

**REQUEST FOR PROPOSALS
FOR
VOICE & DATA CIRCUITS AND SERVICES**

**Specification No. 18-350054 |
Advertisement Date: December 3, 2018**



**Required for use by the Board of Education of the City of Chicago
Department of Information Technology Services**

A Pre-Submittal Conference will be held on December 20, 2018 at 10:00 a.m. Central Standard Time, at the Chicago Public Schools Headquarters, 42 W. Madison Street, Conf. Room GC113, Chicago, Illinois. Attendance is not mandatory, but encouraged. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conference.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 P.M. CENTRAL STANDARD TIME
ON JANUARY 4, 2019**

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

**RAHM EMANUEL
MAYOR**

**JANICE JACKSON, Ed. D.
CHIEF EXECUTIVE OFFICER**

**FRANK M. CLARK
PRESIDENT**

**JONATHAN MAPLES
CHIEF PROCUREMENT OFFICER**

**For Current Bid/RFQ/RFP Information:
www.cps.k12.il.us/purchasing**

II. SCOPE OF PRODUCTS AND SERVICES

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- II. Scope of Products and Services
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- IV. Evaluation Criteria and Basis of Award
- V. Proposer's Execution Page

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- Attachment B: Cost Proposal
- Attachment C: Compliance Terms of E-Rate Program
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- Attachment D-2: Annual E-Rate Audit/Review Planned Approach
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II. SCOPE OF PRODUCTS AND SERVICES

REQUEST FOR PROPOSALS (RFP) FOR VOICE & DATA CIRCUITS AND SERVICES FOR THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "Board" or "CPS") invites the submission of proposals from firms ("Proposers") to provide Voice and Data Circuits and Services in three specific categories: (1) Internet Access Circuits and Services with Distributed Denial of Service (DDoS) Monitoring & Management Services, (2) Wide Area Network (WAN) Fiber Data Transport Circuits and Services, and (3) Traditional Voice Circuits and Services. The Board reserves the right to (i) select one or more Proposers to provide the products and 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 as a joint venture and independently as a single Proposer. If the firm is proposing in both capacities, separate proposals must be submitted for each. If a joint venture response is rejected, no firm which has participated in the joint proposal can be considered to provide products and services 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 it is located, as provided in the Assumed Business Name Act (805 ILCS 405.0.01, et. seq.).

ONE (1) ORIGINAL HARD COPY OF THE RESPONSE SWORN BEFORE A NOTARY PUBLIC AND ONE (1) DUPLICATE ELECTRONIC VERSION OF THE RESPONSE ARE TO BE PROVIDED. THE ELECTRONIC VERSION MAY BE PROVIDED EITHER ON A USB DRIVE OR VIA THE BONFIRE WEBSITE LINK SET FORTH BELOW. FORMAT REQUIREMENTS FOR BOTH HARD COPIES AND ELECTRONIC VERSIONS ARE MORE SPECIFICALLY DESCRIBED IN THE SUBMITTAL REQUIREMENTS (SECTION IV. OF THIS SUPPLEMENTAL 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 RESPONSE AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT ("FOIA"), RESPONDENT SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED RESPONSE.

BONFIRE LINK : <https://cps.bonfirehub.com/opportunities/private/f70a0049f4078458251f713ff03abc20>

COVER LETTERS SHALL BE ADDRESSED TO:

**Jonathan Maples
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 JANUARY 4, 2019 AT 2:00 P.M. CENTRAL STANDARD TIME

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

II. SCOPE OF PRODUCTS AND SERVICES

Downloading Solicitations/Addenda:

The RFP document, all attachments, and any addenda to this RFP are available for download from the Board's web site at: <http://cps.edu/procurement/Pages/currentcontracts.aspx>.

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

Questions:

Firms requiring additional assistance shall only contact Patricia Hernandez at phernandez@cps.edu. If a firm is in doubt as to the true meaning of a part of this RFP, the firm may submit a written request for clarification to the aforesaid individual with a reference to the Specification Number provided on the cover page of the RFP. No telephone calls will be accepted. Firms, including all agents or subcontractors, who contact any other CPS personnel, either verbally or in writing, concerning this RFP, are in violation of the procurement procedures and any submitted proposals from or including such individuals or entities may be disqualified.

NOTE: ALL QUESTIONS REGARDING THIS RFP MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN DECEMBER 17, 2018 AT 12:00 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 on the Board.

Addenda: Any revision or expansion of the terms, conditions, or specifications provided in this RFP that are deemed necessary by the Chief Procurement Officer before the due date of proposals will be made in the form of an addendum issued by the Department of Procurement. A copy of any such addendum will be posted on the Office of Procurement website at www.cps.edu/procurement. Failure on the part of the Proposer to receive any written addenda will not be grounds for withdrawal of an RFP. Proposer must acknowledge receipt of each addendum issued on the RFP Execution Page. Oral clarifications offered by any Board employees will not be binding on the Board.

Errors and Omissions:

Proposer is expected to comply with the true intent of the RFP taken as a whole and shall not avail itself of any error or omission to the detriment of the services or the Board. Should Proposer suspect any error, omission or discrepancy in the specifications or instructions, Proposer shall immediately notify the Board in writing, and the Board will issue written corrections or clarifications in an addendum if necessary. Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by Proposer in the process of putting the Proposal together.

Exceptions

Should Proposer consider that changes in the terms of the RFP are required, Proposer shall submit exceptions or proposed revisions as part of its Proposal with an explanation for the Board's review. However, the Board shall be under no obligation to accept such exceptions or revisions that may appear in a Proposal, and the Board's determination to move forward with a contract with Proposer based on the Proposal shall not be considered acceptance of such exceptions or revisions.

Contract Period

The Contract for the Products and Services described in this RFP will commence at contract execution, or upon a date certain as specified by the Board, and shall be for an initial term of three (3) years. The Board will have three (3) options to renew the Contract for a period of two (2) years each.

II. SCOPE OF PRODUCTS AND SERVICES

A. OVERVIEW

The Board seeks to contract with Proposer(s) to provide Voice & Data Circuits and Services in three specific categories:

1. Internet Access Circuits and Services with DDoS Monitoring & Management Services
2. Wide Area Network (WAN) Fiber Data Transport Circuits and Services
3. Traditional Voice Circuits and Services

(collectively referred to as "Circuits and Services").

Circuits and Services will be provided to the Board in conjunction with and under the rules and guidelines of the Federal E-Rate Program. Qualified Proposers interested in this RFP are invited to submit proposals for the Circuits and Services described herein. Proposers may submit proposals for any or all of the three requested categories of Circuits and Services.

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. Particularly for those Circuits and Services that are eligible for E-Rate discounts and participation in the E-Rate Program, price is the 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 Illinois State procurement rules and requirements. **ONLY PRIMARY SERVICE PROVIDERS WILL BE CONSIDERED.**

The Board is the nation's third largest school district and the second largest employer in Illinois with more than 35,000 employees and resources. The school system operates over 560 distinct educational and administrative facilities and serves over 360,000 students. As further described below, the Board's current voice & data circuits and services are provided by AT&T. The Board utilizes Cisco routing equipment and a Mitel voice network.

It is anticipated that a substantial portion of requested services and/or products will be eligible for E-Rate discounts; however, the Services to be performed and the Products to be supplied may be conditional based upon funding that may be awarded to the Board from the USAC/SLD and other sources.

B. 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. The discounts, ranging between 20% and 90% for eligible Category One or Category Two services 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.

The Board generally qualifies for discounts of between 20% to 90% on eligible Services under this program and has been a recipient of over \$700 million of E-Rate funds since 1998. These funds have aided the Board in closing the digital divide at over 540 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>.

