maintenance	4 hrs
Weekend as needed	System, Database, and Application Maintenance	25 hrs

- h. Unscheduled Downtime. When CPS is not able to access the application due to unanticipated or unscheduled service interruption, other than Scheduled Downtime, then the downtime is considered an outage (unscheduled downtime). In the event of exceptional circumstances, it may be necessary to perform essential unscheduled maintenance during PHO. Such unscheduled maintenance will be undertaken only when it is deemed necessary to prevent loss of the services or to avoid adverse consequences. Whenever possible, the Proposer must endeavor to provide at least 2-hours of advanced notice to CPS for unscheduled maintenance.
- i. System Redundancy Requirements. Proposers must propose full application, hardware, and network redundancy with no single points of failure within its IT Service. Software as a Service (SaaS), or Platform as a Service (PaaS) environments are acceptable.
- j. Hosting and Service Levels Proposer must provide the following standards and facility whether the application environment is hosted within the CPS Datacenter or hosted externally (SaaS)
 - i. Redundant configurations with no single points of failure for both application and infrastructure architectures (application, storage, presentation, networking, etc)
 - ii. Ensure that the environment can failover to a disaster site, that is not with the same city, and with no more than 2-hours of data loss (RPO)
- k. Data Protection (Backup). Proposer must perform backup operations in the

II. SCOPE OF WORK

following manner:

Type	Description	Timing
Baseline	Pre-Production Image	Once
Daily Incremental Files	Data changes during the period all tiers all environments	Daily
Full Data Files	All resident data files all tiers all environments	Weekly (weekend)
Applications	All application files (full data files including cold backups)	Monthly
Operating System	All O/S configuration files – all tiers all environments	Monthly
Database	All database – all tiers all environments, every 2 hours	Weekly (weekend)
Fall Back Copy	At the request of CPS when a change is made to the CPS system a copy will be made before the change. This is at a Level-1 charge. Typically, a fall back copy would require 30 minutes to one hour.	As Needed

- I. Backup Retention and Archiving. Proposer must be prepared to retain Back-Up copies of CPS data and other files locally and at a secure offsite location as follows, for the duration of a District agreement:

Description	Retention Period
Baseline	Until first annual + 1 month
Daily	6 days
Weekly	4 weeks
Monthly	11 months
Annual	8 years

II. **SCOPE OF WORK**

Proposers must test backup or archiving recovery twice per year, at a minimum, and once per year in all subsequent years, and submit a fully tested backup and recovery procedure covering all data associated with the CPS environment and share such test documentation and findings with CPS.

- m. **Disaster Recovery (DR).** In the case of a total disaster, or a complete loss of access to the Services (> 4 hours):
 - i. Proposer must use commercially reasonable efforts to restore Production operations with full functional production environment, at no more than a 50% degraded performance
 - ii. Proposers must reestablish and complete batch processing schedules or integrations.
 - iii. CPS acknowledges and agrees that such an event may result in partial or degraded service when restored.
 - iv. Pre-disaster level of Service shall be restored as soon as commercially practicable, so the proposal must ensure the DR environment can run for as long as needed.
 - v. Proposer will complete a DR test for CPS during each calendar year
- n. **Application Support Hours.** The following Services are covered by the Proposer's support process
 - Manned Telephone support
 - M-Sun. 7:00am - 5:00pm CST,
 - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
 - Manned Online Live Chat support
 - M-Sun. 7:00am - 5:00pm CST
 - Monitored Email support
 - M-Sun. 7:00am - 5:00pm CST
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day
 - Remote assistance using GoToAssist, SCCM, or similar technology
 - M-F availability by appointment
 - Schedule via phone or email with Proposer Tier 2 Support Engineer
 - Planned or Emergency Onsite assistance
 - Monthly application check-in (health-check)
- o. **Support Desk and Services.** Proposers will provide CPS a designated service contact with a tracking number used until the incident report is closed. Incident reports are characterized, tracked and responded to as follows:

II. SCOPE OF WORK

App Environment	Priority	Tech Response Time	Maximum Resolution Time
Production	High	15 minutes	4 hours
Production	Medium	15 minutes	8 hours
Production	Low	15 minutes	24 hours
Development/Test	High	15 minutes	8 hours
Development/Test	Medium	15 minutes	12 hours
Development/Test	Low	15 minutes	24 hours

Resolution Time. Resolution Time means the maximum elapsed time during PHOs for Proposers to either remedy the problem or determine the resolution process, if the problem is not within the control of Proposer . For instance, hosted Software errors may require a remedy provided by the Software Proposer that is beyond the control of the Proposer . Implementation of Software patches is conducted by Proposer in a controlled process and will be accomplished when made available by the Software Proposer and then as quickly and safely as practical during the scheduled change control windows.

The Proposer must respond to 100% of all issues, with tickets according to the metrics approved for the service (refined during project period). The Proposer will provide a determined Service Credit if responses to support falls below a metric, which must be tracked via ticket or technology service monitoring tool.

- p. **Training Requirements.** Proposer is required to provide End Users with application training or documentation, use of the browser and other Software required with using and accessing the Software and the Services. The Proposer must recommend training options. CPS will provide training facilities and expects training to be tracked via CPS training technology, or a Proposer proposed training technology.
- q. **Help Desk Reporting.** CPS must have real time access to reports that detail CPS help desk requests associated with the proposed service, and the resolution times of requests. CPS expects Proposer's assistance with sharing or integrating help-desk data between the CPS and Proposer help-desk systems, via data movement, or e-mail syncs.
- r. **Monitoring.** Monitoring of System Availability will be a part of the CPS environments and as such, subject to all change standards and documentation requirements. CPS must be able to view system performance using the Proposer Process Monitor, or the Proposer can allow the CPS monitoring service access to monitor the service.

