

Specification No.: 15-350038
Advertisement Date: 8/31/15

REQUEST FOR PROPOSALS
FOR
INFORMATION TECHNOLOGY AND SECURITY SYSTEMS MANAGEMENT, MONITORING AND
MAINTENANCE SERVICES

FOR THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO

Required for use by the Office of Information & Technology Services

Contract Period: The Contract will commence on July 1, 2016 and end on June 30, 2019. The Board will have two (2) options to renew the Contract for periods of one (1) year each.

ONE (1) ORIGINAL HARD COPY SWORN BEFORE A NOTARY PUBLIC OF THE PROPOSAL IS TO BE PROVIDED AND ONE (1) DUPLICATE ELECTRONIC VERSION OF THE PROPOSAL IS TO BE PROVIDED. THE ELECTRONIC VERSION MAY BE PROVIDED VIA USB DRIVE OR VIA THE BONFIRE WEBSITE LINK SET FORTH BELOW. FORMAT REQUIREMENTS FOR BOTH HARD COPIES AND ELECTRONIC COPIES ARE MORE SPECIFICALLY DESCRIBED IN THE SUBMITTAL REQUIREMENTS OF THIS REQUEST FOR PROPOSALS. EACH SUBMITTAL SECTION OF THE RESPONSE MUST BE SEPARATED INTO A DIFFERENT FILE IN THE ELECTRONIC VERSION. THE ELECTRONIC VERSION MUST CONTAIN ALL THE INFORMATION THAT THE HARD COPY CONTAINS, INCLUDING THE FINANCIAL DOCUMENTS. IF RESPONDENT DESIGNATES ANY PORTION OF ITS SUBMITTAL AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT ("FOIA"), RESPONDENT SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED RESPONSE.

WE STRONGLY ENCOURAGE YOU TO SUBMIT YOUR ELECTRONIC VERSION VIA THE FOLLOWING BONFIRE WEBSITE LINK:

<https://cps.bonfirehub.com/portal/secure/6e54bb8e577c63fceffb0b33b5bcc5b>

ALL PROPOSALS SHALL BE ADDRESSED AND RETURNED TO:

**Sébastien de Longeaux
Chief Procurement Officer
Department of Procurement
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602**

PROPOSALS MUST BE RECEIVED NO LATER THAN WEDNESDAY, SEPTEMBER 30, 2015 AT 11 A.M., CENTRAL STANDARD TIME AT THE ABOVE ADDRESS AND VIA THE BONFIRE WEBSITE. LATE PROPOSALS WILL NOT BE ACCEPTED.

A Pre-Submittal Conference will be held on Thursday, September 17, 2015 at 1:30 p.m. Central Standard Time, at the Chicago Public Schools Headquarters, 42 W. Madison, Garden Level Floor, Room GC113 Chicago, Illinois. Attendance is not mandatory, but encouraged. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conference.

ISSUED BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS

**RAHM EMANUEL
MAYOR**

**FORREST CLAYPOOL
CHIEF EXECUTIVE OFFICER**

**FRANK CLARK
PRESIDENT
CHICAGO BOARD OF EDUCATION**

**SÉBASTIEN DE LONGEAUX
CHIEF PROCUREMENT OFFICER**

**For current Bid/RFQ/RFP information log in at:
www.csc.cps.k12.il.us/purchasing**

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I. GENERAL INVITATION

REQUEST FOR PROPOSALS (RFP) FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

The Board of Education of the City of Chicago (the "Board") invites the submission of proposals from firms ("Proposers") that wish to provide IT and security systems management, monitoring and monitoring services ("Services") to the Board. The Board reserves the right to (i) select one or more Proposers to provide the services outlined herein; (ii) reject any and all proposals; and (iii) identify any areas where a conflict of interest may require limitations on a Proposer.

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

The sworn hard copy of the Proposals and any electronic version submitted via USB drive shall be submitted in sealed envelopes or packages. The outside of the envelope or package must clearly indicate the name of the project ("Cellular Services, Equipment, Applications, Accessories, and Support Services RFP"), the time and dates specified for receipt (11:00 A.M., September 30, 2015), and the name and address of the Proposer, and whether Proposer is submitting the electronic version USB drive that is contained in the envelope/package, or is submitting it via the Bonfire website link described on the Cover Page and in the Submittal Requirements.

Respondents shall be responsible for successful submission to the Chief Procurement Officer before the advertised date and hour for the receipt of the responses. If the submittal is delayed beyond the date and hour set for the response receipt, responses thus delayed will not be considered and will be rejected.

Proposer shall bear all costs of responding to this proposal.

Downloading Solicitations/Clarifications/Addenda:

The RFP document, all attachments, and any clarifications and addenda to this RFP are available for download from the Board's web site at: <http://www.csc.cps.k12.il.us/purchasing/>

The Board will be responsible for posting FCC Form 470 with the Schools & Libraries Division of USAC (defined below) concurrent with the release of the RFP.

Questions:

If a Proposer is in doubt as to the true meaning of a part of this RFP, Proposer may submit a written request for clarification.

NOTE: ALL QUESTIONS REGARDING THIS RFP MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN MONDAY, SEPTEMBER 14, 2015 AT 2:00 P.M. (CENTRAL STANDARD TIME).

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. Late questions will not be answered. Oral clarifications offered by any Board employee will not be binding to the Board.

Questions must be e-mailed to:

ATTN: Alex Solomon
Tel. (773) 553-2254
E-mail: amsolomon@cps.edu

I. GENERAL INVITATION

Addenda:

Any revisions of this RFP deemed necessary by the Chief Procurement Officer will be made only by an addendum issued by the Department of Procurement and Contracts prior to the response due date of this RFP. A copy of any such addendum will be available for pick-up at the Office of Procurement and Contracts, will be posted on the Office of Procurement and Contracts website at: <http://www.csc.cps.k12.il.us/purchasing/> and may be e-mailed or mailed to Proposers who have not waived receiving such materials directly. Failure on the part of the Proposer to receive any written addenda will not be grounds for withdrawal of a RFP. Proposer must acknowledge receipt of each addendum issued on the RFP Proposers Execution Page.

Waiver:

Proposers who download the solicitation document waive their right to have clarifications and/or addenda sent to them directly. Such Proposers are responsible for checking the website for clarifications and/or addenda. Note that there may be multiple clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve such Proposers from being bound by additional terms and conditions, the clarifications and/or addenda, if any, or from considering additional information contained therein in preparing their proposals. Any harm to a Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under this solicitation.

Contract:

Proposer agrees that if approved as a provider for the Products and Services hereinafter described, Proposer will enter into written contract(s) with the Board ("**Contract**") for such Products and Services prior to performing any Services or delivering any Products. The Contract will contain, among other terms, the terms and conditions contained in the agreement attached hereto as Attachment I. All terms and conditions are subject to change by the Board's General Counsel.

In the event the Board and the Proposer fail to enter into a Contract, Proposer's approval for award will be revoked by the Board. The Board also reserves the right to revoke its approval for an award of the Contract for any reason including, but not limited to, the situation in which the Proposer in the Board's sole opinion, submits substantially different terms and conditions from the agreement attached hereto as Attachment I for the Contract that were not disclosed in Proposer's proposal.

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II. SCOPE OF SERVICES

I. INTRODUCTION

The Board of Education of the City of Chicago ("Board") seeks to contract with a Proposer that will provide Network Monitoring, Management and Maintenance Services for the Board's Wide Area Network, Security Infrastructure and Local Area Network Break/Fix Services in conjunction with the Federal E-rate Program. Qualified proposers interested in this Request for Proposal (RFP) are invited to submit proposals for the Services described herein. The Board will evaluate the proposals based on the Federal Communication Commission's "E-rate" program rules to provide discounts on eligible products and services to eligible schools and libraries. Price is primary and dominant consideration for the Board in evaluating proposals and in making the final service provider selection. The RFP process will also adhere fully to Board and State procurement rules and requirements. At least two distinct contracts will be awarded in this RFP. The first contract is for basic maintenance, which includes all E-rate eligible break fix support. The second contract is for non-basic maintenance, which includes advanced support and monitoring, as well as installation services. It is the Board's preference that prospective vendors form joint ventures or other partnerships to deliver all services described in this RFP through one proposer. However, the Board may in its sole discretion award contracts to one or more qualified proposers.

II. BACKGROUND OF E-RATE PROGRAM

As a result of the Telecommunications Act of 1996, which stated that the nation's schools and libraries shall have access to advanced telecommunications services at discounted rates for educational purposes, the Federal Communications Commission ("FCC") made provisions for a \$2.25 billion annual discount program that became known as E-Rate. In December, 2014, the FCC approved to raise the total annual budget to \$3.9 billion. The discounts, ranging between 20 and 90 percent for eligible telecommunication services, internet access, and internal connections are based on criteria designed to factor in levels of economic disadvantage and varying costs in regions across the country. Specifically, urban and rural locations and the percentage of students eligible for participation in the federal free and reduced price national school lunch program are factors in determining the percent of discounts awarded. In past years, the Board has been one of the largest recipients of discounts under the E-Rate program. Funding may be requested under two categories of service.

Category One services include Digital Transmission Service, Internet access, and voice services. Voice services are subject to a phase down of support beginning in funding year 2015 as explained in FCC 14-99. The discounts range for Category One Services is between 20% and 90% for eligible services.

Category Two services include Eligible Broadband Internal Connections Components, Eligible Managed Internal Broadband Services, and Basic Maintenance of Eligible Broadband Internal Connections Components. The discounts range for Category Two Services is between 20% and 85% for eligible services.

Prospective vendors are expected to familiarize themselves with eligibility requirements for both categories of service. Those requirements can be found on the Eligible Services List (ESL), which is approved by the FCC each Funding Year and can be found at <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>. The Eligible Services List for FY 2015 was released on October 28, 2014.

Funding and award are based on criteria designed to factor in levels of economic disadvantage and varying costs in regions across the country. Specifically, urban and rural locations and the percentage of students eligible for participation in the federal free and reduced price National School Lunch Program are factors in determining the percent of discounts awarded. In past years, the Board has been one of the largest recipients of discounts under the E-Rate program.

II. SCOPE OF SERVICES

The Board generally qualifies for discounts of between 70% to 90% on eligible Services under this program and has been a recipient of over \$600 million of E-Rate funds since 1998. These funds have aided the Board in closing the digital divide at over 600 elementary and high schools by providing robust Internet Access through the latest telecommunication and internal connection technologies. In order to achieve this, the Board utilizes a variety of qualified vendors that deliver eligible E-Rate Services to the schools. Funding history for Chicago Public Schools can be found on the Schools & Libraries Division web site <http://www.universalservice.org/sl>.

The Board's E-Rate program is administered by the Information Technology Services E-Rate Program.

For questions regarding the E-Rate program, Proposers are encouraged to visit <http://www.sl.universalservice.org> to learn more detail about the E-Rate program, with particular attention to the Disbursements page (<http://www.universalservice.org/serviceprovider/disbursements.asp>), which presents vendor participation requirements, and the Eligibility List at <http://www.sl.universalservice.org/reference/eligible.asp>, which details eligible and ineligible products and services) and cost allocation guidelines <http://www.sl.universalservice.org/reference/costaloc.asp>.

III. OVERVIEW OF MODERNIZED E-RATE PROGRAM

The Federal Communications Commission ("FCC") adopted the E-rate Modernization Order on July 11, 2014, and the Second E-rate Modernization Order on December 11, 2014. The Order adopted in July takes major steps to modernize and streamline the schools and libraries universal service support program (more commonly known as the E-rate program) and focuses on expanding funding for Wi-Fi networks in elementary and secondary schools and libraries across America. Since its inception in 1997, the E-rate program has helped ensure that eligible schools and libraries have affordable access to the Internet. In modernizing the program, the Order seeks to ensure that the program is geared towards meeting the broadband needs of schools and libraries in today's world of interactive, individualized digital learning.

The Order adopts three goals for the E-rate program: (1) ensuring affordable access to high-speed broadband sufficient to support digital learning in schools and robust connectivity for all libraries, (2) maximizing the cost-effectiveness of spending for E-rate supported purchases, and (3) making the E-rate application process and other E-rate processes fast, simple and efficient. The Order increases focus on the largest and most urgent need—closing the Wi-Fi gap—while transitioning support away from legacy technologies.

This RFP seeks proposals for management, maintenance, and monitoring services to support several of the Board's systems. As is described further in this RFP, Proposers should describe in the proposals submitted how they would meet the needs of the following systems:

- Network, including a datacenter, WAN, and LAN;
- Safari media distribution systems;
- Physical security systems;
- Audio/Visual systems.

As described further in the Cost Proposal section, Proposers are required detailed information regarding E-rate eligible and ineligible services and the pricing associated with each.

IV. NETWORK MAINTENANCE

The successful Proposer will be expected to provide management, maintenance, and monitoring services to the Board's entire network system as needed and as directed by the Board's Information Technology Services Department ("ITS"). The environments to be serviced include the Board's datacenter which is located primarily in a co-location facility in Elk Grove Village, Illinois and James R. Thompson Center, Chicago, IL; the Wide Area Networks as more fully described below; and the Local Area Networks as more fully described below.

II. SCOPE OF SERVICES

A. Core Network

1. Datacenter and Core Network Infrastructure

a) Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

b) Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 24x7x4 SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

c) Enhanced Support

(1) Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

(2) Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

(3) Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the

II. SCOPE OF SERVICES

Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

(4) System access

The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

(5) Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

(6) Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

(7) Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

(8) Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for

II. SCOPE OF SERVICES

installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SMARTnet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per USAC guidelines. The Proposer may utilize the SolarWinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

(9) Test Environment

The Proposer shall provide equipment for a dedicated test environment installed at the Board's Bridgeport Office. The test environment will have common Board core network, security equipment as well as school network equipment in order to mock up upgrades/enhancements to ensure proper planning and minimal network disruption. As the supported equipment changes it is expected that this test environment equipment will change accordingly at no additional cost to the Board. Both the Board and the Proposer shall have access to the dedicated test equipment.

(10) Datacenter Structured Cabling Services

The Proposer shall be responsible for maintaining the structured cabling at the datacenter facilities. These services will include running and grooming cabling including patch cords. Maintenance services will include testing of cabling to ensure it meets industry specifications and replacement of patch cables that do not meet these standards. Ensure that all cabling is maintained to Board specifications and labeled in accordance to standards set by ITS. These services will not include installation of new patch panels or new structured cabling between patch panels.

2. Datacenter Security

a) Break/Fix Support

The Proposer shall provide basic maintenance services for the security equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

b) Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 24x7x4 SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

c) Enhanced Support

(1) Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be

II. SCOPE OF SERVICES

onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

Proposer shall test all firewall and VPN rule set change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of workstation configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper firewall and VPN configuration.

