

REQUEST FOR QUALIFICATIONS FOR ARTS EDUCATION SERVICES

Specification No. 26-1355

Advertisement Date: July 22, 2026



Required for use by the Board of Education of the City of Chicago

DEPARTMENT OF ARTS EDUCATION

A Pre-Submittal Conference will be held on August 7 , 2026 at 2:00 P.M. Central Time (Chicago),
online at <https://meet.google.com/rax-sfzi-csa> .

Please sign-up for the Pre-Submittal Conference at the following link:
<https://docs.google.com/forms/d/e/1FAIpQLSe3mQ26VxjEV3dWeE0ZMdiag4mfFpx6qEMsjsWCecqNajAsg/viewform?usp=publish-editor>

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

**RESPONSES MUST BE RECEIVED NO LATER THAN 2 P.M. CENTRAL TIME (CHICAGO)
ON SEPTEMBER 11, 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

SEAN B. HARDEN
PRESIDENT

MACQULINE KING, ED.D
CHIEF EXECUTIVE OFFICER

PATRICIA HERNANDEZ
CHIEF PROCUREMENT OFFICER

[Current Bid/RFQ/RFQ Information](#)

TABLE OF CONTENTS

- I. General Invitation and Instructions
- II. Scope of Work
- III. Submittal Requirements
- IV. Evaluation Criteria and Basis of Qualification
- V. Respondent'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: Cost Proposal
- Attachment G: Vendor Information
- Attachment H: CPS Arts Education Plan
- Attachment I: Interrogatories
- Attachment J: Student Data Exhibit

I. GENERAL INVITATION AND INSTRUCTIONS

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

Downloading Solicitations/Addenda.

The RFQ document, all attachments, and any addenda to this RFQ are available for download from the Board's web site at: [Contracting Opportunities | Chicago Public Schools](#)

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

Questions.

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

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

QUESTIONS REGARDING THIS RFQ MUST BE RECEIVED NO LATER THAN August 3, 2026 AT 2:00P.M. CENTRAL TIME (Chicago) THROUGH THE FOLLOWING EMAIL: ddelgadovillarreal@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 Arts Partners 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 RFQ that are deemed necessary by the Chief Procurement Officer before the due date of Responses will be made in the form of an addendum issued by the Department of Procurement. A copy of any such addendum will be posted on the Office of Procurement website at [Contracting Opportunities | Chicago Public Schools](#). Failure on the part of the Respondent to receive any written addenda will not be grounds for withdrawal of an RFQ. Arts Partners must acknowledge receipt of each addendum issued on the RFQ Execution Page.

Errors, Omissions and Withdrawals of Responses.

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

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

I. GENERAL INVITATION AND INSTRUCTIONS

Response. Resubmission of a withdrawn Response will be considered a new Response and must be submitted prior to the due date.

Exceptions to CPS Contract Terms.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

II. SCOPE OF WORK

A. Introduction

The Board is seeking strategic partners ("Arts Partners") to provide high-quality arts education services to serve as supplemental student learning experiences, in addition to the existing arts education provided by licensed arts education teachers. All services must directly advance the goals outlined in **Success 2029: Together We Rise** and the **CPS Arts Education Plan 2.0: Cultivating Creativity**, included here as Attachment H.

Arts Partners are expected to align their instruction to the **Illinois Arts Learning Standards** and other best practices in contemporary arts education.

B. Artistic Disciplines

Arts Education Services are defined as any arts-based programming in which students participate either in-school or outside of traditional school hours; this includes programs that take place after school and those that are held during the summer months or other breaks.

Services may be provided directly to schools or to the Central Office Department of Arts Education across the following disciplines: *Music, Dance, Theatre, Visual Arts, Media Arts, and Literary Arts/Creative Writing*, and the *integration* of any of these disciplines among other academic subjects.

C. Categories of Arts Education Services: Below is a list of potential categories of needed services. Should additional categories be required or requested please include those in the interrogatory responses.