II. SCOPE OF WORK

- s. System Availability Performance Credits. CPS understands and acknowledges that unplanned service losses will occasionally occur. Proposer shall provide a minimum System Availability Performance of 99.99% per month measured on a 24 hours per day 7 days per week basis. The 99.99% System Availability Performance shall not include time attributable to performance issues (including Unscheduled Downtime) that resulted from CPS equipment and/or third-party equipment or actions not within the sole control of Proposer and which are outside the Point of Demarcation; or (ii) the action or inaction of CPS or any individual or entity to which CPS has given access, or (iii) Proposer application errors (“bugs”) in the Software (iv) stopping and starting of the Application servers and Web Servers by District personnel. Further, District personnel will notify Proposers in advance of stopping or starting dependent (changes) Application and Web Servers Network and Active Directory.
- t. Performance Credit Table (example). The Board is seeking to ensure that all SLAs and Deliverables are completed and met with the highest standards. Penalties for non-performance must be negotiated prior to contract execution. Failure by Proposer to meet the minimum System Availability Performance must result in Service Credit(s) toward the next monthly Hosting Fee that are similar to the schedule set forth below:

System Availability and Functionality	% Service Credit toward Next Monthly Hosting Fee
99.99% or above	0%
Less than 99.99%	10%
Less than 99.7%	20%
Less than 99.6%	30%
Less than 99.5%	100%

Digital Learning Environment Accessibility

The District will prioritize Vendors who design assessments for accessibility that can increase the potential of users, affect student success and remove relevant accessibility barriers. By integrating digital assessments with assistive technology, it allows for equity adjustments for all learners to access questions. The expectation is that the digital platform will regularly update to ensure accessibility, usability and compatibility with assistive technologies through an ongoing audit and remediation process, as well as integrating

accessibility requirements into its product development. Accessibility features will include, but not be limited to the following.

- Screen magnifiers for vision-impaired access
- Screen readers and keyboard navigation. All content within an assessment should be navigable both with a computer mouse and with the keyboard alone.
- Text readers
- Speech input software

II. SCOPE OF WORK

- Alternative input devices
- Integrations that allow students with motor impairments, such as paraplegia or cerebral palsy, to independently navigate their virtual exam paper via a mouth stylus or eye-operated tools.

By presenting content in an alternate way, these technologies also assist our students in writing, spelling, reading, and navigating.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

III. SERVICE LEVEL TERMS

A more comprehensive explanation of the requirements above are described in the sections below.

Audit History

The solution should maintain a complete history of all transaction and syslog data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history for the duration of agreements with CPS; this includes persistence of deleted data ("soft deletes") for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes, and able to be shared with CPS.

Data Integrations

The Solution should support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning, the solution must support IMS global / One-Roster protocols.

Data Accessibility

Provider shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies, or to support CPS processes.

Portability

It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Provider. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists, then the Provider shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act ("FOIA") request or otherwise uphold its legal obligations.

Data Validation

Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Proposer's solution shall include rules to ensure referential integrity between datasets:

- Ensure that primary keys in one dataset are indeed unique, even compound primary keys
- Ensure that foreign keys in one file match the primary keys in another file
- Validation that all other fields are well formed, and cleaned as required

In the data integration environment, it's also important that data issues can be quickly acted upon.

Thus, the provider shall provide the following options:

- Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
- Email alerts when data issues are identified so they can quickly be escalated to us when jobs are not synchronized

III. SERVICE LEVEL TERMS

Data Management

- Proposer shall not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Proposer shall return or destroy all confidential information received from CPS, created or received by Provider on behalf of CPS upon request from CPS.
- In the event that Provider determines that returning or destroying the confidential information is infeasible, Provider shall notify CPS of the conditions that make return or destruction infeasible, but such plans must be approved by CPS.
- If CPS agrees that return or destruction of confidential information is infeasible, Provider shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, API, or by placing the data in an online shared storage facility.
- The solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development, or permissioning must be documented and approved by CPS.

Data Conversion and Validation

The Provider must provide human resources to partner with the CPS Enterprise Data and Identity and Access Management teams to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

Data Protection

Data shall be protected with the latest backup technologies, and be backed up daily (at least every 24 hours, unless other terms expressed), with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information.

Identity and Access Management

- The solution must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx> , <https://policy.cps.edu/download.aspx?ID=77>)
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted, agrees to the same restrictions, standards, and conditions that apply through the contract with CPS, and that access to CPS data is approved by CPS.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement reasonable and appropriate
- Safeguards to ensure the confidentiality, integrity, and availability of the data and

III. SERVICE LEVEL TERMS

- information systems.
- Maintain access controls and security policies and incident plans that comply with NIST, ISO / IEC 27001, and current CPS security policies.
 - Report to the CIO or the Information Security Director of CPS within 24 hours of discovery of any security incidents that impact CPS.
 - Maintain audit events according to policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
 - Develop and implement policies and procedures regarding the use of information systems that describe how users are to protect against intrusion, tampering, viruses, etc.
 - Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML protocol / Rapid ID, or other CPS approved SSO service platforms (SAML, OAuth, OpenID Connect, WS-Federation, CAS)

Disentanglement (end of contract)

Proposer shall work with CPS to establish a Disentanglement Plan (DP) for the end of the contract term, as a deliverable, which should include the transfer of all CPS-generated information and deleting all CPS information from the system after CPS receives and validates the data. The provider shall not assume any liberty to use aggregate or scrambled CPS data without written permission. During the contract (Data Lifecycle Plan) term, the vendor shall delete the Board's data when no longer necessary to provide the services outlined in the agreement. This would include working or backup copies of CPS data, data used in Development or Staging environments, or data from previous school years that are no longer required for the vendor to provide services

User Interface

This user interface that will be used by students should provide:

- Ability for students to navigate throughout the complete test form (forward, backward, and skipping items).
- Accessibility features present to support student engagement throughout the evaluation/assessment.
- Be able to be tailored to meet CPS branding standards (color, font, logo)
- ADA Compliant

Training and Technical Support

The Vendor must provide evaluators and the District with clear and complete training materials and complete technical support to enable them to successfully administer tests using the online delivery system.

The following types of system documentation shall be written, maintained, and provided to evaluators and the District. The following represents a minimum requirement; additional documentation types and formats may be proposed.

1. System User's Guide that fully details the functionality of the online testing system for the evaluators/assessors.
2. System Infrastructure Guide that details the minimum and recommended technical specifications and configurations needed to successfully access the online testing

III. SERVICE LEVEL TERMS

3. system and deliver online tests.
4. System Training Workbook that provides step-by-step details for how to complete the most commonly needed tasks in the online testing system.
5. Set-up and Installation Guide that details a high-level overview, guidelines for assessment and implementation, and troubleshooting tips.
6. Scoring manual that details guidelines, information, and procedures to facilitate scoring of operational tests.