II. SCOPE OF PRODUCTS AND SERVICES

The two categories of Eligible Service for which E-Rate funds are currently available include:

Category One Services:	<i>Data Transmission Services and/or Internet Access</i>	This service type covers broadband connectivity and basic conduit access to the Internet. These services cannot include charges for content, end-user devices or equipment purchases (other than those necessary for transmission of Category One services), or other services beyond basic conduit access to the internet. This service type also includes leased lit fiber, leased dark fiber, and self-provisioned broadband networks.
Category Two Service:	<i>Internal Connections and Managed Internal Broadband Services (MIBS)</i>	These Category Two service types include eligible products, such as access points, routers, switches, hubs, and wiring. Eligible products are located at the applicant site and must be necessary to transport information to classrooms or publicly accessible areas of a library. Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections components are eligible MIBS (e.g., managed Wi-Fi). Program support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries.
	<i>Basic Maintenance of Internal Connections (BMIC)</i>	BMIC covers the repair and upkeep of eligible internal connections; wiring and cable maintenance; basic technical support; and configuration changes. The products must be eligible for discounts in order for their associated repair and upkeep services to be eligible.

The Board's E-Rate program is administered by the Information Technology Services E-Rate Program. The Board will comply with the E-Rate program as it may be modified and amended by the FCC and the USAC/SLD during the term of any contract entered into pursuant to this RFP.

For questions regarding the E-Rate program, Proposers are encouraged to visit www.universalservice.org/sl/ to learn more detail about the E-Rate program, with particular attention to the Disbursements page, which presents participation requirements for a Proposer, and the Eligibility List, which details eligible and ineligible Services and cost allocation guidelines.

C. CURRENT VOICE AND DATA NETWORK INFRASTRUCTURE

1. **Internet Access with DDoS Monitoring and Management**

Currently the Board utilizes three (3) AT&T 10 Gb circuits from the CenturyLink co-located data center for Internet Access as described below. In the event of a complete loss of service from AT&T, the Board has available a 1Gb circuit from Illinois Century Network (ICN).

The Board uses AT&T's standard DDoS security service that detects and mitigates distributed denial of service attacks on the three AT&T-provided Internet circuits before they reach the Board network. The Board has a monthly flat-rate, unlimited hour mitigation plan. Continuation of this type of plan or something substantially similar or better for the Board will be a requirement for any Proposer awarded Internet Access and DDoS services from this RFP.

II. SCOPE OF PRODUCTS AND SERVICES

2. Voice Network

The Board's voice network consists of approximately 560 schools and multiple administrative offices servicing over 360,000 students, 35,000 Board resources, and the District's parent/guardian community. The Board currently uses a Mitel hybrid Voice over Internet Protocol (VoIP) combined voice and data network infrastructure. Hybrid is defined herein as the combination of the voice and data networks onto one network utilizing a combination of traditional voice (TDM) with VoIP technologies. There are also a few Avaya key systems and Centrex-only facilities throughout the District.

Calls between Board sites are routed over the existing WAN network. Calls to/from the general public are routed through 83 hub sites inter-networked via 183 channelized Primary Rate Interface (PRI) circuits to the Public Switched Telephone Network (PSTN) in a hub-and-spoke configuration throughout the metropolitan Chicago area. On an average school day, there are approximately 3,000 busy-hour concurrent calls.

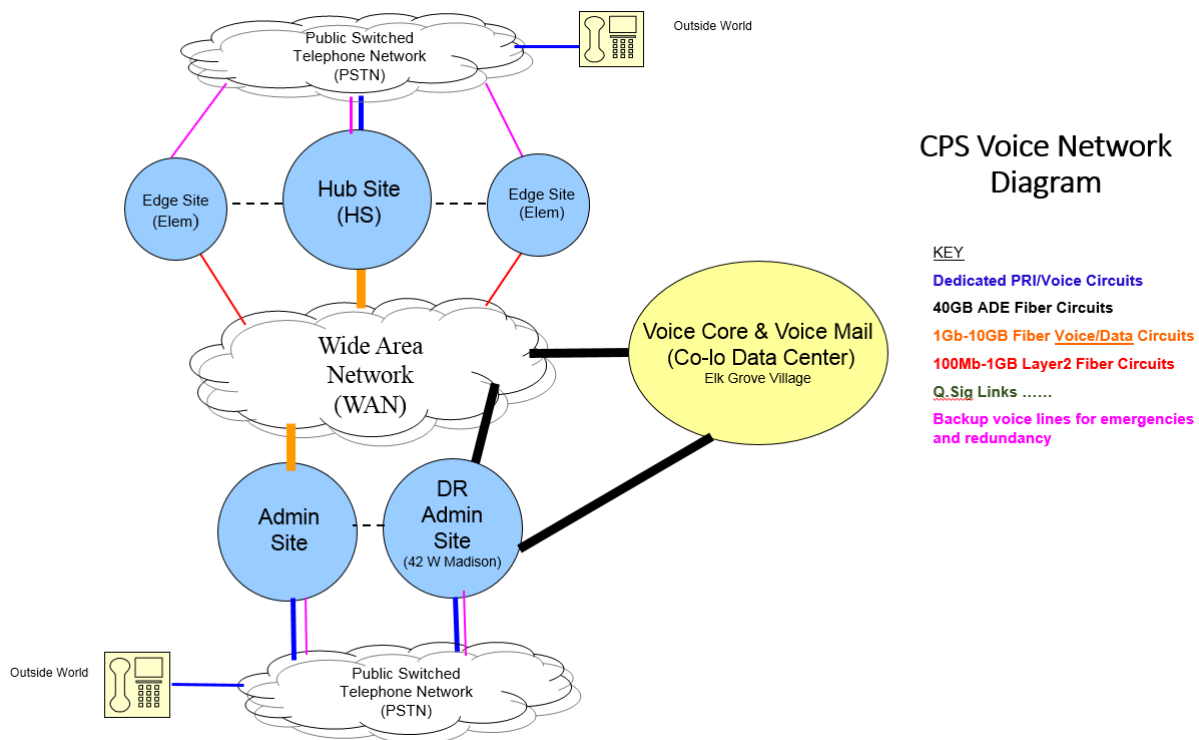
The Board has approximately 25,000 Mitel handsets and 30,000 voice mail boxes throughout the District. Voice circuits include approximately 3,170 Centrex, 3,500 plain old telephone service (POTS) and 183 PRI lines. The majority of the POTS circuits are used for security alarm systems, FAX lines, gas meters, elevators, ADA lifts and other services. The Board leases approximately 50 AT&T Unified Messaging Voice Mail Boxes associated with specific Centrex lines.

The Board's Call Centers are serviced by a cloud-based managed service solution that is not part of this RFP.

The Board intends to begin a migration from PRI voice transport technology to Session Initiation Protocol (SIP) transport technology during the initial term of the resulting contract from this RFP. During the migration, PRI voice transport services must be provided until such time each site is converted to SIP services.

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Current High-Level Architecture/Diagram of the Voice Network:



3. **Wide Area Network (WAN)**

The Board's existing WAN consists of approximately 560 schools and administrative offices, and three hub sites that are inter-networked via point to point circuits in a hub-and-spoke configuration throughout the metropolitan Chicago area. Today, CPS maintains network facilities at three locations:

1. Data center in the CenturyLink facility, 2425 N Busse Rd, Elk Grove Village.
2. Remote site core located at the James R. Thompson Center (JRTC), 100 West Randolph Street.
3. CPS headquarters serving as Disaster Recovery site located at 42 W Madison Avenue

These three sites are connected via 40 Gb leased fiber circuits in a ring topology to provide network resiliency.