(2) Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance and monitoring services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

The Proposer will provide a bi-annual analysis of the Board's network security infrastructure and procedures. The Proposer will provide a detailed report identifying recommendations and risks. The Proposer will track risks for status updated across the reports.

(3) Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

(4) System access

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

(5) Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

(6) Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means

II. SCOPE OF SERVICES

of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the Solarwinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

(7) Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

(8) Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each school and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per USAC guidelines. The Proposer may utilize the SolarWinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

(9) Test Environment

The Proposer shall provide equipment for a dedicated test environment installed at the Board's Bridgeport Office. The test environment will have common Board core network, security equipment as well as school network equipment in order to mock up upgrades/enhancements to ensure proper planning and minimal network disruption. As the supported equipment changes it is expected that this test environment equipment will change accordingly at no additional cost to the Board. Both the Board and the Proposer shall have access to the dedicated test equipment.

(10) Advanced Security Services

The Proposer shall provide the following advanced security services to help ensure the students and staff have a safe and secure network environment:

i. Security Incident Monitoring

Actively monitor security logs to ensure all security events are logged, researched, mitigated and resolved. Proposer will utilize the Board's entire security infrastructure, including but not limited to Firewalls, IPS and SIEM. Alerts will be setup by the Proposer within these tools to automatically identify security incidents to minimize labor costs.

ii. Incident Response Services

In the event of a security compromise, the Proposer will provide the necessary resources to assist the Board in mitigating any security breaches, security forensics and analysis. These services will be included for up to eighty (80) hours of labor. If the incident will require above that amount, a scope of work will be created by the Proposer and will need to be agreed to in writing by the Chief Information Officer (CIO) before the services will be rendered.

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The Proposer will document all of the processes and procedures for the Board's Incident Response program, which will consist of the Board's and Proposers security staff. The documentation will be the basis of the Board's Computer Security Incident Response Plan.

The Board's Network Services Manager or Information Security Manager will manage incident Responses.

iii. Penetration Testing

The Proposer will provide penetration testing of publicly accessible systems as requested by the Board. A detailed scope of work will need to be developed and mutually agreed to in writing by the Board and the Proposer. These services will be rendered no more than once in a twelve (12) month period.

iv. Distributed Denial of Service (DDoS) Protection Services

The Board receives Distributed Denial of Service Protection services through an agreement with AT&T. The Proposer will open tickets to engage AT&T if the security systems detect an attack or coordinate as needed if AT&T detects an attack with their systems.

3. Datacenter Storage Area Network (SAN) and Server Backup

a) DATA STORAGE AREA NETWORK (SAN)

Onsite Support (As Needed)

The Board has limited staff to support of its SAN infrastructure, and needs qualified staff to be provided on an as needed basis. The Proposer shall ensure that the person(s) filling in as a backup for Primary SAN Engineer at CPS have the following skill set(s), CISCO MDS DCNM Fabric Zoning, familiarity with Core Edge topology, EMC VNX Provisioning knowledge, Unisphere Analyzer. The identified support personnel will be expected to be onsite for a day once a month to ensure they are familiar with the Board's systems.

b) Server Backup and Recovery

Enhanced Support (As Needed by Primary Backup Engineer at CPS)

The Board has limited staff to support of its server backup infrastructure, and needs qualified staff to be provided on an as needed basis. The Proposer shall ensure that the person(s) filling in as a backup for the Primary Backup Engineer at CPS have the following skill set(s), EMC AVAMAR and DATA DOMAIN backup technologies. The identified support personnel will be expected to be onsite for a day once a month to ensure they are familiar with the Board's systems.

4. Applications

a) Remote Access (VPN)

Enhanced End User Support

The Proposer will provide remote end user support above the support levels detailed in the security services above. The Proposer will provide remote support for end users to connect to the Board's network for business purposes. End users are allowed to utilize personal devices to connect as long as they meet the solution and the Board's system requirements. These services will be rendered during the Board's business hours only. Remote screen share services, such as Cisco WebEx or Google Hangouts, may be used to improve the support experience. The Board will not cover costs for any additional licenses for screen sharing application.

The Proposer will be provided with sufficient access to the Board's Active Directory system to modify VPN related group membership. The Proposer will utilize this access in order to provision additional end user access. End user access changes must follow the Board's approval process.

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b) Domain Name Services (DNS) and Dynamic Host Configuration Protocol (DHCP)

The Proposer will provide 24/7 support services for the Board's DNS and DHCP services. These services are currently provided utilizing Internet Software Consortium's (ISC) BIND and NAMED software running on RedHat Linux servers. The hardware and operating system support of these servers is not within the scope of this RFP. The Proposer will be responsible for the application support and maintenance only.

The Proposer shall ensure the external DNS is synchronizing with the Board's external secondary servers by working with the associated provider. Currently secondary DNS services are provided by Illinois Century Network (ICN), which is an agency of the State of Illinois.

(1) Break/Fix Support

The Proposer shall provide basic maintenance services for the software during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

(2) Software Maintenance

The Proposer is not responsible for any software maintenance costs since this is covered under the RedHat licensing the Board purchases. If in the future the Board changes the DNS and DHCP solution, the Proposer will be responsible for procuring any additional maintenance agreements. Any additional costs will be billed back to the Board.

(3) Enhanced Support

i. Onsite Support (As Needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions. The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

ii. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

iii. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five-year capacity plans.

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- iv. System access
The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.
- v. Incident Management
Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.
Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. RedHat and any third party vendors assisting with the Board's initiatives.
- vi. Change Management
Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.
All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.
- vii. Documentation
Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.
- viii. Inventory Management
As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the

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Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per USAC guidelines. The Proposer may utilize the SolarWinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

ix. Test Environment

The Proposer shall provide equipment for a dedicated test environment installed at the Board's Bridgeport Office. The test environment will have common Board core network, security equipment as well as school network equipment in order to mock up upgrades/enhancements to ensure proper planning and minimal network disruption. As the supported equipment changes it is expected that this test environment equipment will change accordingly at no additional cost to the Board. Both the Board and the Proposer shall have access to the dedicated test equipment.

c) Monitoring

- (1) The Proposer will provide support and maintenance services for the Board's system monitoring application. These services include but are not limited to: Software upgrades, troubleshooting, configuration changes, custom monitoring enhancements and reporting.
- (2) The Board requires all designated equipment to be monitored 24x7x365 by the Board's automated monitoring system. The monitoring system currently used by the Board is Solarwinds Orion. The installed Orion modules are: Network Performance Monitor (NPM), Server and Application Monitor (SAM), Web Performance Monitor (WPM), Network Configuration Manager (NCM), Network Traffic Analyzer (NTA) and IP Address Manager (IPAM). The Proposer shall include resources to support monitoring software updates, changes and enhancements to the Board's monitoring system. This includes support for monitoring systems and applications in the monitoring tools not included within the scope of this RFP. For example, all servers are included in the monitoring even though most of these servers are not included in the scope of this RFP.
- (3) The Proposer will purchase manufacturer maintenance agreements for the monitoring system software. The Board will also be able to purchase additional software licenses for the monitoring system software via the Proposer.
- (4) All Incidents shall be tracked by the Board's incident tracking system, which is HP Service Anywhere (SAW). The Proposer may also utilize it's own incident system, but will be solely responsible to integrate their system with the Board's systems. This integration must allow for two-way synchronization of updates and tickets status between the Board's system and the Proposer's system.
- (5) The Board utilizes a correlation engine between the monitoring system and the ticketing system. The purpose is to reduce the quantity of tickets by both ensure only one ticket per device is open and to correlate multiple incidents to a root cause when possible. The Board is currently utilizing a custom Linux based system but is also testing Splunk Cloud as a replacement. The Proposer will assist the Board in supporting and customizing the correlation system. The Board will be able to purchase Splunk licensing through the Proposer.
- (6) The Proposer will provide a hot disaster recovery solution for the monitoring applications. The hot site must not be located within a Board owned facility to ensure the capability to monitor systems even in the event of an outage of one of the Board's datacenter or core facilities.

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(7) Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. SolarWinds and any third party vendors assisting with the Board's initiatives.

(8) Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

(9) Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

(10) Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five-year capacity plans.

d) Security Information and Event Management (SIEM)

1. Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 8x5xNBD SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will

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consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. Enhanced Support

i. Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

ii. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

iii. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

iv. System access

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

v. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer

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is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

vi. **Change Management**

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

vii. **Documentation**

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

viii. **Inventory Management**

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per USAC guidelines. The Proposer may utilize the SolarWinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

B. Wide Area Network (WAN)

The Board's WAN connects nearly six hundred schools, administrative offices and datacenter facilities. The services to be provided focus on maintaining the edge equipment and data circuits to ensure the Board have reliable connectivity district wide.

1. The Board requires all designated WAN equipment, which are generally the school routers, to be monitored and maintained 7x24x365. School access limits onsite support to school hours (7am-5pm). See the Inventory attachments for the detailed covered equipment list. Proposer's engineers will be responsible for the engineering and development aspects of all covered equipment. Changes, modifications, configuration enhancements of all covered equipment

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shall be included as part of the Services. Network reconfigurations, based on resolution of issues or to provide additional functionality/features, shall be planned, tested, and implemented as part of the Services. This includes, but is not limited to, adding additional circuits or additional bandwidth, Quality of Services (QoS) implementation, routing optimization, providing additional filtering, changing interconnections/VLANs, etc.

a) Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

b) Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 8x5xNBD SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

c) Enhanced Support

i. Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

ii. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

iii. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the

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Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

iv. System access

The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

v. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board’s behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board’s initiatives.

vi. Change Management

Proposer is required to follow the Board’s Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board’s change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board’s Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

vii. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board’s network shall be owned by the Board and must be made available to the Board in electronic format.

viii. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per

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USAC guidelines. The Proposer may utilize the SolarWinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

ix. **Test Environment**

The Proposer shall provide equipment for a dedicated test environment installed at the Board's Bridgeport Office. The test environment will have common Board core network, security equipment as well as school network equipment in order to mock up upgrades/enhancements to ensure proper planning and minimal network disruption. As the supported equipment changes it is expected that this test environment equipment will change accordingly at no additional cost to the Board. Both the Board and the Proposer shall have access to the dedicated test equipment.

C. Local Area Network (LAN)

1. The majority of school Local Area Networks (LANs) are currently segmented into two networks, one for administrative areas (e.g., main office, counselor's office), and the other for instructional areas (e.g., classrooms, labs, libraries). The Instructional Virtual Local Area Network (VLAN) is broken down and distributed according to Board guidelines (e.g., floors, access points (AP's), switches, voice, etc.). Applications supported on the Instructional VLAN are Internet browser, miscellaneous local school programs, and Board-wide applications (e.g., anti-virus, exchange e-mail). Currently, the Board is restructuring the layer-2 network at each of its schools by dividing the network into several VLANs in order to provide the foundation for various converged voice and video initiatives as well as providing secure wireless networks. Applications supported include payroll, time-punch and attendance, student information, Internet browser, miscellaneous local school programs and e-mail.

The school networks have various makes and manufacturers of LAN equipment consisting of hubs, switches, wireless access points, and media converters; which at the time of maintenance should be replaced with Board approved equipment. The demarcation between WAN and LAN equipment is in the Main Distribution Frame (MDF) room. The school router and first switch, or if the school has a 6500 series switch, the layer-3 switch itself is considered WAN equipment and all other electronics past this point is considered LAN equipment.

From the MDF room, the network is connected via multi-mode fiber with SC, ST or LC type connectors to various concentrator boxes (C-Boxes) or Intermediate Distribution Frames (IDF). From these C-boxes the workstations are connected via category 5 or 5e unshielded twisted pair cabling. The backbones of the school networks can be 100Mb, or 1Gb links, and the workstation connections are typically 100Mb links. The classroom, IDF, and main office concentrators may consist of hub(s) and/or switch(s). An average elementary school has 30 switches on its LAN and a high school has an average of 60 switches on its LAN.

Wireless is also available in all schools. Most installations conform to IEEE 802.11N standards and the Board is beginning to rollout 802.11AC equipment. Some wireless installations include Power-over-Ethernet (PoE). The wireless equipment consists of various manufacturers, but consists mainly of Cisco access points. Some small buildings and temporary structures may have wireless bridges installed to connect to the main building and may have special directional antennas that are considered part of the LAN break/fix support scope. The Board's wireless security standard is WPA2 (Wireless Protected Access) Enterprise for wireless user authentication, but the Board has older installations that need to have the security increased. A typical elementary school has ten (10) access points on its LAN and a typical high school has 25 access points on its LAN.

The Board requires all designated LAN equipment, which are generally the school routers, to be monitored and managed 24x7x365. School access limits onsite support to school hours (7am-5pm). See the Inventory attachments for the detailed covered equipment list. Proposer's engineers will be responsible for the engineering and development aspects of all covered equipment. Changes, modifications, configuration enhancements of all covered equipment shall be included as part of the Services. Network reconfigurations, based on resolution of

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issues or to provide additional functionality/features, shall be planned, tested, and implemented as part of the Services. This includes, but is not limited to, adding additional circuits or additional bandwidth, Quality of Services (QoS) implementation, routing optimization, providing additional filtering, changing interconnections/VLANs, etc.

a) **Break/Fix Support**

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

b) **Hardware and Software Maintenance**

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 24x7x4 SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

c) **Enhanced Support**

i. **Onsite Support (as needed)**

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

ii. **Proactive Maintenance and Monitoring**

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

iii. **Design and Capacity Planning**

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

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iv. System access

The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

v. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

vi. Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

vii. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

viii. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. Any equipment purchased with E-rate funds must be disposed of per USAC guidelines. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

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VI. Maintenance Services for Board's Safari Media Distribution Systems

A. Break/Fix Support

The Proposer shall provide break/fix maintenance services to the Board's media distribution systems for all installed equipment and shall provide maintenance services at the site(s).

The Proposer shall provide break/fix services for the equipment during the term of the Contract as requested by the Board. Break/fix visits shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Board holidays. The Proposer is expected to provide for:

- Reboots;
- Hard Drive replacements;
- Remote tunneling;
- OS updates;
- Player Updates;
- Active directory integration; and
- Multicasting support.

B. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

C. Enhanced Support

1. Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

2. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

3. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity.

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Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

4. System access

The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

5. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board’s behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board’s initiatives.

6. Change Management

Proposer is required to follow the Board’s Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board’s change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board’s Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

7. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board’s network shall be owned by the Board and must be made available to the Board in electronic format.

8. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment.

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The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

D. Current Support Models

1. Montage
2. Live

V. Physical Security Systems Maintenance

The physical security systems at the schools and offices are key to ensuring the safety of the students and staff. The services needed from Proposers are to ensure the safety systems are operational and maintained to improve reliability. The systems requiring support are varied, including maintenance of IP camera systems to X-Ray machines.