VIII. Key Performance Indicators

Theme	Performance Indicator	Measure
Contract & Compliance Rate	Contract Compliance	Proposer meets all contract requirements from pricing, project management and account management.
	Proposer Responsiveness	Proposer project and account management team responds to questions, inquiries, and problem solves any concerns within 48 hours of CPS inquiry.
Ease and Accuracy & Timing of Billing	Accurate Billing	Invoices are timely, accurate and easy-to-understand for processing payment

Operational Functioning of Digital Assessment System	Training on Digital Assessment System	Proposer has developed a training sequence that supports staff to understand and use the digital platform to assess students. Opportunities for training are also available for staff to access through a training portal.
	Digital Assessment System is fully operable	Digital Assessment System provides full operable capabilities related to test delivery and administration system, scoring for the evaluation and ongoing assessment of students with disabilities.

III. SERVICE LEVEL TERMS

Service	Service Satisfaction	<p>District personnel will be asked to complete a product satisfaction survey, related to products and services. They will indicate their satisfaction in several domains of the partnership, including quality of services, partner dependability and communication, and timely, accurate and complete reporting of student information.</p> <p>Survey results should indicate satisfaction of 85% or higher.</p>
---------	----------------------	--

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

IV. SUBMITTAL REQUIREMENTS

PROPOSALS 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 Proposals or any part thereof and to extend the time for submission of all Proposals via an addendum.

1. **FORMAT OF PROPOSAL.** The submitted Proposal 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 Proposers. Therefore, the submitted Proposal should represent the best terms by which Proposer 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 PROPOSAL.** EACH PROPOSAL 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 Proposer'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.

The Cover Letter must specify the Categories for which Proposer is seeking to supply Services. Those categories are defined in the Scope of Services and are as follows:

Category 1: Autism

Category 2: Deafness/Hearing Impairment

Category 3: Developmental Delay

Category 4: Emotional Disturbance

Category 5: Intellectually Gifted or Intellectual Disability

Category 6: Orthopedic Impairment or Other Health Impairment

Category 7: Speech/Language Impairment

Category 8: Traumatic Brain Injury

Category 9: Visual Impairment

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

C. **Cost Proposal (Attachment G).** The Cost Proposal page(s) must be filled out in its entirety and returned with this RFP 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. Proposers are expected to thoroughly examine and read the entire RFP. Failure of Proposers 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.

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

IV. **SUBMITTAL REQUIREMENTS**

E. **References.** A minimum of three (3) non-Board references from projects of similar scope and magnitude to those described in this RFP for which Proposer 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 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 Proposer(s).

G. **Qualifications of Proposer.** Proposer shall describe its experience in providing the Services requested in the RFP. Proposer 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. Proposer 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 Proposer is authorized to do business in the State of Illinois. If Proposer is a business entity that is comprised of more than one legal participant (e.g., Proposer is a joint venture, partnership, etc.), then Proposer 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 Proposer is a not-for-profit and/or or community service provider, then Proposer 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, Proposer shall provide similar information regarding each proposed subcontractor.

H. **Insurance Requirements (Attachment E).** Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements stated in this RFP, Proposer shall include in its Proposal 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 RFP.

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 Proposer. 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 certifications are a requirement and must be verified to be a qualified Proposer.

IV. **SUBMITTAL REQUIREMENTS**

L. **Licenses.** Submit copies of Proposer'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).** All sections of the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts that apply to your business entity must be filled out in their entirety. Any sections that do not apply must be clearly marked N/A. These completed documents must be submitted with the required copies of your Proposal. 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 Agreement, including any renewal terms, Proposer 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 completed through the following link: https://supplier.cps.edu/OA_HTML/jsp/pos/suppreg/SupplierRegister.jsp?ouid=5C82DBCBF1AA AFF5. Proposer represents that the agent submitting the electronic disclosure form is authorized to do so on behalf of Proposer 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 Proposal.

Q. **Legal & Contract Compliance Disclosure.** List, and briefly describe, any and all legal actions for the past three (3) years in which the Proposer 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. Proposer 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.** Proposer may be invited to present its business model and answer any questions that the Evaluation Committee may have.

S. **Implementation and/or Management Plan.** Proposer shall provide an Implementation/Management Plan indicating how it will perform the Scope of Work described in this RFP. Proposer must detail the methodology and approach for implementing, managing and delivering the Scope of Work, including all related products, materials, and services. Methodology should include Proposer's approach to providing work, including without limitation project management, scheduling, budget management and quality management.

T. **Interrogatories (Attachment F).** Provide a detailed response to each Interrogatory Item in Attachment F. Your response must be entered in the provided space. If a question is left unanswered, the Proposer may be deemed non-responsive. If a specific Interrogatory is not applicable to your offering, respond with NA.

IV. SUBMITTAL REQUIREMENTS

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

IV. EVALUATION CRITERIA AND BASIS OF AWARD

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

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 Proposals, 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 Proposer(s) meeting the Board's criteria be awarded the Agreement. At the discretion of the Board, a short-list may be established to make oral presentations prior to final selection.

B. **Competency of Proposer.** No award will be made to any person, organization 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 Proposals.** The Chief Procurement Officer shall represent the Board in all matters pertaining to this RFP. The Chief Procurement Officer reserves the right to require additional information, to reject any Proposals, to disregard any informality in the Proposals, and to negotiate pricing and other terms and conditions with one or more Proposers 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 Proposer and reserves the right to award a contract based on the initial Proposal submitted without providing any organization an opportunity for oral presentations or negotiations.

2. EVALUATION CRITERIA.

Proposer 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 Proposer necessary to provide the Services as outlined herein.

C. The past performance of the Proposer 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 Proposer'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 Proposer to be deemed non-responsive and Proposer may be disqualified.