- **Residencies:** An artistic program within a given school in which a teaching artist(s) implements an arts-learning curriculum over the course of several weeks or months, typically in conjunction with CPS classroom instructors. Residencies have consistent weekly schedules that engage the same students over time and scaffolded experiences for students.
- **Workshops, Master Classes, & Performances:** A shorter form program in which students engage in arts-based discussions or experiences, often from a professional working artist. Workshop content does not connect to a broader scope of learning, exposes students to different experiences and unique artists, and does not have a regular schedule.
- **Field Trips:** A classroom visit to a cultural institution, museum, or Arts Partner's facilities for an arts-related educational experience or performance. Field Trips are one-time occurrences or may be part of a series.
- **Arts Integration:** A dual-objective approach where arts disciplines and other academic subjects are co-taught and instructional materials are co-developed with CPS educators to achieve mastery in both sets of standards.
- **Creative Workforce Development & Career Pathways:** Programs specifically designed for middle and high school students that bridge arts instruction with professional industry standards. This includes pre-apprenticeships, technical certification support, creative entrepreneurship training, and portfolio/audition preparation for postsecondary transitions

II. SCOPE OF WORK

D. General Conditions for Arts Education Services:

To maintain the District's standards for equity and operational coherence, all Arts Partners must adhere to the following:

- **Instructional Equity & Bias-Free Content:** All content must be culturally responsive and free from bias across race, religion, ethnicity, gender, and identity. Arts Partners must demonstrate how their resources reflect the contributions of African-American, Latinx, Asian, Indigenous, and LGBTQIA+ communities, as well as other historically marginalized groups.
- **Technological Coherence:** Arts Partners may only utilize District-approved educational technology. **Proprietary software or "Shadow IT" platforms outside of the District's approved ecosystem will not be considered.**
- **Adaptive Alignment:** Arts Partners are required to modify content throughout the contract term to remain in alignment with evolving District frameworks and accountability metrics.
- **Instructional Minutes & Teacher of Record:** Arts Partner services **do not** count toward official student instructional minutes. Arts Partners are prohibited from being listed as the "Teacher of Record", and will not be granted access to ASPEN or Gradebook, and they cannot provide letter grades to students.
- **No Supplanting:** Arts Partner services must **enhance, not replace**, the presence of licensed/endorsed arts educators. Services obtained through this RFQ are meant to be in addition to a school's arts catalogue and cannot be used to justify the reduction of school-based arts staff or to obviate a school's hiring responsibilities. The Department of Arts Education will monitor the total value of services per school to ensure that financial resources are not being over utilized. This may include, but not limited to, fiscal monitoring; hour audits; and other such usage reports to ensure that the partnership is not being misused.
- **Active Supervision:** A certified ISBE-licensed CPS employee must be present and provide active supervision at all times during service delivery.
- **Fiscal Monitoring:** Arts Partners shall submit quarterly reports to the Department of Arts Education noting which schools have hired them; how many hours they spend at the school per week; and the monetary cost of the instructional hours if applicable.

II. SCOPE OF WORK

III. SUBMITTAL REQUIREMENTS

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

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

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

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

1. **artlook@Map Profile Management:** Maintaining an accurate profile is a non-negotiable prerequisite for remaining an active and recognized partner within the District. To ensure District-wide visibility and data integrity, Respondents must:

- A. Submit evidence (screenshot) that their **artlook@Map** partner profile is current and comprehensive.
- B. Provide a formal statement committing to quarterly profile updates (maximum 100 words).
- C. Reach out to artlook@ingenuity-inc.org to support creating an **artlook@Map Profile**.

2. **Shared Commitment to Professional Growth and Quality:** *Maximum 200 words.*
Provide a statement affirming the organization's acknowledgement that:

- A. The Arts Partner commits to full participation in future quality systems, including the forthcoming Ingenuity **Arts Partner Standards of Practice (APSP)** Designation process.
- B. The Arts Partner acknowledges that evolving District expectations regarding equity, data usage, and instructional practice may require the refinement of current programming and staff support.
- C. The Arts Partner acknowledges that failure to participate in the APSP Designation process and/or maintain artlook@Map data may eligibility to renew their contract in the future.

III. **SUBMITTAL REQUIREMENTS**

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

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

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

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

F. **Financial Statements.** Copies of audited financial statements (or tax returns signed by the preparer, only if audited financial statements are not available) for the three (3) previous fiscal years and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Respondent(s).