Of the 560 sites, 440 utilize Cisco 4451 routers and 91 utilize Cisco 4500 routers with Akamai/WAAS integration. The remaining sites have Cisco 6500 switches or Cisco 3845 routers but are in the process of being upgraded. School sites connect via leased circuits to the Board's core layer 3 switches located at JRTC one of three ways:

- Fiber Point-to-Point Gigabit Ethernet circuit (94 Gigaman circuits)
- Fiber Point-to-Multipoint Ethernet circuit. (500+ Opteman/ASE/ADE circuits)
- Wireless Point-to Point 24GHz circuit (at various small Board sites)

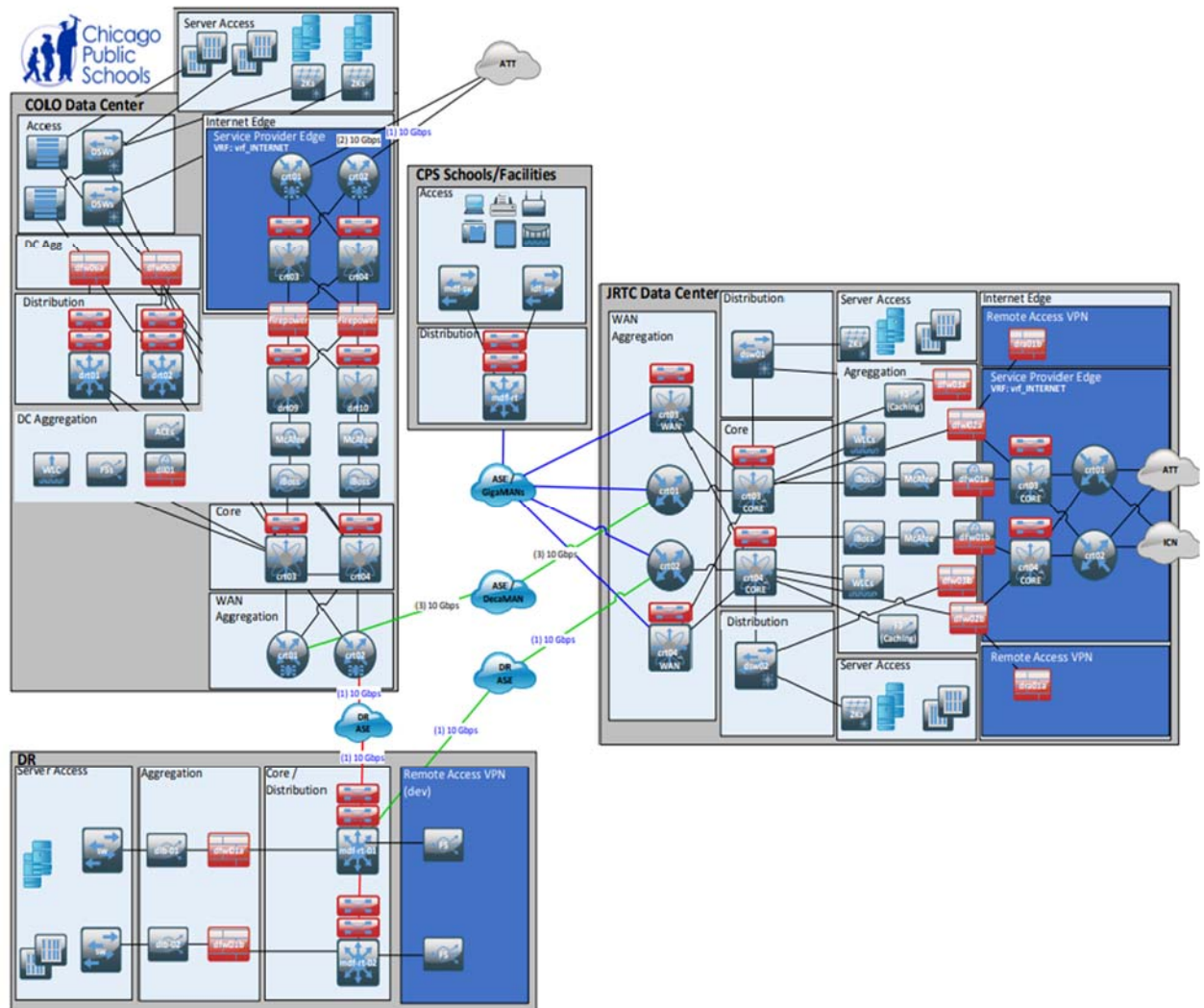
Today, most high schools connect with a 1Gb circuit and all elementary school buildings connect with at least a 100Mb circuit. The Board began multi-year phased upgrades to both high school

II. SCOPE OF PRODUCTS AND SERVICES

and elementary sites in Autumn of 2018. The fiber point-to-point Gigabit Ethernet circuits (Gigaman) are currently being converted to 1Gb+ ADE circuits. The long term goal is to connect high school sites with a 10GB+ handoff and elementary sites with a 1Gb+ handoff. Some very small facilities are connected with less than 100Mb circuits or with cellular/VPN connections.

In CPS' current WAN environment, traffic is prioritized as follows: Voice, video, network, and then the rest of the traffic. Each class is further classified into signal vs data class

Current WAN Architecture/Diagram



The Board will be moving out of the James R. Thompson Center (JRTC) in the future. Timing of this move has yet to be determined. In anticipation of this move and to further the technology options of the District, the Board is in the process of releasing a WAN Redesign Request for Proposals which is separate from this RFP.

The WAN Redesign is estimated to begin with a pilot phase during Year One (1) of the resulting contract(s) of this RFP. The pilot phase and resulting WAN redesign may impact the type, location,

II. SCOPE OF PRODUCTS AND SERVICES

and quantity of fiber transport circuits that are obtained by CPS through the contract that arises from this RFP.

D. CIRCUITS AND SERVICES REQUESTED

The current Board sites in need of Internet access services, fiber WAN transport services, and traditional voice services are listed in Attachment K. The Board retains the right to add or remove sites as needed through the term of any contract and any renewal periods.

Specific requirements of Circuits and Services requested are included in Attachment A – Proposer Interrogatories and are incorporated in this Scope by reference. Minimal Internet services include, but are not limited to, Managed Internet Access and DDOS Monitoring and Management. Minimal voice services include, but are not limited to, local, long distance, enhanced 911, teleconferencing, contracted Centrex, contracted Plain Old Telephone Service (POTS), PRI circuits and services, SIP transport services, and alternate routing services. Minimal data services include, but are not limited to, WAN fiber transport circuits and services.

Generally, Proposer is responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.

Circuit turn-up and testing procedures will be established and mutually agreeable acceptance criteria will be established. Billing of the circuit will not begin until circuit is accepted by the Board.

The fiber transport circuits and services purchased through this RFP may be impacted by the Board's final WAN redesign.

The Board will not be responsible for Proposer's build-up of any capacity to meet the requirements and needs of the Board under this RFP. It is assumed that Proposer has the established Circuits and Services to provide them to CPS at the time of contracting.

The Board's DIDs and NonDIDs operating on the current PRI circuits have 5-digit dialing capabilities and this functionality must be retained. If it cannot be retained, the Proposal should include details highlighting the reasons for the Board to choose a different solution, focusing on the cost savings for the Board, if any.

The Board leases approximately 50 AT&T Unified Messaging Voice Mail Boxes associated with specific Centrex lines. The Board will need a comparable or better solution to be included in the successful Proposal.

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III. SUBMITTAL REQUIREMENTS

PROPOSALS MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED IF THERE IS NOT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION. The Board reserves the right to accept or reject any or all Proposals or any part thereof and to extend the time for submission of Proposals via an addendum.