IV. EVALUATION CRITERIA AND BASIS OF AWARD

- E. The quality, completeness, accuracy, and economic feasibility of the Cost Proposal (**Attachment G**).
- F. The quality of the responses received from the three (3) references.
- G. Longevity of business organization and financial stability of Proposer.
- H. Available staffing of adequate and qualified personnel to provide required Services.
- I. Legal Actions which may affect the qualifications of the Proposer and/or its delivery and performance of the Services required under this RFP.
- 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. Proposer's acceptance of the CSP Contract Terms, including any service level terms and ITS Special Conditions if applicable and attached to this RFP.
- M. The quality of the responses to the Interrogatories (Attachment F_).
- N. The quality of the Implementation/Management Plan.
- O. Quality of the oral presentation (if requested by the Board).
- 3. **BASIS OF AWARD.**

A contract will be awarded to the most qualified Proposer(s) who meets the Board's Evaluation Criteria set forth herein. It is the intention of the Board to award the contract(s) in whole or in part as may be in the best interests of the Board.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

V. PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 26-1332 containing a full set of documents, including: 1) General Invitation and Instructions; 2) Scope of Services; 3) Submittal Requirements; 4) Evaluation Criteria and Basis of Award; 5) Proposer's Execution Page; 6) Attachments A, B, C, D, E, F, and G. Proposer is responsible for reading and understanding all sections of this RFP and affirms that Proposer shall be bound by all of the terms and conditions contained in this RFP.

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 Proposer and its officers and employees have not entered into any agreement with any other Proposer or prospective Proposer or with any other person, organization or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, organization or corporation is to refrain from responding to this RFP.

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. Proposer acknowledges that if the Board receives a FOIA request, Proposer shall cooperate with CPS in fulfilling that request in accordance with applicable law. Proposer is put on notice that if the Board receives a FOIA for your Proposal, the Board must release those documents to the requester. However, the Board will consider redacting any portion of your Proposal, 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 Proposal 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 Proposer's request to mark the entire Proposal or substantial parts of the Proposal as confidential. In such cases, the entire Proposal will be subject to disclosure under FOIA. Proposer 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 Proposal designated as trade secrets or proprietary information.

PROPOSER'S NAME: _____

ADDRESS: _____

BY: _____

CITY/STATE: _____

(Signature)

NAME: _____
(Printed)

TELEPHONE: _____

TITLE: _____

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

ATTEST BY: _____

V. PROPOSER'S EXECUTION PAGE

(Signature)

Notary Public Signature
Seal of Notary

NAME: _____

(Printed)

TITLE: _____

Corporate Seal (requested not required)

ATTACHMENT A
CONTRACTOR'S DISCLOSURE FORM

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

ATTACHMENT B **CPS CONTRACT TERMS**

Proposer agrees that, if approved as a vendor for the scope of work described in this RFP, Proposer will enter into a written master agreement with the Board (the “**Agreement**”). In the event Proposer fails to enter into such an Agreement with the Board, Proposer's award 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 award of the Agreement for any reason including, but not limited to, the submission by Proposer of contract terms which, in the Board's sole opinion, are substantially different from the CPS contract Terms in this RFP. **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 Proposer's submission. Proposer shall sign the CPS Contract Terms without negotiation or revision.**

Proposer shall not commence any delivery of work and the Board shall not be liable for any costs incurred by Proposer without an Agreement executed by the Board. The successful Proposer 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 Proposal is submitted.

I. GENERAL TERMS & CONDITIONS

1. Term of the Agreement. This Agreement will commence on January 1, 2027 and end on July 31, 2028 (the “**Term**”). The Agreement may be renewed at the Board's sole option for one (1) successive period(s) of one (1) year (each a “**Renewal Term**”). For the purpose of this Agreement, a “**Renewal Term**” shall mean that period of time after the Term expires in which the Agreement is allowed to continue following the affirmative act of the Board to exercise the right to renew that is reserved in the Agreement. Each Renewal Term may be exercised collectively or in individual renewal terms. Each Renewal Term shall exist as an option to be exercised at the sole and absolute discretion of the Board by serving Vendor with at least a thirty (30) day written notice prior to the expiration of the 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. For the purposes of this Agreement, 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. For the purposes of this Agreement, 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

ATTACHMENT B **CPS CONTRACT TERMS**

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 Work, deliverables, and any other similar terms necessary to manage workflow and 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. For the purpose of this Agreement, 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. For purposes of this Agreement, 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. For the purpose of this Agreement, 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. Remote Services. If directed by the Board, Vendor shall provide or deliver any services within a Scope of Work remotely. The Board shall notify Vendor in the event that remote services are needed, and the Parties must cooperate to establish remote services as the Board shall direct from time to time.

2.4. 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.

2.5. 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.

2.6. Charter School Participation. Any Board eligible charter school is entitled to purchase at their

ATTACHMENT B **CPS CONTRACT TERMS**

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.

- 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 a Schedule of Compensation, which is attached and incorporated as Exhibit _____. The Schedule of Compensation 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 aggregate 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.

For purposes of this Agreement, “**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**” 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

ATTACHMENT B **CPS CONTRACT TERMS**

- 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
- 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 Schedule of Compensation 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

ATTACHMENT B
CPS CONTRACT TERMS

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, 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 and subcontractors (collectively referred to as "Staff"). For the purpose of this Agreement, "Staff" shall mean subcontractors, employees, agents, volunteers, contractors, or anyone authorized in this Agreement to act on behalf of Vendor or the Board, including a general manager or Authorized Representative. 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. **Principal's Right to Direct.** If any work under this Agreement is to be performed at a school, the principal at the school shall have authority to direct Vendor or other Person involved in performing the work.
7. **Non-Appropriation.** Expenditures not appropriated by the Board in its current fiscal year budget

ATTACHMENT B
CPS CONTRACT TERMS

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.

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.

ATTACHMENT B
CPS CONTRACT TERMS

- 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 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

ATTACHMENT B
CPS CONTRACT TERMS

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 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.

ATTACHMENT B
CPS CONTRACT TERMS

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 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.

ATTACHMENT B
CPS CONTRACT TERMS

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 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.

ATTACHMENT B
CPS CONTRACT TERMS

- 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 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

ATTACHMENT B
CPS CONTRACT TERMS

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 Checks on any of Vendor's Staff who might be in contact with any CPS student during any term of the Agreement. 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, 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:

ATTACHMENT B
CPS CONTRACT TERMS

- 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 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

ATTACHMENT B
CPS CONTRACT TERMS

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 and Data Requests.** In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Agreement or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be amended from time to time. This Agreement does not authorize Vendor to conduct such Research absent separate approval under the aforementioned policy. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement and Research, or as otherwise provided in the Policy.
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.
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 liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims arising out of or incident to the negligent acts, omissions, or willful misconduct in the performance of nonperformance of the Agreement by Vendor, its offers, agents, employees, contractors, subcontractors, licensees, or invitees. 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.