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

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

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

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

III. **SUBMITTAL REQUIREMENTS**

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

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

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

N. **MBE/WBE Compliance Documents (Attachment D).** 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 Response. Proposed MBEs and WBEs must be identified through the submission of the Forms 100, 101, 102 (if applicable), 103A, 103B (if applicable), 104 and 106 (if applicable). Once identified, if any substitution of any MBE and/or WBE organization must occur, it must be approved by the Business Enterprise Development team. 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, Respondent shall adhere to the minimum goals of 30% MBE and 7% WBE established by the team 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=5C82DBCBF1AAAF5. 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 Response.

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

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

S. **Implementation and/or Management Plan.** Respondent shall provide an Implementation/Management Plan indicating how it will perform the Scope of Work described in this RFQ. Respondent 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 Respondent's approach to providing work, including without limitation project management, scheduling, budget management and quality management.

T. **Interrogatories (Attachment I).** Provide a detailed response to each Interrogatory Item in Attachment I. Your response must be entered in the provided space. If a question is left unanswered,

III. **SUBMITTAL REQUIREMENTS**

the Proposer may be deemed non-responsive. If a specific Interrogatory is not applicable to your offering, respond with NA.

U. **Vendor Information for Pools (Attachment G)**. Respondent must complete the information contained in each column of the spreadsheet attached as Attachment G. Respondents are not permitted to modify, revise, or move the columns or column headers of this Attachment. "Extension Number" and "Category Award" may be left blank.

V. **Student Data Exhibit (Attachment J)**. The Respondent must complete a Student Data Exhibit, attached hereto as Attachment J, detailing the data elements collected by the Services for which Respondent seeks prequalification. This exhibit shall be incorporated into the awarded contract, if applicable. Failure to truthfully and comprehensively complete Attachment J may result in Respondent's removal from the pre-qualification list and/or the Pool.

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

IV. EVALUATION CRITERIA AND BASIS OF AWARD

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

1. SELECTION PROCESS.

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

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

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

2. EVALUATION CRITERIA.

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

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

IV. **EVALUATION CRITERIA AND BASIS OF AWARD**

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

3. **BASIS OF AWARD.**

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

V. RESPONDENT'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. **26-1355** containing a full set of documents, including: 1) General Invitation and Instructions; 2) Scope of Work; 3) Submittal Requirements; 4) Evaluation Criteria and Basis of Award; 5) Respondent's Execution Page; 6) Attachments A, B, C, D, E, F, G, H, I, and J. Respondent is responsible for reading and understanding all sections of this RFQ and affirms that Respondent shall be bound by all of the terms and conditions contained in this RFQ.

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

FREEDOM OF INFORMATION ACT NOTICE

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

RESPONDENT'S NAME: _____ ADDRESS: _____

BY: _____ CITY/STATE: _____
(Signature)

NAME: _____ TELEPHONE: _____
(Printed)

TITLE: _____ Subscribed and Sworn to before me
this ____ day of _____, 20__

ATTEST BY: _____
(Signature) _____
Notary Public Signature

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

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

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

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

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

I. GENERAL TERMS & CONDITIONS

1. **Term of the Agreement.** This Agreement will commence on November 1, 2026 and end on October 31, 2029 (the "**Term**") ***[DATES SUBJECT TO CHANGE BASED ON TIMING OF AWARD]***. The Agreement may be renewed at the Board's sole option for two (2) successive period(s) of three (3) years each (the "**Renewal Term**"). For the purpose of this Agreement, "**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. The Renewal Term may be exercised collectively or in individual renewal terms. The 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 purpose 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 execution. Each SOW shall be subject to the terms of the Agreement.

ATTACHMENT B
CPS CONTRACT TERMS

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

ATTACHMENT B
CPS CONTRACT TERMS

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 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 F. 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

ATTACHMENT B
CPS CONTRACT TERMS

unique identification number, and its own terms and conditions, which terms and conditions shall supplement but not be applied to be inconsistent with this Agreement.

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

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

ATTACHMENT B
CPS CONTRACT TERMS

all Services effectively, efficiently and to the satisfaction of the CPO. Vendor shall retain and utilize, as required by law or by the Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of goods and/or Services or payment for the same by the Board does not relieve Vendor of its responsibility for the professional skill, care, 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.

ATTACHMENT B
CPS CONTRACT TERMS

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 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.