A. Security Camera Systems/Break Fix Support

The Board requires support services for its physical security systems. School access limits onsite school support to school hours (7am-5pm). Datacenter onsite support will need to be available 24/7. See the Inventory attachments for the detailed covered equipment list. The Proposer will ensure all IP based security systems are monitored in the monitoring system, which is currently Solarwinds Orion. Tickets and alerts will be triaged first by the Operations Center. If onsite support is needed, tickets will be escalated to the School Safety and Security team as designated by the Board. If repair services are required, the Proposer will assess the incident and provide an estimate for the repairs including labor and parts. Any construction related work is outside the scope of this agreement. If any repairs require construction work, the ticket will be assigned back to the School Safety and Security department.

1. Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. For example all Cisco Systems equipment will be covered under a 24x7x4 SmartNet agreement. Any manufacturer maintenance agreements costs will need to be broken out for eligibility based on USAC requirements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. Enhanced Support

a) Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network

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enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

- b) **Proactive Maintenance and Monitoring**
The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.
Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.
- c) **Design and Capacity Planning**
The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.
- d) **System access**
The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.
- e) **Incident Management**
Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.
Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.
- f) **Change Management**
Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.
All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

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g) Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

h) Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

4. Centralized Systems

- a) Genetec Security Center
- b) Genetec Omnicast 4.6-4.8
- c) Salient
- d) Rapideye viewer
- e) Ademco Alarm Receiver
- f) Ademco IP Receiver
- g) Compass and Sims Software
- h) Additional A/V equipment used for monitoring

5. School/Office Systems

- a) Genetec VMS
- b) Salient VMS
- c) Related CCTV infrastructure- surge protectors, network cable, Nitek UTB hubs, and power supplies
- d) Honeywell Rapid Eye DVR

6. Cameras

- a) Axis
- b) Sony
- c) Arecont
- d) Axis Analog to digital cctv encoders
- e) Analog cameras (Honeywell, Panasonic, etc)

B. X-Ray Machines

1. Break/Fix Support

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The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. **Hardware and Software Maintenance**

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. **Enhanced Support**

Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

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4. **Proactive Maintenance and Monitoring**

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

5. **Design and Capacity Planning**

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

6. **System access**

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure

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Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

7. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

8. Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

9. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

10. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

11. Current Models

- a) Hiemann And Smith Detection
- b) Autoclear

C. Metal Detectors

1. Break/Fix Support

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The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. Enhanced Support

Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

4. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

5. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

6. System access

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure

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Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

7. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

8. Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

9. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

10. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

11. Current Models

- a) Garrett
- b) Ceia

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D. Intrusion Detection Systems (IDS)

1. Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. Enhanced Support

Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

4. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

5. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

6. System access

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the

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equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

7. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

8. Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

9. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

10. Inventory Management

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11. Current Models

- a) Ademco (Honeywell)
- b) Vista Series alarm systems and related components/devices (door contacts, motion detectors, glass break detectors, zone expanders, etc.).

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E. Door Access Intercom

1. Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

2. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

3. Enhanced Support

Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

4. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

5. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

6. System access

The Board requires the Proposer to share access to these managed devices, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the

II. SCOPE OF SERVICES

equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

7. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board's behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board's initiatives.

8. Change Management

Proposer is required to follow the Board's Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board's change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [*e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board's Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

9. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board's network shall be owned by the Board and must be made available to the Board in electronic format.

10. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

11. Current Models

- a) Aiphone
- b) Telcor

II. SCOPE OF SERVICES

VI. Audio Visual Systems

The Board requires support services for its audio video (A/V) systems. See the Inventory attachments for the detailed covered equipment list. The Proposer will ensure all IP based A/V systems are monitored in the monitoring system, which is currently Solarwinds Orion. Tickets and alerts will be triaged first by the Operations Center. If onsite support is needed, tickets will be escalated to the ITS team as designated by the Board. If repair services are required, the Proposer will assess the incident and provide an estimate for the repairs including labor and parts. Any construction related work is outside the scope of this agreement. If any repairs require construction work, the ticket will be assigned back to the School Safety and Security department.

A. Break/Fix Support

The Proposer shall provide basic maintenance services for the equipment during the term of the Contract as requested by the Board. Break/fix onsite support shall be available as needed at any time.

Proposer will provide any and all repairs as needed for equipment failures, system outages, or broken or damaged equipment.

B. Hardware and Software Maintenance

The Proposer shall provide all manufacturer hardware and software maintenance agreements. The Board will consider proposals for third party support services if they are equivalent or better than the manufacturer agreements and reduce costs.

Support services will include but are not limited to system updates, bug fixes and routine upgrades when available. If any additional software licenses are required for any software upgrades, they are to submit a cost estimate in advance for Board's approval.

The Proposer will be responsible for any RMA (Returned Merchandise Authorization) services. This includes submitting all necessary documents, receiving replacement hardware, equipment replacement and return. The Proposers will update all of the Board's systems to reflect any changes to the network infrastructure in the Board's monitoring and inventory systems.

C. Enhanced Support

Onsite Support (as needed)

The Proposer will provide support services above the basic maintenance services as requested by the Board. At the Board's discretion, support personnel will be required to be onsite. Some examples of this support will be for additional resources, maintenance related meetings, cross training and group discussions.

The Proposer's engineering staff is expected to participate in weekly engineering meetings, maintenance post-mortems and other meetings on-site as required. These meetings are to discuss ongoing maintenance and engineering tasks, network enhancements and other miscellaneous related assignments. Participation is also required in weekly open ticket status reconciliation meetings where ticketing issues and SLA violations are discussed.

D. Proactive Maintenance and Monitoring

The Proposer will provide proactive maintenance services. These services include but are not limited to: incident trending and forecasting, single point of failure analysis and monitoring system enhancements.

Proposer shall test all network change requests to ensure proper setup and shall work with end users to troubleshoot as required. This testing includes, but is not limited to, log analysis, packet analysis, and verification of connected device configuration. Proposer shall agree to work with end users and business partners to isolate the issue over and above verification of proper infrastructure configurations.

E. Design and Capacity Planning

The Proposer will provide design and capacity analysis of the Board's infrastructure. The Proposer will provide forecasting services to identify where bottlenecks will occur over the next five years based on historical data analysis. The Proposer will work with the Board's staff and partners to make recommendations on solutions to ensure the Board has sufficient capacity. Deliverables will include capacity analysis reports, design change recommendations and five year capacity plans.

II. SCOPE OF SERVICES

F. System access

The Board requires the Proposer to share access to these managed devices, including “enable” and/or “root” level passwords to allow the Proposer and the Board to jointly accomplish operational configuration initiatives, projects, and changes associated with maintenance events. The Board also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all the equipment. Proper change control as defined by ITIL (Information Technology Infrastructure Library) standards and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

G. Incident Management

Proposer shall provide incident diagnosis, remediation and Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Proposer is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under the Contract.

Proposer must be capable of interfacing with and escalating problems on the Board’s behalf with any and all Board vendors, i.e. Checkpoint, Cisco, AT&T and any third party vendors assisting with the Board’s initiatives.

H. Change Management

Proposer is required to follow the Board’s Change Control Management processes for any and all changes. ITS will provide the current guidelines upon written request. The Proposer shall be required to enter Change Management tickets into the Board’s change request management system.

All installed equipment must include the standardized operating system revision for that device and proper configuration. Proposer shall work with the Board in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. On systems that support a secure means of backup, the secure method must be utilized [e.g. using SSH (Secure Shell) instead of Telnet]. Backups must be maintained within the SolarWinds Orion Network Configuration Management (NCM) solution. Any Linux or Windows servers will be backed up by the Board’s Avamar system. Maintaining the Avamar system is not within scope of this RFP. For any systems where NCM and Avamar will not provide a backup, the Proposer will ensure appropriate backups are maintained.

I. Documentation

Proposer shall maintain and modify all associated documentation for the duration of the Contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, change control management, ITIL based processes and procedures and general documentation associated with the Board’s network shall be owned by the Board and must be made available to the Board in electronic format.

J. Inventory Management

As part of the Services, Proposer shall maintain a complete inventory, as directed by the Board, of the devices at each location and provide Inventory Management to track all devices covered under the Contract and update all equipment changes. As equipment is replaced, the Proposer shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. This report shall be included in the monthly invoices. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-rate funds. The Proposer shall return to the Board all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. SmartNet) and inventory information to the Board, unless the Board directs the Proposer to dispose of the equipment. The Proposer may utilize the Solarwinds system as the Inventory System, as long as the data is collected and updated per the requirements above.

K. Types of A/V Equipment to be Support

II. SCOPE OF SERVICES

1. A/V Displays
 - a) Sharp
 - b) Samsung
2. A/V Switches and Accessories
 - a) Crestron
 - b) Extron
3. A/V Control Panels and Room Schedulers
 - a) Crestron
4. Interactive White Boards
5. SMART Technologies
6. Installation Services
 - a) The Proposer will provide installation services for any systems covered under the scope of this RFP. Services rendered will be based on an hourly rate based on the rate schedule (See the Cost Proposal). Is is the responsibility of the sponsoring Board department to budget for any installation services.

VII. Services to be provided to all systems

A. Operations Services

With the scope and scale of these services, a 24/7 manned operations center is required. The Board is looking for two options for the Proposer

- i. Option 1: 24x7 Services
 - a) Staff operations center for all application and infrastructure events
 - b) Open tickets with our Board vendors as needed (AT&T, etc.)
 - c) Receive, acknowledge and process tickets and alerts as received from the monitoring or ticketing systems.
 - d) Escalate issues with appropriate ITS teams (Network, Server, Application, etc.) as documented by the Board, or within support services contracted under this RFP.
2. Option 2: After Hours (9:00 pm – 6:00 am), weekends and holidays only
 - a) Staff operations center for all application and infrastructure events
 - b) Open tickets with other Board vendors as needed (AT&T, etc.)
 - c) Receive, acknowledge and process tickets and alerts as received from the monitoring or ticketing systems.
 - d) Escalate issues with appropriate ITS teams (Network, Server, Application, etc.) as documented by the Board, or within support services contracted under this RFP.
 - e) Coordinate all tickets between shifts from or to the Board and the Proposer.
 - f) Ensure all knowledge base articles and operating procedures are mutually agreed to in writing by the Board and the Proposer.

ii. Staffing Plan

The Board requires all personnel working on the Board's systems to be highly qualified to ensure the Service Level Agreement is met. Additionally, all support personnel are to be trained for the Board's equipment prior to supporting it and the Board shall have a consistent team that is extremely familiar with the current issues, projects, and other engineering tasks that are underway. Support personnel are required to be certified by the manufacturer before servicing any equipment. The Board will be given the option to interview any proposed personnel prior to becoming engaged on the Contract. The Board shall approve assigned personnel, including technical and management personnel.

Proper personnel shall be available onsite for all scheduled maintenance times during or after business hours. Low risk changes can be done remotely with prior consent from the Board. Major scheduled maintenance performed on the Board's network shall require a detailed statement-of-work that clearly defines roles, risks, tasks, testing parameters, modifications, back-out plan and associated timelines. A template for the scope of work can be found in Attachment ???.

II. SCOPE OF SERVICES

Proposer shall provide estimated staffing levels, an organization chart, and a responsibility matrix to include associated areas of expertise. The following is an example to be used as a guideline. The Contract is meant to be a service contract and not a support personnel contract; therefore, actual staffing levels will be determined by the Proposer based on the Service Level Agreement. It is recommended by the Board that the staff be cross-trained between the different support areas. For example cross-train network engineers on network security systems.

Proposers shall provide estimated staffing levels, an organization chart, and a responsibility matrix to include associated areas of experience. The following is an example to be used as a guideline:

WAN

1. Sr. Network Engineer (Routing Concentration) (CCIE)
2. Sr. Network Engineer (Routing Concentration) (CCIE)
3. Sr. Design Engineer (CCDP)
4. Network Management Engineer
5. Field Engineering Manager
6. Field Engineers (CCNP)
7. Customer Support (NOC) Engineer

LAN

1. Dispatcher
2. Field Engineering Manager (CCNP)
3. Field Engineers (CCNP)
4. Customer Support (NOC) Engineer

Security Infrastructure

1. Firewall/Security Engineer (CCIE Security or CCSE)
2. Firewall/Security Engineer (CCNP Security or CCSP)
3. Web Filtering Infrastructure Support Engineer
4. Customer Support (NOC) Engineers

Physical Security

1. X-Ray/Metal Detector Technician
2. Camera System Technician
3. Genetec Certified Support Engineer

A/V

1. A/V Technician

Other

1. Project / Program Manager (PMP/ITIL)
2. Field Support Dispatcher
3. Software Developer
4. SolarWinds Orion Engineer
5. Database Engineer
6. Business Analyst

III. SUBMITTAL REQUIREMENTS

Discussions may be conducted with Proposers who submit proposals determined to have a reasonably possibility of being selected by the Board. All Proposers shall be accorded fair and equal treatment with respect to the RFP process. In conducting any discussions, there shall be no disclosure of any information derived from proposals submitted by other Proposers. **PROPOSALS MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.**

A. **SUBMITTAL REQUIREMENTS**

1. **Format of Response:**

A. Hard Copy Version of Proposals: All hard copy versions of proposals must be submitted with pages numbered in a plastic three-ring binder with section dividers for each item listed in Section 2 below. Please do not send in spiral or velo binders. Each proposal shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. Expensive papers and bindings are discouraged since no materials will be returned to the Proposer.

B. Electronic Version of Proposals: For electronic versions submitted via USB drive, each section shall be saved separately in pdf format in a different file and all contents described in these submittal requirements must be included. For electronic version submitted via the Bonfire website, submissions should be uploaded at:

<https://cps.bonfirehub.com/portal/secure/6e54bb8e577c63fceffb0b33b5bcc5b>

The Proposer shall produce a Proposal that is consistent with the structure and inclusive of the topics described in Section 2 below. The Board reserves the right to contact the Proposer to obtain cost and scope clarification at any time throughout the selection and Contract negotiation process. The Board may make such investigations, as it deems necessary, to determine the ability of the Proposer to perform the Services described within this RFP. The Board reserves the right to reject any Proposal if the evidence submitted or the investigation of the Proposer fails to satisfy the Board that the Proposer is properly qualified to complete the Services contemplated within.