ATTACHMENT B
CPS CONTRACT TERMS

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 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.

ATTACHMENT B
CPS CONTRACT TERMS

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.
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.

ATTACHMENT B
CPS CONTRACT TERMS

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 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

ATTACHMENT B
CPS CONTRACT TERMS

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 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
Office of Students with Disabilities
42 W. Madison Street

ATTACHMENT B
CPS CONTRACT TERMS

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

III. PRODUCT TERMS

1. **Product Warranty.** Vendor warrants that all Products furnished hereunder shall be new and conform with any specifications - and other requirements as set forth in the Agreement. Products shall be of merchantable quality, and in good working order, and shall be free from defects in material, workmanship, and design for a period of time of at least one (1) year from the receipt of shipment or the length of the manufacturer's warranty, whichever is longer (unless the Board specifies a longer period or specifically agrees otherwise). Vendor shall assign to the Board the benefits of any manufacturer's warranty of the Products and shall cooperate with the Board in securing any and all remedies of such warranties for the benefit of the Board during the Term of the Agreement and any Renewal Terms.
 - 1.1. **Repairs and Replacements During Warranty Period.** During the warranty period, the Board shall have the option to require Vendor to repair and replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for the amount paid by the Board for the defective Product(s). Repaired or replaced Products shall be warranted for a minimum period of one (1) year from the date of completion of repairs or the date of receipt of replacement, or for the remainder of the Product's original warranty, whichever is longer. Vendor shall be responsible for all delivery and shipment costs. This warranty shall survive inspection, acceptance, payment and expiration or termination of the Agreement. Each warranty shall include, but is not limited to, the manufacturer's name, the Board's name, the School's name if applicable, the product style name, the product number, the length of the warranty, the manufacturer's contact person. Nothing within this Section shall limit or be interpreted as reducing any warranty that may be provided by Vendor or the original manufacturer of the Product to the extent that the original warranty may be more expansive than the warranty set forth in this Section. The Board acknowledges that Vendor may not be the manufacturer of all the Products being supplied under this Agreement. Nonetheless, Vendor warrants that from the date of delivery, the Products shall be covered by the respective manufacturer's warranty, and Vendor shall only provide Products covered by manufacturer's warranties, including but not limited to the warranty that all Products are free from defects in materials and workmanship and will, as to substantial operational functions, conform to the current published Product specifications.

ATTACHMENT B
CPS CONTRACT TERMS

- 1.2. **Repairs and Replacements During Warranty Period.** During the warranty period, the Board shall have the option to require Vendor to repair and replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for the amount paid by the Board for the defective Product(s). Repaired or replaced Products shall be warranted for a minimum period of one (1) year from the date of completion of repairs or the date of receipt of replacement, or for the remainder of the Product's original warranty, whichever is longer. Vendor shall be responsible for all delivery and shipment costs. This warranty shall survive inspection, acceptance, payment and expiration or termination of the Agreement. Each warranty shall include, but is not limited to, the manufacturer's name, the Board's name, the School's name if applicable, the product style name, the product number, the length of the warranty, the manufacturer's contact person. Nothing within this Section shall limit or be interpreted as reducing any warranty that may be provided by Vendor or the original manufacturer of the Product to the extent that the original warranty may be more expansive than the warranty set forth in this Section.
- 1.3. **Delivery of Warranty Receipt.** Warranty information shall be provided with the delivery of the Products and when Vendor submits its invoice. Upon final acceptance of any Products delivered, Vendor shall provide to the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement every manufacturer's warranty, guarantee, parts list, and literature for each of the Products delivered to schools and/or department(s).

A letter containing all warranty information must be provided with each invoice or the invoice will not be processed. All maintenance and installation instructions for Products must be provided at that time per manufacturer recommendations. The manufacturers' warranties are in addition to and not in lieu of any other of Vendor's warranties stated herein. The Board is entitled to look to Vendor for remedy in all cases where Vendor's warranty applies regardless of whether a manufacturer's warranty also applies.
2. **Supply of Products.** Upon installation or delivery, (if installation is not applicable or required), other than as may be set forth herein, all Products will become the sole property of the Board. Vendor will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's Project Manager.
3. **Products Compliance.** All Products and any other goods, equipment or materials that may be provided or used as part of the Agreement shall comply with the applicable local, state, and federal health and safety standards, including without limitation the Consumer Protection Agency and the Federal Trade Commission standards and guidelines. If products contain software elements, Vendor shall comply with specifications for data integration and management as agreed to and set forth by and with the Board Project Manager, the Chief Information Officer, and the Department of Procurement.
4. **Products Availability and Successor Models.** If Vendor or a manufacturer/supplier cancels or discontinues a Product during the Term of the Agreement or any Renewal Term, Vendor must notify the Board within five (5) business days of Vendor's knowledge of said discontinuation or cancellation. In such an event, Vendor shall work with the Board's authorized representative to find an equivalent, acceptable product that maintains or reduces cost and, to the extent commercially possible, maintains or improves specifications as determined by the Board's authorized representative ("**Successor Model**"). The proposed Successor Model must be made available to the Board's Project Manager and the Chief Information Officer if software or

ATTACHMENT B **CPS CONTRACT TERMS**

technology is involved, and the Chief Information Officer (“CIO”) for review and approval prior to substitution. Products must be replaced with an equivalent model that meets any specification of the original item specified in the Agreement. Such replacement of a Product must be documented in accordance with the Change Management Process section of the Agreement. The absence of a written agreement documenting acceptance of the replacement product shall mean that any purchases of the replacement product shall be null and void.