ATTACHMENT B
CPS CONTRACT TERMS

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

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

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

ATTACHMENT B
CPS CONTRACT TERMS

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

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

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

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

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

ATTACHMENT B
CPS CONTRACT TERMS

other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default.

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

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

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

10. Intellectual Property.

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

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

ATTACHMENT B
CPS CONTRACT TERMS

restored or replaced at Vendor's expense.

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

ATTACHMENT B
CPS CONTRACT TERMS

to the Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”), the Children’s Online Privacy Protection Act (“**COPPA**”), and any others relating to non-discrimination and as applicable. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

- 11.7. Good Standing. Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Agreement.
- 11.8. Authorization. If Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Agreement which shall constitute valid, binding obligations of Vendor.
- 11.9. Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Agreement.
- 11.10. Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to the Agreement or as an inducement for award of the Agreement.
- 11.11. Freedom from Communicable Disease. Vendor shall require all persons assigned to perform any work under the Scope of Work to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.
- 11.12. Contractor’s Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct as of the effective date of this Agreement. Vendor has an ongoing duty to promptly notify the Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- 11.13. Third Parties’ Property and Information. In performing and delivering the Services under the Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party’s confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing, and other rights 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.
- 1.1. Debarment and Suspension. Vendor certifies, to the best of its knowledge and belief,

ATTACHMENT B
CPS CONTRACT TERMS

after due inquiry, that:

- A. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33E).
- B. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.
- C. It, its principals, or its subcontractors providing any of the Scope of Work under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

11.15. **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.

11.16. **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

ATTACHMENT B
CPS CONTRACT TERMS

platform or by other means. "Mandatory training" shall also include any individualized trainings assigned to any specific Vendor Staff member by the Chief Executive Officer, Chief Title IX Officer, or their designee, and must be completed according to the individualized training plan provided to the Vendor Staff. All Vendor's Staff who might be in contact with any CPS student during any term of the Agreement must complete mandatory trainings prior to having contact with CPS students or in accordance with the individualized training plan provided to the Vendor Staff. It shall be the responsibility of each Vendor to ensure that each member of Vendor's Staff complies with all mandatory training requirements.

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

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

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

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

ATTACHMENT B
CPS CONTRACT TERMS

subjected to any required Background Check.

- 12.5. **Remedies and Liquidated Damages.** If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in the Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating the Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under the Agreement or by law or equity.

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

13. **Research Activities 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

ATTACHMENT B
CPS CONTRACT TERMS

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

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

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

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

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

ATTACHMENT B
CPS CONTRACT TERMS

Information and data in Vendor's possession. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed.

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

ATTACHMENT B
CPS CONTRACT TERMS

[cutive-Order-No-2014-1.pdf](#); and, any applicable regulations issued by the Board's CPO.

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

25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
26. **Joint and Several Liability.** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.
27. **Survival.** On expiration or termination of this Agreement, the respective rights and obligations of the Parties shall survive to the extent necessary to carry out the intentions of the Parties under this Agreement, including but not limited to all express and implied warranties and indemnifications as provided elsewhere in this Agreement.
28. **Severability.** If a court having proper jurisdiction over the Parties and this Agreement shall determine that any portion of this Agreement is invalid or unenforceable, then that part shall be stricken, and the remainder of the Agreement shall remain in full force and effect.
29. **Counterparts and Electronic Signatures.** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
30. **Entire Agreement.** The Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect. Unless expressly provided in this Agreement, the Parties other dealings, including other agreements, are to be treated as separate and independent of this Agreement.
31. **Controlling Agreement.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Agreement. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the goods 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 Teaching and Learning 42 W. Madison Street Chicago, Illinois 60602
------------------	---