2. **Contents of Response:**

Name	Type
Cover Letter	File Type: PDF (.pdf)
Proposer's Execution Page	File Type: PDF (.pdf)
References	File Type: PDF (.pdf)
Financial Statements	File Type: PDF (.pdf)
Insurance Requirements	File Type: PDF (.pdf)
Licenses	File Type: PDF (.pdf)
Joint Ventures	File Type: PDF (.pdf)

III. SUBMITTAL REQUIREMENTS

Name	Type
Work History with the Board	File Type: PDF (.pdf)
Qualifications of the Company	File Type: PDF (.pdf)
Qualifications of Key Personnel	File Type: PDF (.pdf)
Legal Actions	File Type: PDF (.pdf)
Contractor's Disclosure Form	File Type: PDF (.pdf)
W-9 Tax Form	File Type: PDF (.pdf)
MBE/WBE Compliance Plan	File Type: PDF (.pdf)
Cost Proposal	File Type: Excel (.xls, .xlsx) and PDF (.pdf)
Compliance Terms and Invoicing for E-Rate Program	File Type: PDF (.pdf)
Service Level Agreement	File Type: PDF (.pdf)
Interrogatories (Questionnaire)	File Type: Excel (.xls, .xlsx)
Response to Scope of Services	File Type: PDF (.pdf)
Contracts with Sister Agencies	File Type: PDF (.pdf)
E-Rate Resource Consultant Description	File Type: PDF (.pdf)
Proposed Staffing – Org Chart, staffing levels and skills/experience	File Type: PDF (.pdf)
Technology Capabilities of Proposer	File Type: PDF (.pdf)

- a) **Cover Letter:** The cover letter shall be signed by an authorized representative of the company(s). The cover letter must contain a commitment to provide the Services described herein and a written acknowledgement to agree to enter into a written contract with the Board for the Services. The letter shall indicate that the Proposer's submittal is firm for a period of at least one-hundred twenty (120) days. The letter shall also include a brief narrative description

III. SUBMITTAL REQUIREMENTS

of the company and its service offerings. It shall also identify the contact person for contractual negotiations, administration and for arranging an oral presentation.

- b) **Proposer's Execution Page:** The Proposer's Execution Page must be appropriately completed.
- c) **References:** A minimum of three (3) non-board references from related projects of similar scope and magnitude for which the Proposer is currently providing services or has provided similar to the Services required herein. Telephone number of the contact person, must be provided. The Board reserves the right to contact these references.
- d) **Financial Statements:** Electronic copies via BonFire 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 must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Proposer(s). The financial statements shall only be included with the electronic submission.
- e) **Insurance Requirements:** Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these Services.
- f) **Licenses:** Submit copies of Proposer's City of Chicago and State of Illinois, and all other licenses relevant to the performance of the Contract.
- g) **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted. Indicate **N/A** if Proposer will not be part of a joint venture agreement.
- h) **Work History with Board:** List, and briefly describe, any past work history with the Board, including the specific project worked on or the specific products delivered to the Board.
- i) **Contracts with Sister Agencies:** Proposer shall submit a list of current contracts with pricing it has with the Board's sister agencies, including, but not limited to, the City of Chicago (COC), Chicago Park District (Parks), Chicago Transit Authority (CTA), Chicago Housing Authority (CHA), City Colleges of Chicago (CCC), and the Office of Emergency Management and Communications (OEMC) for the same or similar Services and Products. The list shall include the title and date of the contract and the contracting sister agency.
- j) **Qualifications of Company:** Proposer shall describe its experience in providing the Services requested in the RFP. Proposer shall outline the number of years the company has been in business and provide an overview of the experience and background of the company and its committed key personnel. Proposer shall also identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e. corporation, joint venture, limited partnership, etc.), the names of its principals or partners, and confirmation that Proposer is authorized to do business in the State of Illinois. If Proposer is a business entity that is comprised of more than one legal participant (e.g., Proposer is a joint venture, partnership, etc.), then Proposer must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.
- k) **Qualifications of Key Personnel**
- l) **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient

III. SUBMITTAL REQUIREMENTS

performance under a contract or agreement; a respondent in an administrative action for deficient performance or a defendant in a criminal action. Indicate **N/A** if Proposer does not have any legal actions as described above.

- m) **Contractor's Disclosure Form (Refer to Attachment A):** The Contractor's Disclosure Form must be signed and notarized.
- n) **W-9 Tax Form (Refer to Attachment B):** W-9 Form Request for Taxpayer Identification Number and Certification Affidavit properly completed.
- o) **MBE/WBE Compliance Plan (Refer to Attachment C):** All sections of the *Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts* that apply to your business entity must be filled out in their entirety. Any sections that do not apply must be clearly marked **N/A**. These completed documents must be submitted with the required copies of your Proposal. Please note that all MBE/WBE documents in reference to your business that require a notarized signature must also be included in the submittal package. For the term of this Contract, Proposer shall adhere to the minimum goals set at 25% for MBE and 5% for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the program.
- p) **Response to Scope of Products and Services:** Proposer must acknowledge, address and answer in detail.
- q) **Cost Proposal (Refer to Attachment D):** The Cost Proposal (Excel attachment) must be filled out in its entirety and returned in Excel format with this RFP package. Failure to fill out the Cost Proposal in its entirety shall result in the Proposal being automatically eliminated from this RFP process. Proposer shall identify all eligible and ineligible costs as delineated under E-Rate regulations. Proposers are recommended to consult the SLD website for eligibility lists pertinent to the relevant eligibility conditions (<http://www.universalservice.org/sl/>).
- r) **Interrogatories (Refer to Attachment E):** All Interrogatories must be answered and returned with this RFP package.
- s) **Service Level Agreement (Refer to Attachment J):** Proposer must acknowledge, address and answer in detail
- t) **Performance and Payment Bond:** On or before the date of execution of this Contract, Proposer shall furnish the Board's Chief Procurement Officer with a Performance and Payment Bond in an amount equal to 100 percent of the estimated installation and construction costs for the Services, referencing this Contract, and complying with the requirements of Illinois law regarding bonds on public works. The bond shall be in a form and issued by a surety acceptable to the Board, and licensed as a surety by the State of Illinois. The bond is security for the faithful performance of the Services and the payment of all persons supplying labor, materials, equipment, and services of any nature to Proposer in connection with the Contract. The bond shall be furnished together with the current power of attorney for the person or persons signing on behalf of the surety, which power of attorney shall be sealed and certified with "first hand signature" by an officer of the surety. A facsimile signature shall not be accepted by the Board. In addition, the acknowledgment of the principal on the bond shall be notarized with his or her official title identified.

With any Proposal submitted, Proposers should attach a letter from its bonding company that states ALL of the following: 1) Proposer's Bonding Capacity (aggregate dollar amount); 2) the current amount of bonding outstanding; and 3) how long the bonding company has been providing bonds.

III. SUBMITTAL REQUIREMENTS

- u) **Compliance with E-Rate Program Requirements (Attachment F):** A service provider identification number (SPIN) is used by the SLD/USAC as a means of identification and tracking records. Proposer shall submit a copy of its official letter from SLD/USAC confirming assignment of a SPIN number. The Proposer shall provide a description of their experiences in the following areas:
- i) Providing a dedicated team of experts to advise clients in E-Rate related matters. This includes providing legal and technical support for interpreting SLD rules and regulations.
 - ii) Participation in an SLD audit of the E-Rate program, if any. Describe the role played and the lessons learned from the experience(s).
 - iii) Provide, in detail, any current litigation your firm is party to that originated from your participation in an E-Rate eligible project.
 - iv) List and briefly describe any instances of non-compliance with FCC rules determined by FCC/SLD/USAC in any E-Rate matter.
 - v) Provide the name of the auditor(s) that the Proposer intends to retain as outlined in Compliance Terms of E-Rate Program (Attachment F), Section A.1.
 - vi) Provide a copy of the FCC Registration Number for Proposer's Taxpayer Identification Number and a written certified statement that Proposer represents and warrants that Proposer does not owe any non-tax payments to the federal government and/or the Federal Communications Commission, according to Debt Collection Improvement Act of 1996 (DCIA).
 - vii) Provide a copy of the most recent Service Provider Annual Certification form (FCC Form 473).
 - viii) Provide a list of E-Rate funding request participation for the last three years, including Funding year, FRN#, Approved/Denied, Service Description, Name of School District/Dollar Amount Funded/Denied/Reduced.
- v) **E-Rate Resource/Consultant:** Describe the qualifications of Proposer's E-Rate Resource/Consultant who is familiar with the E-Rate invoice process and submission process to the SLD. A resume shall be submitted as part of this submittal.
- w) **Proposed Staffing – Org Chart, Staffing Levels and Skills/Experience:** All Proposers must submit a proposed staffing plan, including but not limited to an organizational chart, staffing levels and skills/experience of those of Proposer's employees, agents, and subcontractors who would perform the Services described in this Agreement.

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IV. EVALUATION CRITERIA AND BASIS OF AWARD

1. **SELECTION PROCESS**

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Office of Information Technology Services, Safety and Security, E-Rate Program, the Department of Procurement and Contracts and may include representatives from other Board Departments, will review proposals, in accordance with the evaluation criteria set forth below. The Evaluation Committee will submit its recommendation to the Chief Procurement Officer for review and concurrence, and request that the Chief Procurement Officer recommend to the Board that those Proposers meeting the Board's criteria be awarded the Contract. At the discretion of the Board, a short-list may be established to make oral presentations prior to final selection.
- b) **Competency of Proposer:** No award will be made to any person, firm or corporation that is in arrears or is in default with the Board, the City of Chicago, the State of Illinois and the County of Cook upon any debt or contract, or that is a defaulter upon any obligation to the Board, or has failed to perform faithfully on any previous contract with the Board.
- c) **Consideration of Proposals:** The Chief Procurement Officer shall represent the Board in all matters pertaining to this RFP. The Chief Procurement Officer reserves the right to reject any response and to disregard any informality in the responses when, in his opinion, the best interest of the Board will be served by such action. **Proposers unable or unwilling to participate in the federal E-Rate Program or comply with Board requirements related to the E-Rate Program will automatically be eliminated from this RFP process.**
- d) **Addenda to this RFP:** Any revisions of this RFP deemed necessary by the Chief Procurement Officer will be made only by an addendum issued by the Department of Procurement and Contracts prior to the response due date of this RFP. A copy of any such addendum will be posted on the Office of Procurement and Contracts website at: <http://www.csc.cps.k12.il.us/purchasing/> and may be e-mailed or mailed to Proposers who have not waived receiving such materials directly. Failure on the part of the Proposer to receive any written addenda will not be grounds for withdrawal of a RFP. Proposer must acknowledge receipt of each addendum issued on the RFP Proposers Execution Page. Oral clarifications offered by any Board employees will not be binding on the Board.

2. **EVALUATION CRITERIA**

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

- a) Proposals shall be evaluated in accordance with E-Rate rules which require that price be the primary factor.
- b) Submission of all submittal requirements.
- c) Compliance with E-Rate Program Requirements.
- d) The professional qualifications and experience of the Proposer necessary to provide the Services as outlined herein.
- e) The past performance of the Proposer on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Proposer's record of past performance.

IV. EVALUATION CRITERIA AND BASIS OF AWARD

- f) The evaluation of the MBE/WBE Compliance Plan will be based on the quality of proposed MBE/WBE participation as demonstrated by the level, relevance and quality of participation by MBE/WBE's. It should be noted that failure to submit a complete and comprehensive MBE/WBE Compliance Plan demonstrating compliance may cause the Proposer to be deemed non-responsive and the Proposer may be disqualified. Proposed MBE's and WBE's must be identified through the submission of Forms 100, 101, 102 (if applicable), 103A and 103B (if applicable) 104 and 106 (if applicable), refer to Attachment C.
- g) Cost Proposal, refer to Attachment D.
- h) The quality of the responses to Interrogatories, refer to Attachment E.
- i) Quality of the Service Level Agreement Attachment J
- j) The quality of the responses received from the three (3) references.
- k) Longevity of business organization and financial stability of Proposer.
- l) Legal Actions which may affect performance of the Services required under this RFP.
- m) 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.
- n) Compliance with the Insurance Requirements cited herein.
- o) Degree to which Proposer accepts the Board's general and specific terms and conditions.
- p) Capacity of the Proposer to handle the assigned project.
- q) Compliance with E-Rate Program Requirements.
- r) Quality of Proposed Staffing – Org Chart, staffing levels and skills/experience

3. BASIS OF AWARD

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

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

V. PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 15-350037 containing a full set of documents, including, 1) General Invitation, 2) Scope of Products and Services, 3) Submittal Requirements, 4) Evaluation Criteria and Basis of Award, 5) Proposer's Execution Page, 6) Attachments A, B, C, D, E, F, G-1, G-2, H, I, and J and 7) Addenda Nos. _____ (none unless indicated here). The Proposer is responsible for reading and understanding all sections of this RFP, and affirms that the Proposer shall be bound by all of the terms and conditions contained in this RFP.

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

A photocopy of this page is not acceptable.

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"). Proposer acknowledges that if the Board receives a FOIA request for your Proposal, the Board must release those documents to the requester. However, the Board will consider redacting any Addendum to your proposal which 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 this Addendum 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 Proposers request to mark the entire bid, or substantial parts of the proposal as confidential. In such cases, the entire proposal will be subject to disclosure under FOIA. Proposer agrees to indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the Addendum designated as trade secrets or proprietary information.

PROPOSER'S NAME: _____ ADDRESS: _____

BY: _____ CITY: _____
(Signature)

TELEPHONE: _____

NAME: _____

TITLE: _____
(Printed)

Subscribed and Sworn to before me
this ____ day of _____

ATTEST BY: _____
(Signature)

Notary Public Signature
Seal of Notary

NAME: _____

TITLE: _____

Corporate Seal (requested not required)

ATTACHMENT A
Contractor's Disclosure Form

ATTACHMENT B

W-9 Tax Form

ATTACHMENT C
MBE/WBE Compliance Plan

ATTACHMENT D

Cost Proposal

ATTACHMENT E

Interrogatories

ATTACHMENT F

Compliance Terms of E-Rate Program

I. COMPLIANCE TERMS OF E-RATE PROGRAM

As part of the Proposer's participation in the E-Rate program, the Proposer must comply with the requirements below: All SLD/USAC forms needed by the Proposer can be found at: <http://www.universalservice.org/sl/tools/required-forms.aspx>. All costs related to Proposer's compliance with these terms are the sole responsibility of the Proposer and shall not be additional costs to the Board.