5. **Product Recall.** In accordance with the notice requirements of this Agreement, Vendor shall notify the Board within forty-eight (48) hours of Vendor’s receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to the Agreement. All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make and model Product, or comparable Product in terms of quality and price, within ten (10) business days of Vendor notifying the Board of the recall. Acceptance of the comparable Product shall be at the sole discretion of the Board Project Manager, and where software and/or technology services and products are involved—by the Board’s Chief Information Officer. If the Board Project Manager rejects in writing the comparable product, Vendor shall remove all the recalled Products from the Board sites and provide a full refund for each recalled product within ten (10) business days of such written rejection if a safety issue is involved, removal shall occur within two (2) business days of Vendor’s notice of recall. Replacement of the recalled Products shall include delivery to location(s) identified by the Board and removal of the recalled Products. Delivery and removal shall be completed at no cost to the Board.
6. **Material Product Change Management.** CPS must be notified of all post go-live changes to the Products, which include changes to functionality, the introduction of additional applications, major platform upgrades, and catalogue offerings. Where Software is concerned, CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.
7. **New Products: Options.** During the Term of the Agreement or any Renewal Terms, Vendor shall may inform the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement if an addition to the Products (including without limitation any Software), provided under the Agreement may reduce costs, improve quality or efficiencies, or be otherwise beneficial to the Board. New Products must be within the scope of the Agreement. For example, as new technologies evolve during the Term of the Agreement or any Renewal Term, additional products may be offered to organizations or businesses consumers similarly situated to the Board that are within the scope of the Agreement. In such an event, Vendor shall provide to the Board the specifications, price, and any other relevant information regarding the proposed product (including a sample where requested), and the Board Project Manager, the Chief Information Officer if software or technology is involved, and the Department of Procurement shall determine if the product is within the scope of the Agreement and can be added to the Products list included within the Agreement as set forth herein. Any addition or modification to the Products list that does not amount to a material revision as defined in the Agreement shall be documented in writing in accordance with the Change Management Process section of this Agreement. The sale of any new Products shall be in accordance with the terms of the Agreement. The price for any Products added to the Products list in this manner shall reflect discounts consistent with the prices for other Products that are

ATTACHMENT B **CPS CONTRACT TERMS**

available for the Board to purchase or lease under the Agreement. The Board shall have no financial or other obligations for the sale of any product that is not included in any Products list in the Agreement at the time of the sale with the appropriate written documentation.

8. **Shipping, Freight and Risk of Loss.** Goods that are to be shipped to the Board shall be shipped using commercially reasonable standards. All shipments shall be shipped F.O.B. Destination (as indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be delivered to any location that the Board designates. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Vendor shall advise the carrier of this restriction. It is understood and agreed that the Board shall not be liable for any shipping or freight related charges unless expressly provided for in this Agreement. The Board may, at its discretion, adjust any Purchase Order, including the shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage for shipments of Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all shipments.
9. **Board's Rights to Inspect and Reject Shipments.** The Board reserves the right to inspect the delivery of goods and to perform any test the Board deems warranted to ensure the goods meet the specifications or needs of the Board. Final inspection resulting in acceptance or rejection of any goods shall not be construed as a waiver by the Board of its rights to reject the goods or to claim reimbursement or damages that are later found to be defective or not in conformance with the Agreement. Goods that are deemed by the Board, in its sole discretion, to be damaged or non-conforming must either, at the Board's discretion, be retrieved by the Vendor (at Vendor's expense) for replacement at no charge to the Board, or the Board may cancel that portion of the Purchase Order relating to nonconforming goods. At the Board's sole discretion, Vendor shall reimburse or credit the Board for goods returned by the Board as damaged or non-conforming, including refunding the shipping and freight charges.
10. **Uniform Commercial Code.** Should a court of competent jurisdiction determine that any part of this Agreement involving goods is vague, then the court shall rely on the relevant and corresponding provision(s) of Article 2 of the Uniform Commercial Code to resolve the ambiguity in the absence of a governing provision under the Agreement. To the extent the Agreement predominantly involves goods and not governed by any provision in this Agreement, then the missing terms shall be supplemented using the relevant portion of Section 2 of the Uniform Commercial Code as adopted from time to time by the Illinois General Assembly.

IV. 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.

ATTACHMENT B
CPS CONTRACT TERMS

2. **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 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).
3. **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.
4. **Press Releases; Publicity.** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board 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.
5. **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.
6. **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

ATTACHMENT B
CPS CONTRACT TERMS

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.

7. **Data Security Requirements.** Data Security policies and procedures are implemented by CPS Information Technology. Vendor agrees to comply with the ITS Special Conditions set forth in Exhibit G, attached hereto.
8. **STUDENT DATA CLAUSE.**
9. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the Agreement and shall cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
10. **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.
11. **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.
12. **Survival.** The provisions of this Section shall survive the termination or expiration of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

ATTACHMENT D
MBE/WBE COMPLIANCE DOCUMENTS

SEE ATTACHMENT TO RFP.

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 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 One Million Dollars (\$1,000,000.00) each claim and Two Million (\$2,000,000.00) in the aggregate. 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.** Sexual Abuse & Molestation Insurance must be maintained with a minimum of One Million (\$1,000,000.00) per claim and Two Million (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of services.
6. **Cyber Liability And Privacy & Security Insurance.** Cyber Liability and Privacy & Security, to cover losses including but not limited to, losses arising from a failure of computer security, or wrongful release of private information, including expenses for notification to impacted individuals

ATTACHMENT E
INSURANCE REQUIREMENTS

as required by the Board, local, state or federal laws, including any regulations or guidelines. Vendor must maintain coverage with a minimum of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of the Agreement or Vendor must secure a 2-year extended reporting provision.

7. **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.
8. **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.
9. **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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

ATTACHMENT F
COST PROPOSAL

SEE ATTACHMENT TO RFP.

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 SCHEDULE OF COMPENSATION TO BE ATTACHED TO THE CONTRACT AND INCORPORATED THEREIN (THE "SCHEDULE OF COMPENSATION"). PRICES SHALL BE FIRM AS SET FORTH IN THE SCHEDULE OF COMPENSATION 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 SCHEDULE OF COMPENSATION.

SEE ATTACHMENT TO RFP.

ATTACHMENT G **ITS SPECIAL CONDITIONS**

Information, Integrations, and Data Management are central capabilities needed to deliver information systems optimally, which is essential to realize system and service value. In addition to any other requirements and terms set forth in the Agreement, including those requirements relating to the treatment of Confidential Information and/or Student Data (where applicable), confidentiality and compliance with laws, Vendor systems capabilities and processes must meet the requirements set forth in this Exhibit. Any references to the **Solution** in this Exhibit shall be understood to include any technology product, software, platform, and related services as defined in the Agreement.