ATTACHMENT B
CPS CONTRACT TERMS

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

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

II. SPECIFIC TERMS & CONDITIONS

1. Student Service Restrictions.

- a. No Home Visitations. No Vendor Staff shall visit the home residence of any CPS student to provide Services under this Agreement.
 - b. No Student Transport. Neither Vendor nor any of its Staff shall transport any CPS student in private vehicles. All transportation must be through a Board approved transportation provider in coordination with the School Principal and in compliance with the Board's Student Travel Policy (21-0922-PO2), and, in each case, such travel must be approved by the parent/guardian of each participating student in writing.
 - c. Communications with Students. Except as otherwise approved through the Executive Director of the Office of Teaching and Learning, any direct communication between Vendor's Staff and any CPS student must be conducted on Provider-owned/contracted networks only, whether e-mail, text messaging, telephone, or Internet communications and in compliance with the Board's Acceptable Use Policy. Provider's Staff shall not use personal computers and/or personal electronic devices to provide Services under this Agreement. Provider and its Staff must promptly provide all data or records related to CPS student communications with Provider or its Staff that may be requested by the Board from time to time. Provider agrees that the Board shall have an express right to review and receive copies of all such communication upon request.
- 2. Minimum Age Requirement.** Vendor represents and warrants that it will not employ any individual under the age of twenty-one (21) years of age to provide Services under this Contract.
- 3. Abused And Neglected Child Reporting Act.** If Vendor or any of its employees, agents or subcontractors becomes aware of any suspected case of child abuse or neglect as described in the Abused and Neglected Child Reporting Act (325 ILCS 5/1 *et seq.*, as amended), Vendor or such persons shall notify the proper state, city and local authorities.

III. DATA SECURITY & CONFIDENTIALITY TERMS

1. **Confidential Information.** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Such Confidential Information may include, but is not limited to: Student Data (hereinafter defined, if applicable), employee data, technical data and specifications, software, ideas, budget

ATTACHMENT B
CPS CONTRACT TERMS

figures, operational details, unpublished school information, financial information, access control and/or system logs, and business plans. It is understood and agreed that Confidential Information may also include proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information will not include information that is: (i) part of or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating this Agreement and any other agreements with the Board.

2. **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

ATTACHMENT B
CPS CONTRACT TERMS

knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, both suspected or confirmed (“**Data Security Incident**”), it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four hours from Vendor receiving notice of the Data Security Incident via electronic and certified mail to the Board’s General Counsel, Chief Information Officer, and Chief Procurement Officer; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such Data Security Incident, including the discharge of the Board’s duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such Data Security Incident, including, providing notification to and offering remedies to the affected persons. Vendor shall bear the losses and expenses (including attorneys’ fees) associated with a Data Security Incident, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the Data Security Incident including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as directed by the Board.

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 ____, attached hereto.
8. **Compliance with SOPPA and FERPA.**
 - 8.1. **Information Status.** The Parties acknowledge that any Student Data shared or collected hereunder constitutes “Covered Information” as defined under SOPPA and “Personally Identifiable Information” as contemplated in FERPA. Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et seq.*) (SOPPA), the Federal Educational Rights and Privacy Act (20 CFR §1232g; 34 CFR §99 *et seq.*) (FERPA), and the Board’s Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Student Data hereunder shall be made by and received from the Board’s authorized SOPPA representative, at privacyoffice@cps.edu (the “**CPS SOPPA Representative**”).
 - 8.2. **School Official Status.** Vendor acknowledges that it: (i) is acting as a “school official” with a legitimate educational interest as defined by FERPA; (ii) is performing an institutional service or function under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Student Data; (iii) shall use and maintain the Student Data only for a purpose authorized by the Board in accordance with the Board’s instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.
 - 8.3. **Student Data.** “**Student Data**” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology or Vendor product(s) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For the purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

ATTACHMENT B
CPS CONTRACT TERMS

- 8.4. De-Identified Data. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information for handling and transmission purposes, and shall be treated as such unless expressly provided otherwise in this Agreement.
- 8.5. Compliance Obligations. Vendor shall comply with all requirements set forth in SOPPA, FERPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein. Specifically, Vendor agrees to comply with the following requirements:
- A. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement. Vendor shall comply with the requirements set forth in Exhibit _____, "ITS Special Conditions," attached herein.
 - B. SOPPA Breach. If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall follow the requirements herein for a Data Security Incident. If the Data Security Incident qualifies as a Breach under SOPPA, as determined by the Board, Vendor shall ensure that its notification and remedy process complies with the specific requirements of SOPPA.
 - C. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
 - i. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - ii. Vendor shall appoint a data request manager to receive and process requests to delete Student Data as further described below.
 - iii. Upon receipt of a request to delete a student's Student Data from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Student Data within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Student Data.
 - iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Student Data if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.
 - D. Publication.
 - i. Identify, through a completed Student Data Exhibit, attached as Exhibit _____ :