1. **Format of Proposal.** The submitted Proposal shall contain sufficient detail to enable the Board to evaluate it according to the criteria outlined in Section V: Evaluation Criteria and Basis of Award. The Board may, but is not required to, request additional information or oral presentations from Proposers. Therefore, the written Proposal submitted should represent the best terms by which Proposer would be able to provide the Products and Services. In the electronic submission, all documents submitted must be provided in a PDF version **and**, whenever possible, in its original native version (Word, Excel, etc.).

You may upload your submission at:

<https://cps.bonfirehub.com/opportunities/private/f70a0049f4078458251f713ff03abc20>

2. **Contents of Proposal.**

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

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

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

d) **Proposer's Execution Page:** Proposer's Execution Page must be appropriately completed and signed.

e) **Proposer Interrogatories (Attachment A):** Provide a detailed response to each section and sub-section of the Proposer Interrogatories. Number the sections in the same format as the Interrogatories. If a section or sub-section is not applicable to your offering, respond with NA

f) **Service Level Agreement:** The Proposer shall present a Service Level Agreement (SLA) for review and acceptance by the Board. The SLA defines the levels of Service expected for the various areas of Service performed, divided into priorities according to the importance of the functions. The SLA shall also provide a guarantee for Services, including a means and measure for compensation in the event of breach of the terms of the SLA. The SLA shall be included in the contract and shall have the full force of contract between the Board and the successful Proposer. Proposers will

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provide a proposed Service Level Agreement ("SLA") consistent with the following minimum components:

- **Preamble:** The preamble includes a summary of the Services and structure of the agreement.
- **Guarantee:** Proposer shall provide a guarantee for Services rendered and describe the means for resolution of the following conditions, among others that are relevant to the Services rendered:
 - Responding to events beyond the defined time or without the proper tools or talent.
 - Lack of successful resolution of the Services requested.
 - Failure to escalate events automatically or after notification.
 - Failure to notify responsible parties.
 - Non-compliance with requirements for security or identification.
 - Consequential or incidental damages to facilities, equipment, or systems.
 - A breach of requirements automatically escalates an event to the highest level of response with a requirement to notify the Board-designated representative.
- **Relief:** The SLA shall provide a complete description of the relief for breach of guarantee befitting the Services which were delivered and which are suitable in measure and kind to provide an incentive for successful Service delivery and proportional to the extent of breach and impact of breach to the Board. The system of relief may be as an account where debits are incurred for breach of performance. At the end of each calendar interval, monthly or quarterly, a tally is made of the account. Any balance shall be converted to liquidated damages or additional Services to the Board at no additional cost.
- **Monitoring and Evaluation of the Services:** Proposer shall assist the Board in monitoring and evaluating the performance of the Services throughout the life of the Agreement. In this regard, Proposer shall:
 - Contact Board's designated representative immediately when Proposer identifies a problem or concern regarding rendering the Services and discuss that problem or concern and steps necessary to correct it. If the Board identifies a problem or concern regarding the Services, Proposer shall meet with the Board at the Board's request to resolve the problem or concern.
 - Meet at least twice a year with the departments designated by the Board to share experiences and ideas.
 - Minimum performance guarantees suitable for business importance of the circuit or service, covering, at a minimum:
 1. Installation intervals.
 2. Time to complete add, change, or disconnect requests per circuit, service, or site.
 3. Time to repair/restore per circuit, service or site.
 4. Availability on access, service and circuits.
 5. Real-time or near-real-time reporting.
 6. Provisioning SLAs for all types of circuits, including copper and fiber.
 8. Billing accuracy and liability — Any undercharges are not the responsibility of the Board. Carrier must prove usage of circuit or service for billing purposes.
 9. Credits or further discounts available.
 10. Real, tangible consequences for failure to meet service level requirements — Based on contract, not just circuit, and based on number of consecutive occurrences per billing period.

The final SLA must be agreed to in its entirety between the Board and the successful Proposer and shall be incorporated and made a part of the final contract. The Board reserves the right to adjust priorities and response and resolution times, as needed during the term of the contract. In addition, the Board reserves the right to implement financial disincentives for failure to meet SLA performance measures, as well as financial incentives for exceeding SLA measures.

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g) **Compliance with E-Rate Program Requirements (Attachments C, D-1, D-2):** 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:

- 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.
- Participation in an SLD audit of the E-Rate program, if any. Describe the role played and the lessons learned from the experience(s).
- Provide, in detail, any current litigation your firm is party to that originated from your participation in an E-Rate eligible project.
- List and briefly describe any instances of non-compliance with FCC rules determined by FCC/SLD/USAC in any E-Rate matter.
- 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).
- Provide a copy of the most recent Service Provider Annual Certification form (FCC Form 473).
- 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.

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

i) **Financial Statements:** Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Board reserves the right to accept alternative information and/or documentation submitted by Proposer(s).

j) **Qualifications of Proposer:** Proposer shall describe its experience in providing the Products and 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. In the event that all or part of the Products and Services will be supplied by subcontractors, Proposer shall provide similar information regarding each proposed subcontractor.

III. SUBMITTAL REQUIREMENTS

k) **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.

l) **Work History with outside agencies/corporations:** List and briefly describe any past work history with other agencies and corporations that reflect similar work that is being requested through this RFP.

m) **Qualifications of Assigned Personnel:** Indicate the number of full-time personnel employed by your firm and the percent available to work on the Services if the contract is awarded to Proposer. Identify who will have the primary responsibility for each Service. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role).

n) **Licenses:** Submit copies of Proposer's City of Chicago and State of Illinois licenses and all other licenses relevant to the performance of the contract.

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

p) **Contractor's Disclosure Form (Attachment G):** The Contractor's Disclosure Form must be signed and notarized.

q) **W-9 Form Request for Taxpayer Identification Number and Certification (Attachment H):** The W-9 Form must be completed, signed and submitted with the Proposal.

r) **MBE/WBE Compliance Plan (Attachment I):** 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 Agreement, Proposer shall adhere to the minimum goals set at **30%** for MBE and **7%** for WBE participation and shall adhere to all other applicable MBE/WBE requirements as set forth in the program.

s) **Insurance Requirements (Attachment J):** Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements stated in this RFP, Proposer shall include in its Proposal a commitment to acquire the required insurance coverage should it be awarded a contract for these Products and Services.

t) **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years that may affect Proposer's qualifications and performance of Services, including but not limited to those in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance or a defendant in a criminal or civil action for fraud or other offenses related to the performance of Services.

3. **Responsibility for Costs or Expenses.** Proposer shall bear all costs incurred in the preparation and presentation of Proposals, including any costs incurred for additional materials and presentations that may be supplied as part of the evaluation of Proposals. Proposer shall not seek any reimbursement from the Board for any costs. Issuance of this

III. SUBMITTAL REQUIREMENTS

RFP does not commit the Board to pay any cost that may be incurred by Proposer during the RFP process.

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IV. EVALUATION CRITERIA & BASIS OF AWARD

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

1. **SELECTION PROCESS**

- a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Department of Information Technology Services, the CPS E-Rate Program, and the Department of Procurement 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 will request that the Chief Procurement Officer recommend to the Board that the Proposer(s) meeting the Board's criteria be awarded the Agreement. At the discretion of the Board, a short-list may be established to make oral presentations prior to final selection.
- b) **Competency of Proposer:** No award will be made to any person, firm or corporation that: is in arrears or is in default with the Board, the City of Chicago, the other sister agencies within the city, the State of Illinois and the County of Cook upon any debt or contract; is a defaulter upon any obligation to the Board; or has failed to perform faithfully on any previous contract with the Board.
- c) **Consideration of Proposals:** The Chief Procurement Officer shall represent the Board in all matters pertaining to this RFP. The Chief Procurement Officer reserves the right to require additional information, to reject any response, to disregard any informality in the responses, and to negotiate pricing and other terms and conditions with one or more Proposers when, in his/her opinion, the best interest of the Board will be served by such action. The Board is not required to hear a presentation from any Proposer and reserves the right to award a contract based on the initial Proposal submitted without providing any firm an opportunity for oral presentations or negotiations.