- A. Proposer must retain the services of a Board-approved third-party auditor to provide an annual report of E-Rate activities in conjunction with the SLD/USAC.
- B. Proposer shall provide evidence of sufficient working capital to fund and maintain the rendering of the Services and Supply of Products under the Agreement, while waiting for USAC to provide payment to Proposer.
- C. Proposer must submit invoices and supporting documents approved by the Board as provided in Attachment H, E-Rate Invoicing Requirements.
- D. File with the SLD/USAC a Service Provider Annual Certification form (SPAC – FCC Form 473).
- E. Assist the Board with preparing all administrative paperwork required by SLD/USAC at the direction of the Information Technology Services ("ITS") E-Rate Program Manager impacting delivery of E-Rate Eligible Services.
- F. Demonstrate knowledge and expertise of Federal Communications Commission ("FCC") rules, regulations, and guidelines related to the E-Rate Program.
- G. Advise the Board of FCC regulation changes and their impact on E-Rate Eligible Services provided by the Proposer.
- H. Review the Eligible Services List and recommend eligible solutions to the Board.
- I. Prepare correspondence to the SLD/USAC and/or FCC on behalf of the Board (e.g. Service Substitution requests and other related matters) directly related to the E-Rate eligible Services.
- J. Assist the Board in appealing any adverse ruling of the SLD/USAC and/or FCC that are directly associated with E-Rate Eligible Services.
- K. As requested, provide the Board with written opinions relating to eligibility and compliance with E-Rate rules, regulations and guidelines as deemed appropriate by the Board in support of the eligible Services.
- L. Assist in the preparation and provide staff as requested by the Board for Beneficiary Audits conducted by the FCC and/or their agents.
- M. Make staff available for any audits that are conducted by the Board's third-party auditors.
- N. Proposer shall also obtain and provide to the Board a FCC Registration Number and the Proposer's Taxpayer Identification Number on or before the time of execution of the Agreement.
- O. Provide a dedicated team of experts to advise clients in E-Rate related matters. This includes providing legal and technical support for interpreting SLD rules and regulations.

ATTACHMENT G-1

Audit Requirements for E-Rate Program

I. OVERVIEW

A. Objective and Scope

The objective of the engagement of an Independent Auditor(s) ("Auditor") retained by Proposer is to review amounts billed to the Schools and Libraries Division ("SLD") and the Board by service providers for each E-Rate Funding Year to determine if adequate documentation is available to support all expenditures and also to determine if all expenditures are considered eligible for the E-Rate Discount according to the E-Rate program guidelines. The scope of the audit review shall include a review of all transactions and expenditures. Reviews shall be conducted from the time period concurrent with the funding year, commencing July 1, 2016 and ending June 30, 2019, or such later date as to which the Agreement may be renewed or extended. Dates are subject to change based on the actual start date of Services.

B. Approach

The Board's planned approach for achieving this objective is detailed in Attachment G-2. The Auditor shall proceed through the tasks in a sequential manner to ensure completion of the Project on a timely basis. Proposer's Auditor and team must work with the Board's E-Rate Representatives to develop any plan that further implements the planned approach or deviates from the planned approach for the methodology, time frame, documents required and work-steps of the audit. The Board's E-Rate Director shall review and approve the proposed plan before any audit activities may commence. Proposer's Auditor shall provide Project Management services at no cost to the Board for each annual audit. Such services shall include, but are not limited to the following: (a) attendance at status meetings with the Board's key stakeholders; (b) document preparation; and (c) document review by the Auditor's senior level management. During status meetings, the Auditor shall be required to brief the E-Rate Program Director and others as appropriate on the progress of Services and supply of Products and to advise on matters that may affect the Project timeframe or deliverables. This aspect of the methodology is critical to ensuring quality Services and Products.

C. Team

Proposer's Audit Team and/or certified public accounting firm assigned to perform Proposer's obligations under the Agreement shall have the necessary experience, training, and expertise in the E-Rate program to enable them to perform their duties and responsibilities under the Agreement. Before the assignment of the Auditor's Project team and/or certified public accounting firm, Proposer shall provide the Board with the qualifications of the prospective individuals for the Project team and/or certified public accounting firm, an opportunity to interview such individuals, and shall obtain the written consent of the Board's E-Rate Director and the Chief Information Officer. If the services of the Auditor or a team member are unsatisfactory, the Board retains the right to require the Proposer to retain another Auditor.

D. Deliverables

Deliverables shall include a final year-end audit report containing the Auditor findings identifying deficiencies in the reporting of expenditures and recommendations for improvement in operations. The Auditor shall be required to deliver the final draft report to the Board within [45] days after the conclusion of the funding year. As the draft reports are completed, the Auditor shall present them to the Office of Information Technology Services ("ITS") management for review and comment, revise the report as necessary, and finalize for distribution within [10] calendar days. The Auditor can expect that, within two weeks of submitting a draft report, the Auditor shall receive comments from the Board and shall need to revise the report if appropriate. All audit reports shall be produced on the Auditors letterhead.

All deliverables associated with this engagement are intended solely for the use of the Board and are not intended for use by any third party. Proposer shall require the Auditor to comply with the contract terms regarding confidentiality, non-disclosure of confidential information, ownership of

ATTACHMENT G-1

Audit Requirements for E-Rate Program

intellectual property, and turning over documents related to Services and Products supplied to the Board.

E. Timeframe

The proposed timeframe is to complete the audit are outlined in detail by task in the planned approach, attached as Attachment G-2 and are subject to final funding commitment approval by the SLD/USAC. Once approved, the Board shall submit a Form 486 certifying the actual start date of the date of the Project or rendering Services and supplying Products. The dates of the review are dependent upon the timely receipt of all documentation requested, E-Rate Project start dates, and the availability of the Board's Designated Contact Person and E-Rate Director. The Auditor shall advise the Board's Designated Contact Person and E-Rate Director of any issues or circumstances affecting the timetable during regular status meetings. In such cases, Proposer shall work with ITS management to agree upon appropriate next steps.

F. Reasons for Audit of Proposer's Supporting Documentation

To ensure that the Board continues to comply with federal regulations, Proposer shall implement year-end program audits of all spending and documentation that falls under the auspices of the E-Rate program. Through the year-end audit, Proposer and the Board shall be able to determine if expenditures are eligible in accordance with E-Rate Program guidelines, to identify any weaknesses or other deficiencies at year-end and rectify any inconsistencies in a timely manner. As a result, the Board shall have a better managed E-Rate program and shall be well prepared for any future SLD/USAC audits.

G. Status Updates

Proposer and Auditor shall hold regular status update meetings with ITS and provide progress of their work. Status meetings shall be held at least at the inception of the Project and each year-end thereafter.

I. ADDITIONAL REQUIREMENTS OF THE PROPOSER

In addition to the terms set forth above, Proposer's Auditor shall include, in its audit program, steps to determine that Proposer is in compliance with the following:

1. Project management costs are separated from other charges.
2. Where labor is involved, detailed and signed individual timesheets are included.
3. Ineligible charges are not submitted to SLD/USAC.
4. Form 470, Form 471, the Agreement, and invoices are all consistent.
5. Substitute Services and Products are prominently noted.
6. Rendering Services and supplying Products do not start prior to the approved start date noted on Form 470.
7. Where applicable, Recurring Services are performed and Products are installed prior to June 30th of the funding year in question (and Non-Recurring Services and Products are provided prior to September 30th).
8. Supporting documentation is sufficient to evidence that what was approved per the Funding Commitment Decision Letter was actually provided.
9. Supporting documentation provides sufficient support from initial funding approval, through Service delivery, and concludes with final installation prior to the required date.
10. If E-Rate eligible Services are included as part of a larger contract or service billing, support for the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed is provided.
11. If E-Rate eligible Services rendered by a single Proposer are allocated to multiple schools, support for the allocation must be reconciled to the amounts and locations identified in Form 471.
12. Proof that E-Rate-funded Service was rendered within the allowable Service Delivery Deadline.
13. Proper Funding Request Number (FRN) was charged.
14. Invoices and SLD/USAC forms are submitted to the Board in a timely manner.

ATTACHMENT G-1

Audit Requirements for E-Rate Program

15. USAC forms are filled out completely.
16. Forms 474 are signed and dated by a representative of Proposer.
17. If applicable, bill of materials/Network electronics are broken down by quantity, make, manufacturer and costs.
18. If applicable, fixed asset lists are maintained with detailed information for each item (make, serial number, product description, physical location (including room numbers and the history if equipment was moved), date installed, FRN customer bill reference number(s), pre-discount cost, non-discount portion.
19. If applicable, testing of equipment to confirm that it is functioning and maintaining documentation of the results for the time periods required by the Contract.
20. If applicable, document the delivery and installation of equipment using a completion certificate signed by the Proposer. Maintain completion certificates in a permanent file.

ATTACHMENT G-2

Audit Requirements for E-Rate Program

Annual E-rate Review PLANNED APPROACH

Proposer's auditor shall:

Review of Year xx			
Tasks	Action Steps	Deliverables	Timeframe
1.1 <i>Conduct kick-off meeting</i>	<ul style="list-style-type: none"> ◆ Conduct an entrance conference with ITS executive management to gain an understanding of the project scope and objectives. 	<ul style="list-style-type: none"> ◆ Scope letter 	July 20xx
1.2 <i>Conduct planning</i>	<ul style="list-style-type: none"> ◆ Interview key ITS management members as well as service provider personnel and document our understanding of any changes in the E-rate program specific to Year xx including the following. <ul style="list-style-type: none"> ○ Billing processes. ○ Program management structures ○ Period of eligibility for program expenditures. ○ Items eligible for discount. ○ Amount of discount. ◆ Obtain and review any pertinent documentation related to eligibility of items, discount percentages, billing process, and project management structure (how Proposer will manage the Project), including E-rate eligibility guidelines, written manuals, sample invoices, instructions to contractors, etc. ◆ Review 471's, FRN funding commitments, E-rate program budgets, and project plans to gain an understanding of the scope of the Year xx project as well as to identify any potential risk areas. ◆ Develop an effective procedure for communicating project status, agree on a timetable for delivery of requested documentation and completion of the project, and discuss format of report. 		July – August 20xx

ATTACHMENT G-2

Audit Requirements for E-Rate Program

Annual E-rate Review PLANNED APPROACH

Proposer's auditor should be sure to obtain and review the following E-rate-related documents:

Review of Year xx			
Tasks	Action Steps	Deliverables	Timeframe
1.3 Documentation request	<ul style="list-style-type: none">♦ Request documentation necessary to conduct review, including the following.♦ 471 forms, FRN funding commitments.♦ Maintenance report broken down by device type and School.♦ 474 forms, all of Proposer's internal connections, internet access, and telecommunications invoices, summary spreadsheets, and supporting documentation, including individual contractor and subcontractor invoices.♦ Guidelines for program Year xx E-rate eligibility requirements.♦ Service Provider listing of credit memos and other adjustments.♦ Close out packages for each School project, as appropriate.♦ Vendor and supplier contract awards.♦ Listing of field and change orders.♦ Proofs of disbursement for amounts paid by the Board to Proposers – either cancelled checks or accounts payable reports.♦ Proofs of disbursement for amounts paid by SLD/USAC to Proposers – SPIF details reports.♦ Materials and inventory budget and usage reports, including shipment and distributor records.♦ Supporting documentation can include; list of equipment covered under maintenance contracts, work orders, meeting minutes, maintenance logs, etc.♦ Block 4 listing for each service.♦ Timesheets.	<ul style="list-style-type: none">♦ Documentation request list	September – October 20xx

ATTACHMENT G-2

Audit Requirements for E-Rate Program Annual E-rate Review PLANNED APPROACH

Tasks	Action Steps	Deliverables	Timeframe
1.4 <i>Review available E-rate program documentation to determine compliance with E-rate eligibility requirements, and accuracy, existence, and completeness of reporting</i>	<p><i>Review available E-rate program documentation to determine compliance with E-rate eligibility requirements and accuracy, existence, and completeness of reporting. Key items to consider when reviewing expenditures for eligibility include the following.</i></p> <ul style="list-style-type: none"> ♦ <i>Eligibility of items</i> <ul style="list-style-type: none"> ○ Were the Services and Products purchased eligible under E-rate program guidelines? ○ Was an invoice or other documentation available to support the expenditure? ○ Was the description on the invoice sufficient to support the expenditure? ○ Is there a process in place to identify and remove ineligible items from invoices? ♦ <i>Period of eligibility</i> <ul style="list-style-type: none"> ○ Were the Services and Products purchased or was the actual fieldwork conducted during the period of eligibility? ○ Were field orders and change orders approved during the period of eligibility? ○ Were contractor invoices submitted during the period of eligibility? ♦ <i>E-rate discount percentage</i> <ul style="list-style-type: none"> ○ Was the proper discount percentage applied to transactions? ♦ <i>Funding Request Commitment.</i> <ul style="list-style-type: none"> ○ Was the appropriate FRN charged for the expenditure? ♦ <i>Proof of Payment</i> <ul style="list-style-type: none"> ○ Were the contractors and suppliers paid for their Services and Products by the SLD/USAC and the Board? 	<ul style="list-style-type: none"> ♦ Potential Findings ♦ Work Papers 	September 20xx – September 20xx

ATTACHMENT G-2

Audit Requirements for E-Rate Program

Annual E-rate Review PLANNED APPROACH

<i>Review of Year xx</i>			
<i>Tasks</i>	<i>Action Steps</i>	<i>Deliverables</i>	<i>Timeframe</i>
1.5 <i>Develop findings and recommendations</i>	<ul style="list-style-type: none"> Based on the results of the auditors review, the auditor should develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the E-Rate program. The findings will highlight questionable expenditures and other concerns identified in the review of the documentation. The auditor will also provide updates/developments related to the status of findings and recommendations from previous quarterly reports. 	<ul style="list-style-type: none"> Findings and Recommendations 	September 20xx – September 20xx
2.0 <i>Conduct gap analysis of the project management techniques and business processes used by Proposer to manage the E-rate program</i>	<ul style="list-style-type: none"> Conduct interviews with ITS and Proposer's E-rate program management to gain an understanding of the processes in place to manage the E-rate program. Obtain and review existing documentation supporting the program's organizational structure, project management techniques, processes, policies, and procedures. 	<ul style="list-style-type: none"> Findings and Recommendations to be included in Draft Reports 	September 20xx – September 20xx
2.1 <i>Develop findings and recommendations</i>	<ul style="list-style-type: none"> Based on the results of the review, the Board will develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the E-Rate program. 	<ul style="list-style-type: none"> Findings and Recommendations to be included in Draft Reports 	September 20xx – September 20xx (Deadlines detailed in audit memorandum)

ATTACHMENT G-2

Audit Requirements for E-Rate Program

2.2 <i>Draft reports; Conduct exit conference</i>	<ul style="list-style-type: none">◆ Prepare and submit draft reports based upon the Services performed and Products delivered. The format of the final reports will be discussed with ITS management prior to delivery to ensure that the Board provides the auditor with the information it needs.◆ Conduct exit conferences with ITS management and other personnel as appropriate to discuss the findings and recommendations.◆ As necessary, the Board will make revisions and conduct additional follow-up to flush out any questions or concerns.◆ Present ITS management with final draft reports.	◆ Draft Report	TBD
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ATTACHMENT H

Invoicing Requirements for E-Rate Program

I. E-RATE INVOICING REQUIREMENTS

Proposer shall ensure that the E-Rate eligible Products and/or Services provided to the Board are in compliance with the E-Rate program. For E-Rate purposes, Proposer shall include the following information for E-rate services/products on each invoice:

- A. Date of Invoice.
- B. Dates of Service or supply of Product.
- C. Funding Request Number ("FRN").
- D. Proposer's signature on invoice attesting to accuracy and completeness of billings.
- E. Detailed description of Services performed or Products supplied which match contract specifications.
- F. Breakdown of amount to be billed to SLD/USAC (eligible charges) and amount to be billed to the Board (ineligible and other charges), indicating the full pre-discount cost with the discount.
- G. Itemized list (both electronic and hard copy) of all E-Rate In-Eligible charges per month.
- H. Invoice on Proposer letterhead or on a Proposer-generated form.
- I. The Board' Billed Entity Number (BEN) number –135749.
- J. E-rate Funding Year.
- K. Proper discount percentages are charged based on the approved Funding Commitment Decision Letter.
- L. Submit a Service Certification Form and a copy of the Service Provider Invoice Form (Form 474).
- M. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
- N. Documentation of any tariff rates changes (if applicable) throughout duration of the Contract.
- O. Maintain and submit Customer Service Records as identified in the RFP so the ITS Telecommunications Manager can review and make any determination about E-rate eligibility.
- P. Proposer shall have a process established so that only E-rate eligible Products and/or Services are being billed on a monthly basis. In the event that an E-rate Product and/or Service has been mistakenly billed, the Proposer shall work in good faith with the ITS Telecommunications Manager to correct any billing errors; and credit the Schools & Libraries Division, if applicable.
- Q. Work with the Board to ensure Services and/or Products are only provided to E-rate eligible entities.
- R. Provide soft copies of all submitted invoices.
- S. All SLA violations shall be netted out against the pre-discount amounts of an invoice.