ATTACHMENT B
CPS CONTRACT TERMS

- a. An explanation of the Student Data that Vendor will collect pursuant to this Agreement;
 - b. An explanation of the purpose for which Vendor collects the Student Data, including how it is used in the provision of Products and/or Services;
 - c. A list of any subcontractors or third-party affiliates to which Student Data may, has been, or will be disclosed. Vendor is prohibited from sharing Student Data with any contractors or third parties without executing a Student Data Exhibit to be incorporated into a written agreement between the Parties. Vendor must keep this list current at all times by submitting an amended Student Data Exhibit to CPS ITS; and
 - d. A link to Vendor's privacy policy.
- ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose the Student Data Exhibit.
- E. Vendor Prohibitions. Vendor is prohibited from:
- i. Using the information acquired through this Agreement—e.g. Student Data—to market or advertise (using any medium or venue) to CPS staff, schools, students or their parents/legal guardians.
 - ii. Collecting Student Data from CPS staff or students outside of the permissions granted under this Agreement.
 - iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application, to amass a profile about a student.
 - iv. Selling, renting, leasing, or trading a student's information, including Student Data.
 - v. Disclosing Student Data, except for circumstances authorized under this Agreement.
 - vi. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.
- F. Additional Obligations.
- i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data and handle Data Security Incident(s) in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
 - ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than as approved to provide the Services by the Board. No Services provided hereunder shall be delivered using a platform, software, website, or online or mobile application operated by an entity other than Vendor without express contractual authorization.
 - iii. Successor Entities. In the case of Vendor merger or acquisition by

ATTACHMENT B
CPS CONTRACT TERMS

another entity, Vendor shall require successor entities to agree to protect Student Data in a manner no less stringent than the terms of this Agreement.

- iv. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Student Data, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor shall only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
- v. Requests for Inspection and Review.
 - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Student Data as further described below.
 - c. Upon receipt of a request to inspect and review the student's Student Data from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
 - d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- vi. Request for Corrections of Factual Inaccuracies.
 - a. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data.
 - c. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
 - d. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
 - e. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- vii. Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does not have the right to sell or trade Student Data.
- viii. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access

ATTACHMENT B
CPS CONTRACT TERMS

will be logged.

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 this 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 RFQ.

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

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

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

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

ATTACHMENT E **INSURANCE REQUIREMENTS**

Vendor, at its own 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) per occurrence. 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 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

ATTACHMENT E
INSURANCE REQUIREMENTS

occurrenceCoverage 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 RFQ.

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

COMPENSATION FOR SERVICES AND PRODUCTS DURING THE TERM SHALL BE PAYABLE IN ACCORDANCE WITH THE 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 RFQ.

ATTACHMENT H
CPS Arts Education Plan

SEE ATTACHMENT TO RFQ.

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

Respondent must complete the information contained in each column of the spreadsheet attached as Attachment G. Respondents are not permitted to modify, revise, or move the columns or column headers of this Attachment. "Extension Number" and "Category Award" may be left blank.

SEE ATTACHMENT TO RFQ.

ATTACHMENT H
CPS Arts Education Plan

Arts Education Plan 2.0: Cultivating Creativity

The Arts Education Plan 2.0 is a bold and forward-looking vision for what is possible for arts education in every school, for every student, across every neighborhood.

The plan is centered around two key goals: expanding access to well-resourced, developmentally appropriate arts instruction delivered by certified educators; and establishing a districtwide standard for high-quality instruction through rigorous curricula, professional development, strong arts partnerships, and robust data systems. This dual focus on access and quality aims to create meaningful, transformative arts experiences that support student expression, academic success, and social-emotional growth.

Realizing this vision will take the collective effort of CPS educators, families, school leaders, cultural institutions, and civic partners. Together, the district and its broader community are working to embed the arts as a core part of every child's education—and to ensure that creativity and equity go hand in hand.

The Arts Education Plan aligns with CPS's goals of promoting equity, excellence, and engagement. By prioritizing arts education, we advance equity by ensuring all students can experience its transformative power. The plan supports excellence through rigorous programming that meets high standards and fosters engagement by creating vibrant, culturally responsive environments that reflect our diverse communities.