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 materials required as identified in the Submittal Requirements Section.
- c) The quality and applicability of the detailed responses to the Proposer Interrogatories (Attachment A).
- d) The quality, completeness, accuracy, and economic feasibility of the Cost Proposal (Attachment B).
- e) Compliance with all E-Rate Program requirements.
- f) The quality of the Service Level Agreement proposed.
- g) The professional qualifications and experience of the Proposer necessary to provide the Products and Services as outlined herein.
- h) The past performance of the Proposer(s) on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee

IV. EVALUATION CRITERIA & BASIS OF AWARD

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.

i) 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 M/WBE's. It should be noted that failure to submit a complete and comprehensive MBE/WBE Compliance Plan demonstrating compliance may cause Proposer to be deemed non-responsive and Proposer may be disqualified.

j) The quality of the responses received from the three (3) references.

k) Longevity of business organization and financial stability of Proposer.

l) Available staffing of adequate personnel to provide required Services.

m) Longevity and depth of in-house staff as a service organization.

n) Legal Actions which may affect performance of the Services required under this RFP.

o) 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.

p) Compliance with the Insurance Requirements cited herein.

q) Degree to which Proposer accepts the Board's general and specific terms and conditions. Board's determination to move forward with a contract with Proposer based on the Proposal shall not be considered acceptance of any exceptions or revisions that may be proposed as part of the Proposal.

r) Quality of the oral presentation (if requested by Board).

3. BASIS OF AWARD

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

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V. PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 18-350054 containing a full set of documents, including, 1) General Invitation and Instructions, 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-1, D-2, E, F, G, H, I, J, and K and 7) Addenda Nos. _____ (none unless indicated here). Proposer is responsible for reading and understanding all sections of this RFP and affirms that Proposer shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Proposer and its officers and employees have not entered into any agreement with any other Proposer or prospective Proposer or with any other person, 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.

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 portion of your proposal, if the redacted version is attached under separate cover and designated: Trade secrets and commercial or financial information where the trade secrets or information are proprietary or where disclosure may cause competitive harm. (5 ILCS 140/7(1)(g)). Any portion of the proposal designated as trade secrets or proprietary information which does not fall directly within this FOIA exemption will be subject to release by the Board pursuant to FOIA. The Board will not honor Proposer's request to mark the entire proposal or substantial parts of the proposal as confidential. In such cases, the entire proposal will be subject to disclosure under FOIA. Proposer agrees to indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the proposal designated as trade secrets or proprietary information.

PROPOSER'S NAME: _____

ADDRESS: _____

BY: _____

CITY/STATE: _____

(Signature)

NAME: _____

TELEPHONE: _____

TITLE: _____

(Printed)

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

ATTEST BY: _____

(Signature)

Notary Public Signature
Seal of Notary

NAME: _____

TITLE: _____

Corporate Seal (requested not required)

ATTACHMENT A Proposer Interrogatories

Proposers are required to answer all General Interrogatories and the Interrogatories applicable to the Category or Categories of Circuits and Services that the Proposal offers to provide. If there are sections and/or subsections that are not applicable to proposed Circuits and Services, reply to those specific sections and/or subsections with NA (not applicable).

GENERAL INTERROGATORIES TO BE ANSWERED BY ALL PROPOSERS

1. Transition Plan

Proposer must include a plan for migrating from the Board's current services provider. Activities during the transition process must not disrupt day-to-day educational or business functions. This plan will be approved by the Board in advance of the project's start and must address the following:

- a. Operational impact analysis including specific ways in which CPS's share of any transition costs can be eliminated or reduced.
- b. Responsibilities matrix for Proposer, current services provider, and the Board
- c. Formal project plan, including dependencies and contingencies
- d. Estimated timeframes of transition and transition start date
- e. Documented and approved processes, procedures, and standards
- f. Escalation matrix with names and valid contact information

2. Contract Term Pricing with Benchmarking, Adds/Changes/Disconnects Fees, and Volume Discounts

All contracted costs (one-time, administrative or service fees, and recurring) will remain constant for the duration of the contract but may be adjusted through a price benchmarking process.

Upon the Board's request during the term of the contract and any renewal terms, Proposer will compare pricing for the Board's Circuits and Services to comparable Circuits and Services provided by Proposer to five (5) other similarly situated, large clients for the six month period immediately preceding the date of the Board's request (Benchmark Date).

Proposer will provide the initial benchmark data to the Board within forty-five (45) days after Benchmark Date. The benchmark data will include pricing information, to the extent such information is publicly available. In compiling benchmark data for the relevant 6 month period, Proposer will identify any rate changes for similar Circuits and Services provided to such similarly-situated clients.

If Proposer and the Board agree that decreases in the contracted costs are appropriate, based on the provided benchmark data, then Proposer and the Board will cooperate to develop and document in writing mutually agreeable adjustments to rates, discounts, charges or other pricing terms consistent with the benchmark data that will become part of the contract.

Proposer and the Board will execute an amendment to the Agreement Pricing Schedule, to implement such adjustments as soon as practicable. Proposer will provide acknowledgement and agreement to cooperate with this requirement if it is awarded a contract.

3. The Board will not be charged activation, change, or disconnect fees on any circuit or service. Additions of any circuits or services will be priced at the contracted rates and will be co-terminus to the terms and conditions of the Agreement. New circuits or services will not be required to hold a separate term. Proposers will provide acknowledgement and agreement of this requirement.

ATTACHMENT A

Proposer Interrogatories

4. The Board will not guarantee a minimum quantity of any circuit type or service. Proposers will provide acknowledgement and agreement of this requirement.

5. **Maintenance and Support**

- a. Confirm that the proposed Services will include maintenance, technical and escalation support capabilities 24 hours a day, 365/366 days per year.
- b. Provide a profile of the maintenance organization, capabilities, availability, and resources.
- c. Provide an overview of your account team support structure. Indicate the support level(s) offered. Identify the account team members and their responsibilities.
- d. Detail the procedures necessary to order, modify/alter and/or disconnect Services. Detail the time frames associated with the billing of disconnected services.
- e. Specifically address the resources and availability of spare parts for the maintenance of the interface components to dedicated facilities.

6. **Trouble Reporting and Problem Resolution**

- a. Describe procedures for trouble reporting and problem resolution. Define the escalation procedures for Service interruptions. Include:
 - Definition of “Major Outage”
 - Guaranteed response times for repair
 - Network or circuit monitoring capabilities and responsibilities
 - List of names/positions with associated contact information for escalation of repair or outage situations
- b. Describe how the Board will be notified or updated on the progress of the repairs.
- c. Is there a dedicated repair group that will support the Board? If so, describe and provide contact information.

7. **Inventory Data and Usage Measurement Reporting**

Describe the available electronic formats (Web download, CD, etc) for providing inventory (circuit type, service location, circuit state-assigned, available, released, or disconnected, etc) as well as circuit or service usage information to the Board for the proposed Circuits and Services.

8. **Billing Dispute Resolution**

- a. Describe the process in place to assure that billing issues are corrected in a timely fashion to meet E-Rate invoice processing deadlines.
- b. Are tracking numbers assigned in order that billing problems do not “disappear”? If so, please describe.
- c. Provide written procedures on resolving billing issues and the escalation process. Describe procedures for escalating unresolved billing problems.
- d. Identify and provide contact information for dedicated billing and E-Rate specialists assigned to the Board.