Vendor shall supply CPS's Department of Information and Technology Services ("**ITS**") with information regarding any technology product or software it licenses to CPS or that it utilizes to deliver service under the Agreement including but not limited to the security and technical environment (collectively "**Technical Information**"). Vendor is required to advise the Board's ITS Program Manager if the Technical Information for any Product(s) or Program(s) changes in any material way during the Term of this Agreement, including any Renewal Terms. Any changes that shall be documented in accordance with the Change Management Process section of the Agreement. All proposed technology products will require vetting and approval with regard to compliance with CPS safety, technical, security/privacy and academic/instructional standards.

I. General Requirements.

Vendor shall ensure that any technology product or Solution meets or exceeds CPS standards. Specifically, Vendor shall:

1. Identify an employee or employees who have relevant subject matter expertise to work in collaboration with CPS IT and business experts.
2. Ensure that the system capabilities are aligned with CPS academic and administrative data management programs, including alignment with IMS Global Standards for open operability, or allowance of open data exchange (for all data within any system) using s-FTP, 3rd party API's similar to Clever, or an open API for data exchanges.
3. Maintain logs of all activities, status, and functional state of the Solution.
4. Have an application architecture built with security as a priority, using the latest industry techniques or standard, such as FedRAMP, or ISO / IEC 27001.
5. Ensure that the environment is redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption.
6. Enable reporting and analytics (BI) for all data provided or generated.
7. Schedule routine imports and exports of data in an automated fashion.
8. Institute quality controls for data management within the user interface, and within data synchronization routines
9. Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
10. For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
11. For educational platforms, support One-roster / IMS Global protocols
12. For the rostering of Student Data, Vendor must contact the CPS EdTech team at edtech@cps.edu to discuss the auto-rostering solution that best meets the needs of the District.

II. Specific Requirements.

Vendor shall ensure that any technology product or Solution complies with CPS standards by complying with the following requirements, as applicable:

ATTACHMENT G **ITS SPECIAL CONDITIONS**

1. **Audit History.** The Solution must maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history for the duration of agreements with CPS. This includes persistence of deleted data “soft deletes” for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes.
2. **Data Integrations.** The Solution must support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the Solution must support IMS global / One-Roster protocols.
3. **Data Accessibility.** Vendor shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies, or to support CPS processes.
4. **Portability.** It is critical that CPS be able to retrieve its data and applications from the Solution and move it into different CPS environments, or directly to a new solution at the expiration or termination of the Master Agreement. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Vendor shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to Freedom of Information Act (“FOIA”) requests, Student Online Personal Protection Act (“SOPPA”) obligations, or otherwise uphold its legal obligations.
5. **Data Validation.** Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Vendor Solution will need rules to ensure referential integrity between datasets:
 - a. Ensure that primary keys in one dataset are indeed unique, even compound primary keys
 - b. Ensure that foreign keys in one file match the primary keys in another file
 - c. Validation that all other fields are well formed, and cleaned as required

In the data integration environment, it's also important that data issues can be quickly acted upon. Thus, the Vendor shall provide the following options:

- a. Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
- b. Email alerts when data issues are identified so they can quickly be escalated us when jobs are not synchronized

III. Security Requirements

The following requirements shall govern the handling and transmission of any Confidential Information under the Agreement, including (as applicable) but not limited to personally identifiable information and/or Student Data.

1. **Handling of Confidential Information.** Vendor shall protect against the unauthorized access, use, or disclosure of Confidential Information by employing industry specific best practice 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 Vendor shall:

ATTACHMENT G
ITS SPECIAL CONDITIONS

- 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. When transmitting encrypted Confidential Information via mail or electronically, Vendor shall not send any password or other information sufficient to allow decryption. Student Data shall not be transmitted via e-mail.
 - 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.
 - 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. 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.
2. **Security Requirements.** Vendor will store and process Confidential Information, including,

ATTACHMENT G **ITS SPECIAL CONDITIONS**

where applicable, any Student Data, in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in the Agreement. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any personally identifiable information (PII) collected or used by their Products. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended. Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management).

Vendor shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Vendor will 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 Student Data security practices.

Vendor agrees to share its incident response plan upon request. Vendor shall assure that all data that is transmitted between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

3. Security Safeguards. Vendor agrees to provide the following additional safeguards:

- A. Include component and system level fault tolerance and redundancy in system design.
- B. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
- C. Authentication of users at login with a 128-bit or higher encryption algorithm.
- D. Secure transmission of login credentials.
- E. Automatic password change routine.
- F. Trace user system access via a combination of system logs and Google Analytics.
- G. 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.
- H. 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.
- I. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
- J. Provide a documented disaster recovery plan that includes the following elements:
 - i. Available recovery times.
 - ii. Conduct 24x7 system monitoring that is capable of detecting potential outages.
 - iii. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
 - iv. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
 - v. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
 - vi. Include provisions for at least the following events:

ATTACHMENT G
ITS SPECIAL CONDITIONS

- (a) Fire
 - (b) Natural disaster
 - (c) Sabotage
 - (d) Accidental human error
 - (e) Flooding
 - (f) Equipment failure
 - (g) Application/database failure
 - (h) Other unlikely events
 - K. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data, where applicable) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
 - L. Prevention of hostile or unauthorized intrusion.
 - M. Perform content snapshots at least daily and retain for at least ninety (90) days
4. **Student Data Safeguards.** Vendor agrees to provide the following additional safeguards when handling, collecting, and/or transmitting Student Data:
- A. Encrypt Student Data at-rest and in-transit, including complying with TLS 1.2, AES-256, FIPS 140-2, at minimum.
 - B. Student data shall not be shared via email.
 - C. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
 - D. Screen employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Agreement do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
 - E. Backup of all Student Data at least once every twenty-four (24) hours.

IV. Software Requirements

The following requirements shall apply to the extent Vendor shall be providing a software or technology application solution for use by CPS, based upon the agreed-upon scope of services. In the event that Vendor is not delivering a software solution, licenses, or access to its application/software platform, the following terms shall be deemed inapplicable.