ATTACHMENT J
STUDENT DATA EXHIBIT

This Student Data Exhibit (“**Student Data Exhibit**” or “**Exhibit**”) will be conducted pursuant to the terms and conditions of the Agreement by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”), and the Vendor. Defined terms used in this Student Data Exhibit will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Student Data Exhibit and the Agreement, the Agreement shall govern and control.

The purpose of this Exhibit is to address student data 1) collection, 2) disclosure, 3) sharing, and 4) use by Vendor, in the process of providing services to CPS, and is required by The Student Online Personal Protection Act (“SOPPA”) and The Family Educational Rights and Privacy Act (“FERPA”).

Using, accessing, collecting, sharing, processing, handling, or otherwise interacting with Student Data (collectively, “**Use**” or “**Using**”) during the course of the Parties’ relationship must be expressly disclosed in this Exhibit. In accordance with FERPA, SOPPA and other applicable laws, any Use of Student Data not explicitly disclosed herein is strictly prohibited. The term Use or Using shall be interpreted broadly; relying on semantic distinctions to justify the undisclosed Use of Student Data is prohibited and constitutes a material breach of this Agreement. When in doubt as to whether Student Data will be Used, Provider must err on the side of disclosure.

Throughout the course of the Agreement, Provider must ensure that all information in this Exhibit remains accurate, current, and complete. Provider shall not disclose or permit the Use of Student Data by any third party or subcontractor unless that party is explicitly disclosed in this Exhibit and contractually bound by the data protection obligations at least as restrictive as those in the Agreement.

Vendor must strictly comply with all data disclosure and protection requirements set forth in this Exhibit and the Agreement. These obligations remain in full force and effect regardless of whether Provider obtains a separate consent form, or requires acceptance of any terms of service, terms of use, end-user license agreements, privacy policies, or other click-through agreements directly from a parent, guardian, or eligible student.

Provider is to Select Either Option 1 or 2:

- ☐ **OPTION 1: STUDENT DATA WILL NOT BE USED.** By selecting this option, Provider represents and warrants that it will **NOT** Use Student Data to provide the products and services in the Agreement. Any Use of Student Data without prior written approval from the Board constitutes a material breach of the Agreement and violations of all applicable laws. If you select this option, please proceed to Section V (Signature Section) below to complete and sign this SDE.
- ☐ **OPTION 2: STUDENT DATA WILL BE USED.** Provider declares that it requires the Student Data elements selected below to provide the products and services in the Agreement. Provider’s Use of Student Data is strictly limited to the datapoints Provider has selected below. Please complete Sections I through V below.

I. STUDENT DATA TO BE USED

Provider shall Use the Student Data identified below solely for the purposes specified under each respective category:

- ☐ Name
- ☐ Rostering and Tracking
 - ☐ Reporting
 - ☐ Other: _____

ATTACHMENT J
STUDENT DATA EXHIBIT

- ☐ Email Address
 - ☐ Authentication and Unique Identifier
 - ☐ Email Notifications
 - ☐ Rostering
 - ☐ Other: _____

- ☐ Grade Level
 - ☐ Delivery of grade level specific content
 - ☐ Matching students with proper curriculum for use of the platform
 - ☐ Rostering
 - ☐ Reporting for Teachers and Staff
 - ☐ Other: _____

- ☐ Classroom
 - ☐ Matching students with proper curriculum
 - ☐ Rostering
 - ☐ Reporting for CPS teachers and staff
 - ☐ Other: _____

- ☐ Teacher
 - ☐ Matching students with proper curriculum for use of the platform
 - ☐ Rostering
 - ☐ Reporting for CPS Teachers and Staff
 - ☐ Other: _____

- ☐ School
 - ☐ Matching students with proper curriculum for use of the platform
 - ☐ Rostering
 - ☐ Reporting for CPS Teachers and Staff
 - ☐ Other: _____

- ☐ Language
 - ☐ Use of the platform in Student's primary language
 - ☐ Reporting for CPS Teachers and Staff
 - ☐ Other: _____

- ☐ Age - Use of date of birth is not permitted except upon showing a compelling need
 - ☐ Rostering
 - ☐ Reporting for CPS Teachers and Staff
 - ☐ To ensure that only age appropriate content is presented to the Student
 - ☐ To match the Student with prospective colleges and/or scholarship opportunities
 - ☐ To be used to tailor effective counseling for Social Emotional Learning