ATTACHMENT A

Proposer Interrogatories

- e. Describe the billing cycles and cutoff dates when billing adjustments can be made. The Board requires all services to be on the same billing cycle starting on the first of each calendar month.

9. Proposer-Specific Terms

- a. Copies of Proposer-specific terms that relate to applicable Circuits and/or Services are to be provided to the Board as part of your Proposal. Special requirements, guarantees, penalties and warranties must be highlighted.
- b. Detail any provisions that can be provided which will allow for the Board, during the term of the Agreement, to modify the agreement to reflect changes in the Board's business environment. More specifically, if the Board experiences a significant increase or decrease in traffic, circuits, or service requirements, specify the options available to the Board for modifying the commitment level(s) of the Agreement.

10. Emerging Technologies

Describe your company's emerging technologies with timeframes of availability, recommended usage by the Board, timelines and specific details for Board consideration. Indicate what provisions exist for modifying the type of Circuits and/or Services utilized by the Board due to network and technology optimizations or new technology releases.

INTERROGATORIES FOR CATEGORY 1: MANAGED INTERNET ACCESS WITH DISTRIBUTED DENIAL OF SERVICE (DDoS) MONITORING AND MANAGEMENT

1. Managed Internet Access Services

As stated in the Scope, today the Board utilizes three (3) AT&T 10 Gb circuits from the CenturyLink co-located data center for Internet Access. In the event of a complete loss of service from AT&T, the Board has available a 1Gb circuit from Illinois Century Network (ICN). Proposers shall:

- a. Provide a plan and options for Managed Internet Access Services for the Board to provide sufficient, scalable, and resilient Internet capability needed for the Board's expanding Internet educational programs and tools.
- b. Clearly define circuit requirements, bandwidth options, costs per bandwidth option and incremental usage fee discounts.
- c. Include process and requirements associated with on-demand bandwidth changes.

2. DDoS Monitoring and Management

Today, the Board uses AT&T's standard DDoS security service that detects and mitigates distributed denial of service attacks on the three AT&T-provided Internet circuits before they reach the Board network. The Board has a monthly flat-rate, unlimited hour mitigation plan. Continuation of this type of plan or something substantially similar or better for the Board will be a requirement for any Proposer awarded Internet Access and DDoS services from this RFP.

Proposers shall provide a plan and options for monthly flat-rate unlimited DDoS Monitoring and Mitigation Services for the Board's Internet traffic or an alternative that is substantially similar or better for the Board.

ATTACHMENT A

Proposer Interrogatories

3. General Experience

Describe experiences in providing Internet Access Services with DDoS Monitoring and Management to the scale and scope described in this RFP. Include years of experience with educational and governmental entities.

INTERROGATORIES FOR CATEGORY 2: WIDE AREA NETWORK (WAN) FIBER TRANSPORT CIRCUITS & SERVICES

1. Wide Area Network Fiber Transport Services

As stated in the Scope, the Board's existing WAN consists of approximately 560 schools and administrative offices with three hub sites that are inter-networked via point to point circuits in a hub-and-spoke configuration throughout the metropolitan Chicago area. The three hub sites are connected via 40 Gb leased fiber circuits in a ring topology to provide network resiliency.

Schools and administrative sites connect via leased circuits to the Board's core layer 3 switches. Today, most high schools connect with a 1Gb circuit and all elementary school buildings connect with at least a 100Mb circuit. The Board has begun multi-year phased upgrades to both high school and elementary sites. The fiber point-to-point Gigabit Ethernet circuits (Gigaman) are currently being converted to 1Gb+ ADE circuits. The long term goal is to connect high school sites with a 10GB+ handoff and elementary sites with a 1Gb+ handoff. Some very small facilities are connected with less than 100Mb circuits or with cellular/VPN connections.

The Board is in the process of releasing a WAN Redesign Request for Proposals which is separate from this RFP. The WAN Redesign is estimated to begin with a pilot phase during Year One (1) of the resulting contract(s) of this RFP. The pilot phase and resulting WAN redesign may impact the type, location, and quantity of fiber transport circuits being proposed in this RFP.

Proposer will:

- a. Provide a plan and options to the Board for data transport access services including high-speed fiber optic Ethernet services, fiber-based Layer 2 Switched Ethernet services and/or other transport technologies to support the Board's educational applications and administrative functions on a district-wide basis. Include any features, functions and technologies unique to your company that may benefit the Board.
- b. Describe proposed solution in detail and include physical and logical drawings depicting the service and connections. Include any related build-out and interconnections to the customer premises and equipment required. Include requirements for any head-end circuits needed at the core. Proposer will provide detailed project plans, proper closeout documentation, and design documentation detailing the work performed at each Board location. Installation must include acquisition of all necessary licenses and permits as required by the authorities having jurisdiction over the work.
 - i. Proposer is responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.
 - ii. Circuit turn-up and testing procedures will be established and mutually agreeable acceptance criteria will be established. Billing of the circuit will not begin until circuit is accepted by the Board.

ATTACHMENT A Proposer Interrogatories

- c. Detail all power requirements and build-out needed for school and core facilities. Proposer will include with the plan any and all dimensions, environmental requirements, BTU output and weight of any required equipment.
- d. Acknowledge and understand that proposed fiber transport circuits and services may be impacted by the Board's final WAN redesign. The Board does not guarantee a minimum quantity of any circuit type or service.

The Board will not be responsible for Proposer's network build-out; it is assumed that Proposer has established service within the area to provide the connectivity.

2. General Experience

Describe experiences in providing WAN fiber transmission with support to the scale and scope described in this RFP. Include years of experience with educational and governmental entities.

INTERROGATORIES FOR CATEGORY 3: TRADITIONAL VOICE SERVICES

Traditional voice services are defined as leased, contracted, or month-to-month circuits and services that are used to communicate information electronically between sites typically over copper wiring or older fiber technology. Services such as voice transport, long distance, teleconferencing, and others have the ability to operate on traditional voice service platforms and/or new and emerging technologies.

1. Migration of Voice Transmission PRI Circuits and Services to SIP Circuits and Services

As stated in the Scope, today, calls between Board sites are routed over the existing WAN network. Calls to/from the general public are routed through 83 hub sites inter-networked via one hundred eighty-three (183) channelized PRI circuits to the PSTN in a hub-and-spoke configuration throughout the metropolitan Chicago area. On an average school day, there are approximately 3,000 busy-hour concurrent calls.

The Board leases approximately 183 channelized PRI circuits to provide high-volume access to the public switched telephone network. The Board intends to begin a migration from PRI transport technology to SIP transport technology during the initial term of the resulting Agreement from this RFP. Proposers are to provide a plan and options to retain full functionality while migrating from PRI to SIP technologies. Highlight any unique features or functions that may be beneficial to the Board.

The Board's DIDs and NonDIDs operating on the current PRI circuits have 5-digit dialing capabilities and this functionality must be retained. If it cannot be retained, the Proposal should include details highlighting the reasons for the Board to choose a different solution, focusing on the cost savings for the Board, if any.

Proposer will:

- a. Provide a plan and options to the Board for migration from PRI to SIP transport or other transport technologies to support the Board's voice transmission services on a district-wide basis. The plan must address how the Board will retain full functionality while migrating from PRI to SIP technology. All current features, including 5-digit dialing, must be retained. If it cannot be retained, the Proposal should include details highlighting the reasons for the Board to choose a different solution, focusing on the cost savings for the Board, if any. Include any features, functions and technologies unique to your company that may benefit the Board.