ATTACHMENT I

Terms and Conditions of E-Rate Agreement

This _____ (this "**Agreement**") is effective as of the 1st day of July 2016 (the "**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**") and _____, with offices located at _____ ("**Vendor**"), each a "**Party**" and collectively "**Parties**" herein.

RECITALS

A. WHEREAS, the Board desires that Vendor provide certain services, products and deliverables ("**Services**" or "**Services and/or Products**"), more fully described herein to the Board; and

B. WHEREAS, Vendor has demonstrated expertise in providing such Services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such Services and is desirous of providing such Services and/or Products to the Board.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree:

1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement will commence July 1, 2016 and end on June 30, 2019 (the "**Term**"), unless terminated sooner as provided in this Agreement. The Board will have the option, following formal approval of the Board, to renew this Agreement for three (3) additional one (1) year periods (each an "**Renewal Term**") under the same terms and conditions contained in this Agreement with the cost to be negotiated at the time of the extension. The Board may extend or abbreviate the Term or any Renewal Term if such extension or abbreviation is necessary to make the Term of this Agreement coincide with the "funding year" or "implementation period" as defined by the USAC (defined hereafter). Any renewal of the Term as described above and as authorized by the Board will be completed by a written agreement signed by the authorized representatives of each party.

3. **Scope of Services:** Vendor agrees to provide the Services as described in this Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. "**Products**" means collectively the hardware, software, documentation, updates, and any components, equipment, or accessories as described in this Agreement, including in Exhibit A, that are necessary for the Services to be provided. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the scope of Services. Any such changes, including but not limited to any increase or decrease in Vendor's compensation, shall be in accordance with the Change Management Process described in this Agreement and shall be documented by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.

4. **The Universal Services – Support Mechanism**

4.1. **Definitions Related to the E-rate Program.**

a. "**E-rate Program**" means the program currently administered by the SLD/USAC or any of its successors under which eligible schools, libraries and consortia may receive discounts for eligible telecommunications services, Internet access and internal connections through the Universal Service Fund ("**USF**").

ATTACHMENT I

Terms and Conditions of E-Rate Agreement

- b. **"E-rate Discount"** means the discount that eligible schools, libraries and consortia may receive for the acquisition of eligible telecommunication services, Internet access and internal connections.
- c. **"USAC"** means the Universal Service Administrative Company, a private not-for-profit company that provides access to affordable telecommunication services in the United States and its territories through its administration of the USF. The USAC administers the USF under regulations promulgated by the Federal Communications Commission (the **"FCC"**).
- d. **"SLD/USAC"** means the Schools and Libraries Division, that branch of the USAC which administers the E-rate Program providing affordable access to telecommunications services for all eligible schools, libraries and consortia in the United States and its territories.
- e. **"Discounted Portion of E-rate Eligible Services and/or Products"** means that portion of the charge for E-rate eligible services, equipment and/or products, anticipated to be funded by SLD/USAC as further described in Exhibit B. The Board shall have no liability for the Discounted Portion of E-rate Eligible Services and/or Products.
- f. **"Non-Discounted Portion of E-rate Eligible Services and/or Products"** means that portion of the charge for E-rate eligible services, equipment and/or products, anticipated to be funded by the SLD/USAC, for which the Board is responsible for payment as described in Exhibit B. The Non-Discounted Portion plus the Ineligible E-rate Services and/or Products (as defined below) will not exceed the Total Board Cost as defined in Section 5.
- g. **"Eligible E-rate Services and/or Products"** means services and/or equipment and products identified as eligible for the E-rate Discount in Exhibit B.
- h. **"Ineligible E-rate Services and/or Products"** means services and/or equipment and products ineligible for the E-rate Discount as described in Exhibit B. The Ineligible E-rate Services and/or Products plus the Non-Discounted Portion of E-rate Eligible Services and/or Products will not exceed the Board's Total Cost as defined in Section 5.
- i. **"Invoice Receipt Deadline"** means the deadline established by the SLD/USAC for the filing of Form 472 or Form 474 invoices for the Discounted Portion of E-rate Eligible Services and/or Products. The Invoice Receipt Deadline is normally 120 days after the Service Delivery Deadline.
- j. **"Service Delivery Deadline"** means the deadline established by the SLD/USAC by which time Products and/or Services must be delivered and installed based on FCC notices, rules, regulations, and guidelines.
- k. **"Recurring Services"** means services generally offered on an ongoing basis and paid for in regular monthly, quarterly or annual payments.
- l. **"Non-Recurring Services"** means those services generally offered on a one-time basis.
- m. **"Form 474"** means the service provider invoice ("SPI Form") that is submitted by the service provider to the USAC to request reimbursement for discounts already provided on customer invoices.
- n. **"SPIN"** means a service provider identification number, the unique number assigned to each service provider participating in the USF.
- o. **"Eligible Services List" or "ESL"** means the list of services approved by the FCC for funding under the Schools and Libraries Programs. The ESL is funding year specific.

ATTACHMENT I

Terms and Conditions of E-Rate Agreement

p. **"Beneficiary Audits"** means the audits performed by the FCC, USAC, or national accounting firms to determine if the beneficiaries (the recipients of discounted services) comply with FCC rules and reasonable business practices. The USAC hires the accounting firms to perform the audits in order to prevent waste, fraud, and abuse of the E-rate Program.

q. **"Customer Bills"** means the invoices submitted to the Board. This is used to differentiate between Board invoices and invoices submitted to the SLD/USAC.

r. **"Form 498" ("Service Provider Information Form")** means the form that service providers complete in order to participate in the USF program. This form provides contact information at the company/corporate level as well as contract information for each USF program.

4.2. **SLD/USAC Procedure:** The SLD/USAC will specify in the Funding Commitment Decision Letter (**"FCDL"**) the approved discount level and the approved funding amount of any Services and/or Products. Once the FCDL has been issued and service has begun, the Board will then submit FCC Form 486, **"Receipt Notification Letter"** to the SLD/USAC. The SLD/USAC will subsequently issue a Form 486 to both the Board and Vendor. The Board will separately notify Vendor when to begin to provide the Eligible E-rate Services and/or Products. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The Board will notify Vendor of its intent to order all or a portion of the Services and/or Products covered by one or more of the approved funding commitments included in the FCDL. Vendor may be requested to deliver Services and/or Products prior to receipt of such notice; however, such services may only include Category 2 (formerly known as Priority 2) Basic Maintenance Services as defined by SLD/USAC.

4.3. **Representations and Warranties of Vendor:** Vendor represents and warrants that it will provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Vendor also represents and warrants that it has carefully identified components of Services that are Eligible E-rate Services. Further, through internal audit and review of the Services performed during the Term of this Agreement, Vendor represents and warrants that it will ensure that the Services being provided through the E-rate Program are limited to Eligible E-rate Services.

Notwithstanding the foregoing, Vendor is solely responsible for and liable for compliance with all SLD procedures and requirements, including but not limited to SLD requirements for submitting Form 474 as set forth below. Vendor is also solely liable for repayment to the SLD of E-rate Discount funding paid improperly as a result of Vendor's failure to follow SLD procedures and requirements and/or improper billing by Vendor. The Board is not liable for any delays in payment to Vendor by the SLD.

4.4. **E-rate Invoices:** On a monthly basis, as Services and/or Products are accepted by the Board, Vendor will submit invoices and supporting documentation to the Board for written approval. Such invoices and supporting documentation must be acceptable to the Board. Pursuant to the instructions of the Board, such invoices will include the full cost of Ineligible E-rate and Eligible E-rate Services and/or Products. Vendor will be responsible for providing proof of delivery and/or installation for the full cost of approved Ineligible and Eligible E-rate Services and/or Products. Vendor will adhere to the E-rate invoicing requirements as described in Exhibits C and D-1. All approved invoices relating to the E-rate Program will be submitted to the following **"Designated E-rate Contact Person"** for approval:

Chicago Public Schools
Office of Information Technology Services
501 W. 35th Street
Chicago, Illinois 60616
Attn: Designated E-rate Contact Person

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The Designated E-rate Contact Person or her designee will review invoices in keeping with the normal business processes of the Board. The Board will not be obligated to pay for any Services and/or Products not in compliance with this Agreement. The Board will process invoices and make payments in its normal course of business. Vendor will submit all final invoices to the Board no later than 60 days before the SLD/USAC Invoice Receipt Deadline. Vendor will notify the Board immediately if Vendor is unable to submit the final invoices to the Board within the time frame described above and indicate to the Board when Vendor will submit the final invoices to the Board. By submitting the final invoices to the Board late, Vendor acknowledges that the Board may not be able to review the final invoices in time for the Form 474 to be submitted to the SLD/USAC and agrees that the Board will not be liable for the Discounted Portion of E-rate Eligible Services and/or Products should the final invoices not be submitted to the SLD/USAC by the Invoice Receipt Deadline.

4.5. E-rate Procedures. Vendor will provide discounts on invoices provided to the Board and will use the Form 474 to invoice the SLD/USAC for the Discounted Portion of Eligible E-rate Services and/or Products. Vendor will provide the SLD/USAC with truthful and accurate information about its invoices.

a. Vendor will prepare Form 474 and submit it to the Board for written approval. Upon written approval of Form 474, the Board will send a written notice to Vendor to authorize Vendor to submit Form 474 to the SLD/USAC for payment. Vendor is not authorized to submit any discounted invoices to the SLD/USAC without the Board's written approval. If Vendor submits the Form 474 without written approval from the Board, Vendor will withdraw Form 474 at the Board's request within five (5) business days.

b. The Board may request that certain Services start or that certain Products be delivered on July 1 of the then-current funding year of the E-rate Program. The Board may be required to order Eligible E-rate Services and/or Products before the SLD/USAC issues a FCDL. Vendor will accept only the Board's Non-Discounted Portion of E-rate Eligible Services and/or Products until Vendor receives payment from the SLD/USAC. The Board will issue a purchase order to obtain payment of the Non-Discounted Portion of E-rate Eligible Service and/or Products and the total costs of Ineligible E-rate Services and/or Products. No Board funds will be disbursed for Eligible E-rate Services or Products if E-rate funding is denied except for Category 2 (formerly known as Priority 2) Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary for the continuing operations of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support, and configuration changes.

c. Vendor will contact the Designated E-rate Contact Person and submit a sample billing package of invoicing and supporting documentation prior to the start of Services and/or providing Products and submission of invoicing. Prior to the approval of any invoicing, the billing package must be approved by the Designated E-rate Contact Person.

d. Vendor will submit all required documentation in order to support all invoices related to E-rate Eligible Products and/or Services. Vendor must submit the correct billing package each month before Board representatives will provide authorization for Vendor to bill the SLD/USAC for the Discounted Portion of E-rate Eligible Services and/or Products and authorize the payment of the Non-Discounted Portion of E-rate Eligible Services and/or Products. If Vendor does not provide necessary support to validate charges on invoicing activity, Vendor will be notified that the invoice has been rejected. Until the invoice is corrected and the necessary support has been submitted, the Board will not approve of the Service Provider Invoice Form, service certification, or Vendor's invoice. In that event, Form 474 will not be submitted to SLD/USAC.

e. The Board will not reimburse Vendor for additional expenses incurred as a result of updating, maintaining or programming internal accounting systems in order to comply with the E-rate and/or Board documentation and billing requirements.

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4.6. Billed Entity Applicant Reimbursement Process and Service Provider Invoice Process. The Board will utilize either the Billed Entity Applicant Reimbursement (“**BEAR**”) process or the Service Provider Invoice (“**SPI**”) process under the E-rate program during the Term of this Agreement to request reimbursement for approved services for which the Board has already paid. The BEAR process requires that Vendor, as the associated service provider, sign an acknowledgment verifying the appropriate discounts will be provided to the Board. Vendor acknowledges that any reimbursement received from the SLD/USAC on behalf of the E-rate Program will be sent to Vendor. Vendor will promptly, but in no event later than five (5) days following receipt, forward the full amount of that reimbursement to the Board.

4.7. Designated E-rate Resource. Vendor will contract with or employ a designated E-rate resource who is familiar with the E-rate invoice process and submission of invoices to the SLD/USAC. The designated E-rate resource will make commercially reasonable efforts to assist Vendor in the submission of invoices to the SLD/USAC for payment of the Discounted Portion of E-rate Eligible Services and/or Products in a timely manner. E-rate compliance requirements are described in Exhibit C attached hereto.

4.8. E-rate Audit. Vendor will obtain independent audit services to conduct a year-end program and financial audit of its E-rate activities, including but not limited to:

- a. billing and invoicing to the Board and the SLD/USAC, and
- b. proof of delivery, installation and operation (when applicable) of E-rate Eligible Services and/or Products within the applicable E-rate funding/implementation period.