1. **License.** Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, royalty-free (except for fees specified in the Agreement) license to use any software that Vendor may offer as part of its performance of Services under the Agreement. Software shall mean any software and applications, regardless of the means of delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Services (collectively the “**Software**”). The Software shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of CPS except as expressly provided herein. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.
2. **Permissible Board Actions.** Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor’s Software with other vendors of the Board as may be necessary to receive and evaluate the Products and Services for the Board’s purposes.

ATTACHMENT G
ITS SPECIAL CONDITIONS

3. **Licensed Users.** Vendor shall allow CPS users to leverage their CPS Single Sign-On credentials (“SSO”) for each licensed user. Notwithstanding, if a manual account is required to establish a license then Vendor shall provide the application functionality for self service credentials and advanced password management with multi factor authentication password complexity. Unless specifically stated in the Agreement, there is no set maximum or minimum number of Board Users who will be able to access the Software. The number of Licenses provided shall be unlimited and shall be in effect through the Term or any Renewal Term, unless specifically stated otherwise in this Agreement. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Agreement, regardless of any transfer to any other CPS school during that Term.
4. **Implementation of the Software.** Where applicable or necessary, Vendor shall provide installation, configuration, and implementation services for any Software, regardless of the medium used for its delivery, so that it is accessible through the Board’s computers and other compatible devices.
5. **Software Maintenance and Support.** Vendor shall be solely responsible for maintenance and support services to the Board for any Software purchased or used as part of the Services as more fully described in the Agreement.
6. **Hosting Services.** As part of the Services provided pursuant to the Agreement, as applicable, Vendor shall host the Software on servers, hardware, components and equipment (collectively “**Infrastructure**”) that Vendor shall provide at its own cost (collectively, the “**Hosting Services**”). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor’s own expense) to assure the continued performance according to the Agreement. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Software and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term “Services” as that term is defined and used herein.
7. **Compatibility and Data Flow.** Vendor shall ensure that the Software and Services allows data to flow properly between the Board’s users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the “**Provided Resources**”) that are provided by Vendor to the Board, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the “**Board Resources**”). At all times, Vendor must reasonably cooperate and work as reasonably requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers, including without limitation the following:
 - A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution.

ATTACHMENT G
ITS SPECIAL CONDITIONS

- B. Providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services.
- C. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services.
- D. Providing reasonable access to and use of the Provided Resources.
- E. Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular services or function falls within the Scope of Services to be provided by the Board's third-party service providers (or by the Board itself), or within the Scope of Services to be provided by Vendor, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's work, as set forth in the Agreement, and it more reasonably would be associated with the scope of Vendor's work than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Vendor to any third party, such third party may be required to enter into a reasonable confidentiality agreement with Vendor and/or Board, with terms substantially equivalent to those of the Agreement regarding the protection of Confidential Information.

8. **Software Warranties and Representations.** For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, 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:

- A. **Compatibility.** The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services.
- B. **Documentation Warranty.** The documentation provided to the Board concerning the Software shall be kept current with the upgrades of the Software.
- C. **Title Warranty.** Vendor has the lawful right, power, and authority to license the Software.
- D. **Software Performance.** The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days.
- E. **Free of Defect Media Warranty.** The tapes, diskettes, flash drives, and CD-ROM and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days.
- F. **Free of Computer Viruses.** Vendor will use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software used in the performance of the Services, are free and do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms rootkits, keyloggers, redirectors, or other computer viruses into the Board's network, systems, and computers. Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable.
- G. **Not Alter Program.** Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software.
- H. **No Disabling Code.** Vendor will not knowingly cause any disabling code to be incorporated into the Software.

ATTACHMENT G
ITS SPECIAL CONDITIONS

- I. Enhancement Warranty. Any enhancements shall perform as described in the Documentation.
- J. Software Customization. Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Agreement. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

ATTACHMENT H **SERVICE LEVEL AGREEMENT**

The Board shall establish a Service Level Agreement (hereafter referred to as “**SLA**”) for the Services performed under this RFP. The SLA defines the levels of Service expected for the various areas of Service performed, divided into priorities according to the importance of the functions. The SLA shall also provide a guarantee for Services, including a means and measure for compensation in the event of breach of the terms of the SLA. The SLA shall be included in the contract and shall have the full force of contract between the Board and the successful Proposer. **The Board’s proposed SLA terms are set forth below.**

Proposer may submit as part of its Proposal suggested service level components, measures for the performance of those components, and remedies that will be available in the event the expected levels of performance on those components are not met. The final SLA must be agreed to in its entirety between the Board and the successful Proposer and shall be incorporated and made a part of the final contract. The Board reserves the right to adjust priorities and the right to implement financial disincentives for failure to meet SLA performance measures, as well as financial incentives for exceeding SLA measures.

Service Level Terms. The sections below describe the expected Service Levels Terms for the proposed service. The SLA proposed by Proposer as part of the submittal shall include at least the following components.

1. General Terms

Goals & Objectives

The **purpose** of the Service Level Targets or Terms (SLT) are to ensure that the proper service and technology commitments are clearly understood and documented within an agreement; these terms govern the delivery of solution and operational support structure.

The **SLA components** should:

- Define function, or service
- Provide clear reference to service ownership, accountability, audience, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Match perceptions of expected service provision with actual service support & delivery
- Provide process, resources, and tools to enable support of the proposed service

Penalty for Non-Performance

The Board is seeking to ensure that all SLAs and Deliverables are completed and met with the highest standards. Penalties for non-performance must be negotiated prior to contract execution. The SLA shall provide a complete description of the relief for breach of guarantee befitting the Services which were delivered and which are suitable in measure and kind to provide an incentive for successful Service delivery and proportional to the extent of breach and impact of breach to the Board. The system of relief may be as an account where debits are incurred for breach of performance. At the end of each calendar interval, monthly or quarterly, a tally is made of the account. Any balance shall be converted to liquidated damages or additional Services or credits to the Board at no additional cost. **Any liquidated damages may be assessed as set forth in the preceding sentence, such as a percentage credit or offset applied to invoices for key performance indicators that are not timely met. Such sums may be assessed as liquidated damages (and not as a penalty) in order to compensate the Board for its administrative costs**

ATTACHMENT H
SERVICE LEVEL AGREEMENT

relating to such delay, recognizing that the amount of such administrative costs may be difficult to quantify.