ATTACHMENT A
Proposer Interrogatories

- b. Describe proposed solution in detail and include physical and logical drawings depicting the service and connections. Include any related build-out and interconnections to the customer premises equipment required. Proposer will provide detailed project plans, proper closeout documentation, and design documentation detailing the work performed at each Board location. Installation must include acquisition of all necessary licenses and permits as required by the authority having jurisdiction over the work.
 - i. Proposer is responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.
 - ii. Circuit turn-up and testing procedures will be established and mutually agreeable acceptance criteria will be established. Billing of the circuit will not begin until circuit is accepted by the Board.
- c. Proposer will detail all power requirements and build-out needed for school and core facilities. Proposer will include with the plan any and all dimensions, environmental requirements, BTU output and weight of any required equipment.

The Board will not be responsible for Proposer's network build-out; it is assumed that Proposer has established service within the area to provide the connectivity.

2. Central Office Exchange Circuits and Services (Centrex)

The Board leases approximately 3,170 Centrex circuits located at various locations throughout the City of Chicago. The Board has 5-digit dialing capabilities on all Centrex lines which must be retained. The Board leases approximately 50 AT&T Unified Messaging Voice Mail Boxes associated with specific Centrex lines. The Board will need a comparable or better solution to be included in the successful Proposal.

The Board guarantees no minimum quantity or annual revenue spend associated with leased Centrex circuits or services.

- a. Provide a plan and options for Centrex and Voice Mail circuits and services to be provided to current and future Board sites located throughout the City of Chicago.
- b. Provide process and requirements associated with install requests, repair requests, service changes, and disconnect requests (with return of Centrex number to Reserve status for future Board use). Include optional services that may benefit the Board.

3. Plain Old Telephone Service (POTS) Circuits and Services

As stated in the Scope, today, the Board leases approximately 3,500 tariff-based Plain Old Telephone Service (POTS) circuits and services located at various locations throughout the Chicago metropolitan area. The majority of these circuits are used for security alarm systems, FAX lines, gas meters, elevators, ADA lifts and other services. The Board will only accept Proposer solutions that provide non-tariffed-based POTS circuits and services with contracted, stable monthly rates. Proposer will:

- a. Provide a plan and options for non-tariff-based POTS circuits and services to current and future Board sites located throughout the City of Chicago.

ATTACHMENT A
Proposer Interrogatories

- b. Provide process and requirements associated with install requests, repair request, service changes and disconnect requests. Include optional services that may benefit the Board.

c. **Local Usage Rates**

Provide Local usage rates and eligible volume discounts for the following:

- a. Illinois Band A Local Usage
- b. Illinois Band B Local Usage
- c. Illinois Band C Local Usage

All minutes for each specific band must be billed at the same rate.

d. **Long Distance-Direct Dial, Switched Access, Toll-Free 800 and Other Services**

Provide usage rates and eligible volume discounts for the following:

- a. Interstate IntraLATA Toll
- b. Intrastate InterLATA Toll
- c. Toll-Free 800/8xx
- d. Provide a plan and options for long distance services, including digital link local service authorization and toll-free services for the Board. Detail options for the most economical yet best solution for the Board. Identify standard features included and optional features offered.
- e. Provide an overview of Proposer's domestic and international network including areas covered, capacity, redundancy, disaster recovery and features that are unique to your network.
- f. Provide a complete list of countries for which you offer direct dial service.
- g. The Board requires a flexible invoicing/usage system through which the Board's total long distance usage, a specific site's long distance usage or an individual number's long distance usage can be viewed and downloaded electronically for analysis. Provide details of this requirement including any required hardware or software.

e. **Teleconferencing Services**

- a. Provide details on proposed teleconferencing products, features and options.
- b. Clearly define any surcharges associated with teleconferencing and the relationship of the teleconference to the overall corporate billing and discount structure. The Board will not agree to any minimum annual commitment (MAC) for teleconferencing services.
- c. Describe the differences in both services and costs for reservation-less vs. scheduled teleconferences.
- d. Describe any online meeting services, features or functions proposed to the Board. Is this an "on-demand" service?
- e. Is the Board able to manage reservations, the user population and account details via a secure website?
- f. Is the Board able to download detailed monthly activity? Describe all features, functions and requirements.
- g. Describe the customer service tools available to the Board as well as dialing and access instructions.
- h. Highlight any unique teleconferencing services that set your company apart from others.

ATTACHMENT A
Proposer Interrogatories

f. **911 Services**

- a. Provide a plan and options for the Board to provide Enhanced 911 Services to all Board PRI or SIP DID and NonDID stations and 3,170 Centrex lines.
- b. Include full details of service, options and features, use of service, support services, Board and Proposer responsibilities, any additional terms and conditions, warranties, implementation plan with project coordination, timeline and training provided, optional services available and any other requirements.

g. **Customer Location Alternate Routing Services**

Provide a plan and options for the Board to be able to, at-will, re-route destinations for phone numbers to other pre-determined destinations in the case of outages, emergencies or peak periods. Base the proposal on an estimated 1,000 numbers that potentially could be re-routed. Include all requirements for design, implementation, testing, training and on-going service.

h. **General Experience**

Describe experiences in providing traditional voice circuits, services, and support to the scale and scope described in this RFP. Include years of experience with educational and governmental entities.

i. **Toll Fraud**

- a. Does Proposer have toll fraud protection?
- b. Describe how Proposer monitors for toll fraud and the procedures for reporting it to the Board.
- c. Is the Board liable for toll fraud? If so, describe the extent of this liability and include any associated costs.
- d. Is insurance available to the Board for toll fraud? If so, please fully describe the insurance which is available and the associated costs.

j. **Usage Measurement and Reporting**

- a. Describe the available electronic formats (Web download, CD, etc) for providing inventory (circuit type, service location, circuit state-assigned, available, released, or disconnected, etc) as well as circuit or service usage information to the Board for the proposed circuits and services.
- b. Clearly explain how the Proposer measures call duration for billing purposes.

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**ATTACHMENT B
Cost Proposal**

Proposer shall use the Excel spreadsheet that is attached separately to this document, titled “Cost Proposal – Attachment B.” Proposer shall respond to each of the items requested and submit a completed Excel spreadsheet with the overall submission.

The Board will not be charged activation, change, or disconnect fees on any circuit or service. Additions of any circuits or services will be priced at the contracted rates and will be co-terminus to the terms and conditions of the Agreement.

The Board will not guarantee a minimum quantity of any circuit type or service.

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ATTACHMENT C
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: <https://www.usac.org/sl/tools/forms/default.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 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.
- B. Proposer must submit invoices and supporting documents approved by the Board as provided in Attachment E - E-Rate Invoicing Requirements.
- C. File with the SLD/USAC a Service Provider Annual Certification form (SPAC – FCC Form 473).
- D. 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.
- E. Demonstrate knowledge and expertise of Federal Communications Commission ("FCC") rules, regulations, and guidelines related to the E-Rate Program.
- F. Advise the Board of FCC regulation changes and their impact on E-Rate Eligible Services provided by the Proposer.
- G. Review the Eligible Services List and recommend eligible solutions to the Board.
- H. 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.
- I. Assist the Board in appealing any adverse ruling of the SLD/USAC and/or FCC that are directly associated with E-Rate Eligible Services.
- J. 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.
- K. Assist in the preparation and provide staff as requested by the Board for Beneficiary Audits conducted by the FCC and/or their agents.
- L. Make staff available for any audits that are conducted by the Board's third-party auditors.
- M. 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.
- N. 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 D-1

Audit Requirements for E-Rate Program

The Board may require, during the term of the Agreement or any renewal term of it, that a successful Proposer provide, at no cost to the Board, an independent auditor to audit the amount billed and claimed eligible under the E-Rate program. In such an event, the following requirements shall apply:

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, 20xx and ending June 30, 20xx. 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 D-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 Technology 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

ATTACHMENT D-1

Audit Requirements for E-Rate Program

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 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 D-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 the Board 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.