Vendor also will meet with representatives of the Board to discuss and address audit findings following completion of the year-end audit and otherwise as requested. The purpose of the meetings is to determine if adequate documentation is available to support all expenditures and to ascertain if expenditures submitted to the Board are indeed eligible for E-rate Discounts. E-rate audit requirements are described in Exhibits D-1 and D-2 attached hereto. Vendor must complete year-end program and financial audits throughout the Term of this Agreement. The Board will not reimburse for expenses related to costs incurred by Vendor to meet the auditing requirements of this Agreement or the FCC or SLD/USAC in any matter. At no additional cost to the Board, Vendor will make its staff available to cooperate with any audits that are conducted by the Board or any third-party auditors.

4.9. Exclusion of Liability for E-rate Funding. The Board will have no liability for the payment of invoices, costs, charges and/or fees billed by Vendor and/or its subcontractor(s) for:

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. E-rate Eligible Services and/or Products not authorized in writing by the Board;
- c. costs related to delays by the SLD/USAC in reimbursing Vendor for the Discounted Portion of E-rate Eligible Services and/or Products; and
- d. costs of Services and/or Products declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Members of the Board in a Board Report;
- e. costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Board;
- g. costs related to Vendor failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC including, but not limited to, costs relating to (1) missed Service Delivery Deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (2) submission of invoices past the allowable E-rate deadlines as determined by the SLD/USAC; and

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h. costs for the Discounted Portion of E-rate Eligible Services and/or Products that were initially paid to Vendor by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its Commitment Adjustment ("**COMAD**") procedures. Vendor will be solely responsible for meeting COMAD demand payments made by SLD/USAC unless authorized by Members of the Board.

4.10. Change of Administration of the E-rate Program. If the federal government chooses another entity to administer the E-rate Program, the terms "SLD/USAC" and "USAC" contained in this Agreement will refer to the new administrator of the E-rate Program.

4.11. Account Management. Vendor will provide an account manager as a single point of contact for all issues and reporting under this Agreement. Vendor will also provide management reporting related to the Board's purchasing of Services and/or Products from Vendor.

4.12. Authority. Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools ("**CPS**"). All agreements and approvals (written or verbal) of the Board or CPS must be made by an authorized Board employee(s) and the General Counsel of the Board.

4.13. Change. The Board may request a SPIN change if the Board terminates the Agreement for cause or for convenience, in whole or in part, or modifies the scope of Services or other instances as the Board deems appropriate. The Board also may request a SPIN change as otherwise permitted by the rules and regulations of the FCC or SLD/USAC. Vendor will cooperate with the Board in regards to any transition of Services to another service provider as a result of any SPIN change.

5. Compensation, Purchase Orders and Payment:

5.1. Compensation: The maximum compensation payable to Vendor during the Term shall not exceed _____ ("**Maximum Compensation Amount**") without the prior written approval of the members of the Board as an amendment to this Agreement. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed and Products provided during the Term of this Agreement according to the pricing provided in the Schedule of Compensation, attached and incorporated into this Agreement as Exhibit B, and the Board shall not be obligated to pay for any Services, Products or other deliverables not in compliance with this Agreement. Any compensation due Vendor shall be subject to offsets according to the terms of the Service Level Agreement, which is attached and incorporated into the Agreement as Exhibit F. No expenses shall be reimbursed under 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 Services and deliverables not provided.

5.2. E-rate Program: It is anticipated that a portion of the Services and/or Products provided by Vendor may be eligible for funding under the Federal Universal Service Support Mechanism of Schools and Libraries ("E-rate") and the administrator of the program ("**USAC**"). The Board will only be responsible for the Non-Discounted Portion of E-rate Eligible Services and/or Products and the cost of Ineligible E-rate Services and/or Products, the total of which will not exceed the Board's anticipated cost of _____ ("**Board's Total Cost**"). If the SLD/USAC denies funding for all or a portion of the invoices, costs, charges and/or fees of Eligible E-rate Services and/or Products, the Board has the option of discontinuing receipt of the Services and/or Products for which funding was denied by the SLD/USAC any time following ten (10) business days written notice to Vendor. In the event of suspension or discontinuation of services or termination or expiration of this Agreement, the Board will only be responsible for the Non-Discounted Portion of E-rate Eligible Services and/or Products and any expenses incurred, which (1) do not exceed the Board's Total Cost; (2) have the prior written approval of the Board; and (3) are for orders placed prior to the date of such suspension or discontinuation of services or the termination or expiration of the Agreement.

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6. **Key Personnel:** Key Personnel assigned to provide Services to the Board and who are listed in Exhibit E attached hereto ("**Key Personnel**") will continue to provide Services to the Board for the Term of this Agreement, including any renewals, unless the Board requests that the Key Personnel be removed or if any of the Key Personnel resigns or is dismissed, or upon loss/removal of any Key Personnel due to illness, disability or death. Vendor will notify the Board promptly after any Key Personnel resigns or is dismissed, or upon loss or removal of any Key Personnel due to illness, disability, or death. Before the assignment of any Key Personnel or the replacement of any Key Personnel, Vendor will provide the Board, upon the Board's written request, with the resume of the prospective Key Personnel, an opportunity to interview such individual or individuals, and will obtain the written consent of the Board's authorized representative of the assignment of such individual as Key Personnel. Key Personnel assigned to perform Vendor's obligations under this Agreement will have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Vendor is engaged and will have sufficient knowledge of the Board's practices and areas of expertise to enable them to perform their duties and responsibilities under this Agreement. If the Board requests that Vendor remove any Key Personnel assigned to the Board's account, the Parties will attempt to resolve the Board's concerns on a mutually agreeable basis. If the Parties have not been able to resolve the Board's concerns within fifteen (15) business days of receipt of written notice of requested removal from the Board, Vendor will remove such Key Personnel from the Board's account and provide replacement(s) in a timely manner. In the event that the Board has concerns that a Key Personnel poses a risk to the safety or welfare of the Board's students or staff, Vendor agrees that such Key Personnel shall be removed from the Board's account immediately and shall have no further contact with the Board's employees, agents, and students.

7. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply all Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Chief Information Officer. Vendor shall retain and utilize sufficient staff to assure the most effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and supply the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this 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 or confidential information or 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 Services or deliverables or payment for any of the Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

8. **Change Management Process:** During the Term of this Agreement, the parties may determine that change(s) to the Scope of Services or other terms of this Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented. A "**material revision**" includes (i) increasing the cost of the Services to be provided during the Term of this Agreement beyond the Maximum Compensation Amount and/or the Board's Total Cost as identified in this Agreement, as may be amended; (ii) substantial reduction in the Scope of Services; (iii) substantial expansion of the Services to be provided beyond the Scope of Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; or (v) change or modification to the legal terms and conditions in this Agreement. A material revision requires a written amendment to the Agreement approved by the Board and the Board's General Counsel. If the proposed change does not amount to a material revision, the Board's Chief Information Technology Officer and Vendor's authorized representative shall agree in writing to Change Orders before the changes take effect. All Change Orders shall contain a detailed written description of the change in the Services and any associated price change. Any Services provided pursuant to a Change Order will be subject to and comply with the terms of this Agreement. Any material revision that is not completed through a written amendment signed by the

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authorized representatives of the parties, including the Board's President and Secretary, and approved by the Board's General Counsel shall be void and have no legal effect.

9. **Products.** The following provisions will apply to all Products provided by Vendor pursuant to this Agreement:

9.1. **Supply of Products.** Upon installation, all Products will become the sole property of the Board. Vendor will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's Chief Procurement Officer.

9.2. **Right of Inspection and Acceptance.** Upon installation, the Board may inspect the Products and perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the required specifications before accepting the Products.

9.3. **Product Warranty.** Vendor hereby warrants that all Products furnished hereunder will be new and conform to the specifications in this Agreement, will be of merchantable quality and in good working order, and will be free from defects in material, workmanship and design for a minimum period of ninety days (90) from date of receipt of shipment. The Board will have the option to require Vendor to repair or replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products will be warranted for a minimum period from completion of repairs or the remainder of the Product's original warranty, whichever is longer. Vendor will be responsible for transportation charges for all warranty shipments. This warranty will survive inspection, acceptance, payment and expiration or termination of this Agreement. Each warranty will include, but is not limited to, the manufacturer's name, the school's name, the Product number, the length of the warranty, the manufacturer's contact person and the contact number. A separate document containing all warranty information will be provided when Vendor submits its invoice or the invoice will not be processed by the Board.

9.4. **Title Warranty.** Vendor warrants good title to the Products purchased by the Board and that the Products are free and clear from all liens, contracts, chattel mortgages and other encumbrances. Vendor also warrants that it has the lawful right, power and authority to dispose of and sell the Products under this Agreement. At Vendor's sole expense, Vendor will warrant and defend title to the Products against any and all claims.

9.5. **Uniform Commercial Code.** In the absence of a governing provision under the Agreement or should any provision of the Agreement be construed by the court as vague, the corresponding provision of the Uniform Commercial Code, Article 2 will apply.

10. **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 this Agreement, the Board shall notify Vendor and this 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 this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

11. **Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:**

11.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time upon thirty (30) days' written notice.

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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.

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 this 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.

11.2. Suspension of Service: The Board may, upon fifteen (15) calendar days' written notice, request that Vendor suspend supplying Services in whole or part. Vendor shall promptly resume supplying 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. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

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

- a. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- b. Breach of any agreement, representation or warranty made by Vendor in the Agreement;
- c. Default by Vendor under any other agreement Vendor may have with the Board;
- d. 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; or
- e. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
 - (1) Action or failure to act which affects the safety or welfare of students or Board staff;
 - (2) Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 - (3) Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - (4) Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control;
 - (5) Failure to supply the Services in a manner satisfactory to the Board, or inability to supply the Services satisfactorily as a result of insolvency or filing for bankruptcy;
 - (6) Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
 - (7) Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control; or

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- (8) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

11.4. Remedies: The occurrence of any Event of Default which Vendor fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Chief Procurement Officer. Written notification of an intention of the Chief Procurement Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a. The right to take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at the cost of Vendor either directly or through others. Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;
- b. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- c. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff;
- d. The right to specific performance, an injunction or any other appropriate equitable remedy;
- e. The right to receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- f. The right to money damages;
- g. The right to withhold all or part of Vendor's compensation under this Agreement; and
- h. The right to use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

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

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

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11.5. SPIN Change. The Board may request a SPIN change if the Board terminates the agreement for cause or for convenience, in whole or in part, or modifies the scope of services or in other instances as the Board deems appropriate. The Board also may request a SPIN change as otherwise permitted by the rules and regulations of the FCC and/or SLD/USAC. Vendor will cooperate with the Board in regard to any transition of services to another service provider as a result of any SPIN change.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will 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 will be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.6. Turnover of Documents and Records: Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, 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 this Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records.

12. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

13. Board Not Subject to Taxes: The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of Vendor, which remain the responsibility of Vendor.

14. Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:

14.1. 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**" or "**CPS Data**"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined in Section 14.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("**ISAT**") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("**FAFSA**") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor.

14.2. CPS Data: Such information may include (i) "**Student Data**" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "**Staff Data**" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "**School Level Data**" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of

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Student Data, Staff Data, and School Level Data.

14.3. Use of Confidential Information: Vendor shall:

- a. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- b. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in the Compliance with Laws Section.
- c. Any subcontractors engaged by Vendor in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Vendor has assumed in this Agreement with respect to the Confidential Information.
- d. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

14.4. Transmitting and Storing Confidential Information: Vendor shall:

- a. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b. Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("**AES**") algorithm with a key of 256 bits or greater ("**Encrypt**"). The Confidential Information shall only be mailed in accordance with the provisions of Section 14.4(a) above;
- c. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- d. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Vendor shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- e. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information unsecured and unattended at any time;
- f. Vendor shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Vendor shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.

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g. Vendor shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Vendor. Vendor shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Vendor shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

14.5. Dissemination of Information: Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with 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 Services and/or materials provided under the Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it 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, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

14.6. Ownership: Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board shall at all times be and remain the property of the Board. The Board acknowledges and agrees that all intellectual property developed by Vendor and all finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of the Scope of Services ("Work Product") shall at all times be and remain the property of Vendor. Vendor shall grant to the Board a non-exclusive, royalty-free, irrevocable, perpetual license to perform, display or use all Work Product created hereunder. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.

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 proprietary right of any person. Vendor further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

14.7. Unauthorized Access, Use, or Disclosure of Confidential Information: If Vendor becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from Vendor receiving notice of the unauthorized access, use or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use or disclosure of the Confidential Information; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the laws; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use and disclosure, including if required under any federal or state law, providing notification to the affected persons.

14.8. Press Releases; Publicity: Vendor shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Services, nor may Vendor photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

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- 14.9. 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.
- 14.10. Return or Destruction of Confidential Information: Vendor shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product, to the Board within five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Information Officer or his designee that Vendor may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.
- 14.11. Employees, Agents and Subcontractors: Vendor agrees to cause its employees, agents and subcontractors to undertake the same obligations as agreed to herein by Vendor.
- 14.12. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.
15. Vendor's Intellectual Property: All intellectual property, including but not limited to any trademarks, trade dress, copyrights, patents, and any other protectable intellectual property rights, possessed by or developed by Vendor prior to or during performance of Services under this Agreement shall be and remain at all times "Vendor's intellectual property". Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use Vendor's intellectual property to the extent necessary in order for the Board to receive and use the Services provided under this Agreement.
16. Freedom of Information Act: Vendor acknowledges that this Agreement and all documents submitted to the Board related to this 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 this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's website at www.cps.edu.
17. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:
- 17.1. Licensed Professionals: Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 17.2. Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu>.
- 17.3. Good Standing: Vendor and each of its subcontractors is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement and has not been debarred

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under the Board's Debarment Policy during the three (3) year period immediately preceding the Effective Date.

17.4. Good Standing with FCC. Vendor and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, and/or regulations. Vendor and/or its subcontractors agree to promptly notify the Board if, at any time during the Term of this Agreement if Vendor and/or its subcontractors have not paid any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. 1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996. If Vendor or any of its subcontractors is under investigation by the FCC, USAC, the FBI or the Department of Justice for any alleged breach of relevant orders, rules and/or regulations, Vendor waives any rights to confidentiality to any records or materials subject to any such investigation. Upon written request of the Board, Vendor will turn over to the Board any documents or materials related to any investigation by the FCC, or other federal agency, as described above. In all of its agreements for Services and/or Products with its subcontractors, Vendor will include contract provisions which allow the Board the same right to inspect the same records that are subject to an investigation by any federal agency.

17.5. Authorization: Vendor represents that it has taken all action necessary for the approval and execution of this 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 this Agreement which shall constitute valid, binding obligations of Vendor.