ATTACHMENT J
STUDENT DATA EXHIBIT

- ☐ Other: _____
- ☐ Student ID
- ☐ Rostering
 - ☐ Reporting for CPS Teachers and Staff
 - ☐ Other: _____
- ☐ Username
- ☐ Logging onto the Platform
 - ☐ Identification of Student on the Platform
 - ☐ Other: _____
- ☐ Password
- ☐ Logging onto the Platform
 - ☐ Other: _____
- ☐ Student Grades
- ☐ Benchmarking Student progress
 - ☐ To match the Student with prospective colleges and/or scholarship opportunities
 - ☐ Other: _____
- ☐ Student Test Scores
- ☐ Benchmarking Student progress
 - ☐ To match the Student with prospective colleges and/or scholarship opportunities
 - ☐ Other: _____
- ☐ Survey Responses (non PII only) *Cannot be used for Marketing Purposes/SOPPA Prohibited*
- ☐ Benchmarking Student progress
 - ☐ Reporting purposes for questions created by CPS staff or teachers (No PII)
 - ☐ Other: _____
- ☐ IP Address
- ☐ Logging
 - ☐ Auditing
 - ☐ Security
 - ☐ Other: _____
- ☐ Student Generated Content
- ☐ Storing Assessment Responses
 - ☐ Storing Student Projects
 - ☐ Storing Grades and Subject Progress
 - ☐ Other: _____
- ☐ Gender - Use of data about a student gender is prohibited, except for these limited reasons:
- ☐ To tailor effective counseling for Social Emotional Learning

ATTACHMENT J
STUDENT DATA EXHIBIT

- ☐ To match the Student with prospective colleges and/or scholarship opportunities
- ☐ To ensure an equal and bias free experience (i.e. in relation to assessment questions)
- ☐ For reporting for CPS teachers and staff.
- ☐ Other: _____

- ☐ Race/Ethnicity: Use of data about a student race/ethnicity is prohibited and use are limited to these reasons only:
- ☐ To tailor effective counseling for Social Emotional Learning
 - ☐ To match the Student with prospective colleges and/or scholarship opportunities
 - ☐ To ensure an equal and bias free experience (i.e. in relation to assessment questions)
 - ☐ For reporting for CPS teachers and staff.
 - ☐ Other: _____

Provider must disclose below all other Student Data it might Use that is not disclosed above. Please use additional pages as needed. Any additional pages should be included in this Exhibit.

- ☐ Other: _____
☐ Purpose: _____
- ☐ Other: _____
☐ Purpose: _____
- ☐ Other: _____
☐ Purpose: _____

II. DATA SECURITY & INTEGRATIONS

Provider must integrate with CPS' approved identity provider and rostering solution. Student Data shall not be transmitted through email. Provider must integrate with CPS Single Sign-on. Exchange data may be accomplished using s-FTP, API, and/or web services if applicable. Authentication mechanisms and integration must comply with the Agreement, and must be compatible with the latest version of SAML protocol, or other CPS approved SSO service platforms (Google SSO, SAML, OAuth, OpenID Connect, WS-Federation, CAS).

III. DISCLOSURE OF STUDENT DATA TO THIRD PARTIES

Vendor must disclose all the entities with whom it might share or store Student Data, and disclose the reasons for sharing or storing the Student Data. If a third-party is not named herein, it is prohibited from Using Student Data.

If additional space is needed, add an attachment to this Exhibit.

Name of Third-Party or Subprocessors	Student Data To Be Used and Reason(s) for Using

ATTACHMENT J
STUDENT DATA EXHIBIT

IV. WEBSITE ADDRESS HOUSING PRIVACY POLICY

Vendor must provide a link to its privacy policy here (insert the link to address):

_____. Vendor agrees and acknowledges that any terms and conditions that conflict with the Agreement and this SDE are waived and shall not be given effect.

V. SIGNATURE

By the signature below, Vendor has read and understood the entirety of this SDE. Vendorr attests that the information disclosed herein is accurate, current and complete. Provider affirms its ongoing duty to update all information in this SDE as they change.

For:

Signature: _____

Name: _____

Title: _____

Date: _____