17.6. 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 this Agreement.

17.7. Gratuities: No payment, gratuity or offer of employment was made by or to Vendor, or to the best of Vendor's knowledge, by or to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

17.8. Contractor's Disclosure Form: The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify 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.

17.9. Criminal History Records Search: Vendor represents and warrants that at its own cost and expense, it shall have a fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, regular contact with CPS students under this Agreement in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*). Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punished as a felony under the laws of Illinois.

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Vendor understands and agrees that it shall not allow any of its Staff to have direct, daily contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.

Vendor shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has direct daily contact with students and shall immediately remove any Staff member who may be identified on either registry.

It is understood and agreed that Vendor's non-compliance with this Section will constitute a material breach of the Agreement, and the Board will have the right to withhold payments due hereunder until Vendor remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

17.10. Research Activities and Data Requests: Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. 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 Research & Evaluation or her designee.

17.11. Technical Accuracy/Performance of Services. All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Agreement.

17.12. Services Warranty. Vendor has carefully examined and analyzed the provisions of this Agreement and can and will perform, or cause the Services to be performed in strict accordance with the provisions and requirements of this Agreement. The Services will be performed by its employees, agents, and subcontractors in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such Services will be in compliance with all applicable laws, rules, regulations or orders. Vendor shall assure that all construction activities performed as described in the Scope of Services shall carry a minimum warranty of one (1) year after the Board's acceptance of the completion of such activities. All other Services performed pursuant to this Agreement shall carry a minimum warranty of sixty (60) school days after the Board's acceptance of the completion of Services. If the Board notifies Vendor or if Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties Vendor will, at its own expense, promptly (but in no event later than seven (7) days after written notification by the Board) correct such non-performance, error or defect. Any repair or replacement of Services or any portions thereof will be automatically warranted as provided herein. If the non-performance, error or defect cannot be corrected in the Board's determination, Vendor shall promptly refund amounts paid related to that portion of Services not in compliance. Vendor will assign to the Board any third-party warranties that Vendor receives in connection with any Services provided under this Agreement.

17.13. Third Parties' Intellectual Property: In performing and delivering the Services under this 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.

17.14. 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 this Agreement to the Board.

17.15. Business Requirements: Vendor is fully aware of the Board's requirements and intended uses for the Services, including any set forth in the exhibits, and the Services shall satisfy such

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requirements in all material respects, is fit for such intended uses, and will operate on the Board's hardware/operating systems.

17.16. No Legal Action Preventing Performance. As of the Effective Date, Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligations under this Agreement.

17.17. Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances. Vendor has the lawful right to dispose of and sell the Services, and Vendor shall warrant and defend its title against all claims.

17.18. Time of Performance. During the Term of the Agreement, Vendor must complete all of its obligations to the Board under this Agreement within the time for performance. The time for performance will commence from the issuance of the Board's purchase order and end by June 30 of each year of the Term (the "**Service Delivery Deadline**"), unless the Board agrees to an extension in its sole and absolute discretion and the SLD/USAC approves such extension, or such other date as may be authorized by the Board. If Vendor's failure to complete its obligations under this Agreement by the Service Delivery Deadline causes a reduction in the amount of E-rate funds payable by the SLD/USAC to Vendor, Vendor nonetheless remains liable to complete all obligations under this Agreement at no additional cost to the Board. The Board has no responsibility to Vendor for any reduction in E-rate funds payable by the SLD/USAC due to Vendor's failure to complete its obligations under this Agreement by the Service Delivery Deadline. Vendor also will be liable to the Board for liquidated damages for delay or for its failure to perform its obligations under this Agreement for Vendor's failure to complete all of its obligations under this Agreement by the Service Delivery Deadline. The amount of liquidated damages for each such failure by Vendor will be assessed on a fixed amount basis as described in this Agreement. The Board and Vendor further agree that the imposition of liquidated damages is a reasonable measure of the Board's damages. Vendor will pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Board and further authorizes the Board to deduct the amount of damages from money due Vendor under this Agreement. If the monies due to Vendor are insufficient or no monies are due to Vendor, Vendor will pay the Board the amount(s) within thirty (30) calendar days after receipt of a written demand by the Board.

However, failure by the Board to assess liquidated damages in any particular instance will not preclude, or constitute a waiver, of the Board's right to assess such damages at a later time, or on a subsequent occasion. The Board's right to assess liquidated damages will not preclude the assertion of, or be exclusive of, any other available remedy, including the right to terminate this Agreement, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under this Agreement. The Board may assess liquidated damages in the amounts set out in this Agreement on a per occurrence basis.

17.19. Prohibited Acts: Within the three (3) years prior to the effective date of this 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 the restraint of trade, including bid- rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

17.20. Debarment and Suspension: Vendor certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is 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. Vendor acknowledges that in performing the Services for the Board, Vendor shall not utilize any firms that have been

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debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.

All warranties in this Section shall survive inspection, acceptance, payment, expiration, and termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

18. **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 any of Vendor's employees shall be entitled to receive Board employee benefits. 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 neither Vendor nor its employees, agents, and subcontractors shall represent themselves as employees or agents of the Board. 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, a social security number or federal employer identification number.

19. **Indemnification:** Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character arising or alleged to arise out of the acts or omissions of Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement, including, but not limited to, any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Products or Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

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

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board 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, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

20. **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 this Agreement to Vendor, its members if a joint venture, or any subcontractors.

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21. **Notices:** All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To Vendor, at:

and if to the Board, at:

Lachlan Tidmarsh
Chief Information Technology Officer
Board of Education of City of Chicago
42 W. Madison
Chicago, IL 60602

with a copy to:

James L. Bebley, General Counsel
Board of Education of City of Chicago
One North Dearborn
Chicago, IL 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

22. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. **Binding Nature and Assignment:** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld.

24. **Insurance.** Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor or by subcontractors. 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 prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

24.1. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause.

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24.2. Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than 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: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense. General Liability Insurance must include coverage for sexual abuse and molestation.

24.3. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

24.4. Professional Liability / Errors and Omissions: When any professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than Two Million Dollars (\$2,000,000.00) each claim. Coverage must include contractual liability. 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. Subcontractors performing technical services for Vendor must maintain limits of not less than One Million Dollars (\$1,000,000).

24.5. Cyber Liability And Privacy & Security Coverage. Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or proposer must secure a 2-year extended reporting provision.

24.6. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

24.7. Additional Insured: Vendor shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall 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. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison

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Chicago, IL 60602

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 an 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. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

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 with insurance provided by Vendor under the Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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 stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, Illinois 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments:
<http://www.cpsvendorcert.com>

25. **Audit and Document Retention:** Vendor will furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Vendor will maintain all records,

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correspondence, receipts, vouchers, memoranda and other data relating to the performance of Services and delivery of Products under the Agreement. All records referenced above and any required under the document retention requirement of the FCC will be retained for at least ten (10) years after the last day of the delivery of E-Rate Eligible Services and/or Products. 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 that proceeding is closed. All such information will be subject to inspection and audit by the Board and/or FCC/SLD/USAC and/or their contractors. Pursuant to 47 CFR 54.516, Vendor will be subject to audits and other investigations to evaluate Vendor's compliance with the statutory and regulatory requirements for the **E-rate Program**, including those requirements pertaining to what Services and Products are purchased, what Services and Products are delivered, and how Services and Products are being used. Audits may include but are not limited to Vendor providing the Board, FCC/SLD/USAC, or any other local, state or federal agency with access to and permission to enter those premises that may be necessary to assure compliance with E-rate rules. Vendor will assume responsibility for its subcontractors' compliance with the FCC/SLD/USAC requirements on document retention and auditing. Vendor will include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and/or FCC/SLD/USAC and/or their contractors the same right to inspect and audit said records as set forth herein.

26. **Participation by Other Local Government Agencies.** Other local government agencies will be eligible to purchase products and services pursuant to the terms and conditions of this Agreement if such agencies are authorized by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board's Chief Purchasing Officer, and if such purchases have no significant net adverse effect on the Board, and result in no observed diminished services from Vendor to the Board or the Board's user departments caused by such purchases. Examples of such agencies are: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. The Board will not be liable under any circumstances for the failure of any local government agency to comply with the terms and conditions of this Agreement and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of any such local government agencies to pay any invoices, costs, charges, and/or fees billed by Vendor to the local government agency. This Agreement cannot be used by any local government agencies to purchase Eligible E-rate Services and/or Products.

27. **Charter Schools.**

27.1. **Chicago Charter Schools Consortium Participation.** If a consortium of Chicago charter schools is formed (with or without the inclusion of the Board or CPS), members of any Chicago Charter School Consortium (the "**Consortium**") may be able to receive Services pursuant to the terms and conditions of this Agreement. The Consortium is solely responsible for paying the Non-Discounted Portion of E-rate Eligible Services and Ineligible E-rate Services. The Non-Discounted Portion of E-rate Eligible Services is defined in this Section as that portion of the charge for which the Consortium is responsible for payment for E-rate Eligible Service as determined by the SLD/USAC in any FCDL. The Consortium will have no liability for the following:

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. costs of E-rate Eligible Services and/or Products not authorized in writing by the Consortium;
- c. costs related to delays by the SLD/USAC in reimbursing Vendor for the Discounted Portion of E-rate Eligible Services and/or Products;
- d. costs of Services and/or Products declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Consortium;

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- e. costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Consortium;
- g. costs related to Vendor failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC including but not limited to costs relating to (i) missed service delivery deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (ii) submission of invoices past the allowable E-rate deadlines as determined by the SLD/USAC; and
- h. costs for the Discounted Portion of E-rate Eligible Service and/or Products which were initially paid to Vendor by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its commitment adjustment ("**COMAD**") procedures. Vendor will be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Consortium.
- i. The Board will not be liable under any circumstances for the failure of the Consortium to comply with the terms and conditions of this Agreement and/or non-compliance with FCC/SLD/USAC regulations and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of the Consortium to pay any invoices, costs, charges, and/or fees billed by Vendor to the Charter School. If the Consortium chooses not to participate in the E-rate program, the Consortium will be responsible for the full payment of all invoices, costs, charges, and/or fees billed by Vendor to the Consortium.

27.2. Other Charter School Participation. Charter schools ("**Charter Schools**") which are not members of the Consortium may also be able to purchase Services and/or Products pursuant to the terms and conditions of this Agreement by issuing their own purchase order(s) to Vendor. If the Charter School participates in the E-rate program, such Charter School is solely responsible for paying the Non-Discounted Portion of E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products. The Non-Discounted Portion of E-rate Eligible Services and/or Products is defined in this Section as that portion of the charge for which such Charter School is responsible for payment for E-rate Eligible Service and/or Products as determined by the SLD/USAC in any FCDL. Charter Schools will have no liability for the following.

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. costs of E-rate Eligible Services and/or Products not authorized in writing by the Charter School;
- c. costs related to delays by the SLD/USAC in reimbursing Vendor for the Discounted Portion of E-rate Eligible Services and/or Products;
- d. costs of Services and/or Products declared ineligible or not otherwise funded by the SLD/USAC, unless otherwise specifically authorized by the Charter School;
- e. costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Charter School;

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g. costs related to Vendor failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC, including but not limited to costs relating to (i) missed service delivery deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (ii) submission of invoicing after the allowable E-rate deadlines as determined by the SLD/USAC; and

h. costs for the Discounted Portion of E-rate Eligible Service and/or Products which were initially paid to Vendor by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under COMAD procedures. Vendor will be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Charter School.

i. The Board will not be liable under any circumstances for the failure of any Charter School to comply with the terms and conditions of this Agreement and/or non-compliance with FCC/SLD/USAC regulations and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of any Charter School to pay any invoices, costs, charges, and/or fees billed by Vendor to the Charter School. If a Charter School chooses not to participate in the E-rate program, the Charter School will be responsible for the full payment of all invoices, costs, charges, and/or fees billed by Vendor to the Charter School.

28. **M/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*", which is incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board.

29. **Right of Entry:** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. 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. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor will comply and will cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. 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 this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

30. **Principal's Right to Direct:** The principal at each school will have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing or delivering Services and/or Products on the school site.

31. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to 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; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color,

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national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Vendor shall particularly remain in compliance at all times 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 Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *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.*; 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, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for Vendor's employees or Vendor's subcontractors' employees.

32. **Entire Agreement and Amendment:** This 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 this agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Vendor, the terms of this Agreement shall supersede and prevail.

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 this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

34. **Federal Gift Policy.** At all times, Vendor shall comply with the following regulations issued by the Office of Government Ethics, 5 C.F.R. §§ 2635.201-2635.205, as may be amended ("**Federal Gift Policy**"). Vendor understands and agrees that it is solely responsible for ensuring that Vendor and its Staff is at all times in compliance with the Federal Gift Policy. If there is a violation of the Federal Gift Policy that results in the loss, denial, or withdrawal of any E-rate funding by SLD/USAC, FCC, or other governmental agency or authority, Vendor hereby waives any and all claims against the Board for the loss, denial, or withdrawal of the Discounted Portion of E-rate Eligible Services and/or Products regardless of any actions taken by the Board that may have contributed to the violations of the Federal Gift Policy.

35. **Conflict of Interest:** This 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.

36. **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 this Agreement as fully set forth herein.

37. **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 this 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 this Agreement as fully set forth herein.

38. **Inspector General:** Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.

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39. **Prevailing Wages:** If in the performance of the Agreement, there is any underpayment of wages or salaries by Vendor, the Board may withhold from Vendor, out of payments due it, an amount sufficient to pay employees underpaid the differences between salaries required to be paid and salaries actually paid for the total number of hours worked. The amounts withheld from Vendor shall be disbursed by the Board to the respective employees to whom they are due. In the event that the Board is required to withhold and disburse said amounts of underpaid salaries to employees of Vendor, the Board shall also withhold a sum equal to the Board's cost to administer the payment of said balances of salaries due.

40. **Minimum Wage:** Vendor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's Chief Procurement Officer. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014, the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Vendor must pay the prevailing wage.

41. **Service Level Agreement:** A Service Level Agreement ("SLA"), attached and incorporated into this Agreement as Exhibit F, sets forth some of the Board's expectations regarding the Services performed under this Agreement and the consequences in the event Vendor fails to meet those expectations.

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42. **Information Security Policy:** 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 September 25, 2013 (13-0925-PO1), as amended.
43. **Inspector General:** Each party to this 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.
44. **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.
45. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
46. **Joint and Several Liability:** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then and 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 individual or other legal entity.
47. **Counterparts and Facsimiles:** This 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.
48. **Approval by the Board:** This Agreement is subject to approval by the members of the Board.

Attachment J
Service Level Agreement