**ATTACHMENT D-1
Audit Requirements for E-Rate Program**

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 to comply with E-Rate Program Invoicing rules.
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 Agreement.
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 D-2
Annual E-Rate Audit/Review Planned Approach

Proposer's auditor shall:

<i>Review of Year xx</i>			
<i>Tasks</i>	<i>Action Steps</i>	<i>Deliverables</i>	<i>Timeframe</i>
1.1 Conduct kick-off meeting	<ul style="list-style-type: none"> ◆ Conduct an entrance meeting with Board Technology Department (ITS) executive management to gain an understanding of the project scope and objectives. 	<ul style="list-style-type: none"> ◆ Scope letter 	July xx
1.2 Conduct planning	<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

ATTACHMENT D-2
Annual E-Rate Audit/Review Planned Approach

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

<i>Review of Year xx</i>			
<i>Tasks</i>	<i>Action Steps</i>	<i>Deliverables</i>	<i>Timeframe</i>
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. ◆ Primary 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. ◆ school listing for each service. ◆ Timesheets. 	<ul style="list-style-type: none"> ◆ Documentation request list 	September – October 20xx

ATTACHMENT D-2
Annual E-Rate Audit/Review Planned Approach

Tasks	Action Steps	Deliverables	Timeframe
1.4 Review available E-rate program documentation to determine compliance with E-rate eligibility requirements, and accuracy, existence, and completeness of reporting	<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 D-2
Annual E-Rate Audit/Review Planned Approach

<i>Review of Year xx</i>			
Tasks	Action Steps	Deliverables	Timeframe
1.5 Develop findings and recommendations	<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 Conduct gap analysis of the project management techniques and business processes used by Proposer to manage the E-rate program	<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 Develop findings and recommendations	<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 D-2
Annual E-Rate Audit/Review Planned Approach

<i>Review of Year xx</i>			
<i>Tasks</i>	<i>Action Steps</i>	<i>Deliverables</i>	<i>Timeframe</i>
2.2 Draft reports; Conduct exit conference	<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. 	<ul style="list-style-type: none"> ◆ Draft Report 	TBD

ATTACHMENT E
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 and Board processes, 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 (electronic and downloadable) 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 Agreement.
- O. Maintain and submit Customer Service Records (if applicable) so the ITS Invoice Analysts and Management can review and make any determination about E-rate eligibility.
- P. Proposer shall have a process established so that on monthly or project-specific invoices, E-rate eligible Products and/or Services are clearly distinguished from E-Rate Ineligible Products and/or Services. 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 Management 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 F Terms and Conditions of E-Rate Agreement

Proposer agrees that, if approved as a provider for the products ("Products") and services ("Services") described in this RFP, Proposer will enter into a written contract with the Board ("Agreement") for such Products and Services prior to delivering any Products or rendering any Services. In the event Proposer fails to enter into such Agreement with the Board, Proposer's award of the contract will be revoked by the Board. The Agreement will contain, among other things, the Terms and Conditions contained herein along with those included within the Insurance Requirements, Attachment J, as may be modified and such other terms deemed necessary by the Board's General Counsel.

The Board reserves the right to revoke its approval for an award of the Agreement for any reason including, but not limited to, the submission by Proposer of contract terms which, in the Board's sole opinion, are substantially different from the terms and conditions in the RFP for the Agreement or those agreed upon based on Proposer's response. Should Proposer consider that changes in the terms of the RFP are required, Proposer must submit any exceptions or proposed revisions as part of its Proposal with an explanation for the Board's review. However, the Board shall be under no obligation to accept such exceptions or revisions and the Board's determination to move forward with a contract with Proposer based on the Proposal shall not be considered acceptance of such exceptions or revisions.

Proposer shall not commence any services and the Board shall not be liable for any costs incurred by Proposer without a Agreement executed by the Board. The successful Proposer is understood to be the "Vendor" described in the terms and conditions set forth below.

The General and Specific Terms and Conditions are provided for information only. Execution of a contract is not required at the time a Proposal is submitted.

I. TERMS AND CONDITIONS OF E-RATE AGREEMENT

This _____ (this "**Agreement**") is effective as of the 1st day of July, 20XX (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 W 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, 20xx and end on June 30, 20xx (the "**Initial Term**"), unless terminated sooner as provided in this Agreement. The Board will have the option, following formal

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Terms and Conditions of E-Rate Agreement

approval of the Board, to extend this Agreement for **number (x)** additional **number (x)** year(s) periods (each an "**Extension 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 Initial Term or any Extension 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). The Initial Term and the Extension Terms are referred to collectively as the "**Term**". If such extension of the Term is needed as described above and is authorized by the Board, the Parties will negotiate a written amendment extending the Term in good faith.

3. Compensation. Compensation for Services and/or Products (the "**Compensation**"), as more fully described herein, during the Initial Term will not exceed _____ (\$ _____) (the "**Maximum Compensation**") consisting of (a) Discounted Portion of E-Rate Eligible Services and/or Products in the amount of \$ _____ ("**Discounted Amount**") to be funded by the SLD/USAC; Non-Discounted Portion of E-rate Eligible Services and/or Products in the amount of \$ _____ ("**Non-Discounted Amount**"); and (b) Ineligible E-rate Services and/or Products in the amount of \$ _____ ("**Ineligible Amount**") authorized by the Board pursuant to the applicable Board Report, as such Board Report may be amended from time to time. The Board will only be responsible for the Non-Discounted Amount and the Ineligible Amount, the total of which will not exceed _____ (\$ _____), the sum authorized by the Board pursuant to the applicable Board Report, as may be amended from time to time (the "**Board's Total Cost**"). Compensation will be based on actual Services performed and Products provided during the Initial Term of this Agreement. The Board will not be obligated to pay for any Services and/or Products not in compliance with this Agreement. In the event of early termination of this Agreement, the Board will only be obligated to pay the Compensation due up to the date of termination. In no event will the Board be liable for any costs incurred or Services performed and/or Products delivered after the effective date of termination as provided herein.

The Board and Vendor will mutually agree to the specific E-Rate Program Reimbursement Process to be used during the entire Initial Term before the first monthly invoice for Services and/or Products for that term is submitted to the Board. The Board may utilize the Service Provider Invoice ("SPI") process or the Billed Entity Applicant Reimbursement Process ("BEAR") under the E-Rate Program to request discounted bills or reimbursement of approved services.

If the SPI process is used, on each monthly or project-specific invoice, the Board will only pay the E-Rate Eligible Non-Discounted Amount and the Ineligible Amount to Vendor. Vendor will follow E-Rate Procedures described in Section 4 to receive the E-Rate Eligible Discounted Amount directly from the USAC/SLD.

If the BEAR process is used, the Board will request reimbursement from the USAC/SLD for approved services for which the Board has already paid the full pre-discounted amount to the Vendor. Vendor, as the associated service provider, will sign an acknowledgment verifying the appropriate discounts have been provided to the Board for each submitted monthly or project-specific invoice. Vendor acknowledges that any reimbursement received from the USAC/SLD on behalf of the E-Rate Program will be sent to the Vendor. In turn, Vendor will render the full amount of the disbursement to the Board no later than five (5) business days following the date that Vendor receives record of payment via Automated Clearing House (ACH) transfer date from the USAC/SLD.

4. E-Rate Program/Universal Services Support Mechanism.

4.1 Definitions Related to the E-rate Program

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Terms and Conditions of E-Rate Agreement

"E-rate Program" means the program currently administered by SLD/USAC (defined below) 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**").

"E-rate Discount" means the discount that eligible schools, libraries and consortia may receive for the acquisition of eligible telecommunications services, Internet access and internal connections.

"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**").

"SLD/USAC" means the School 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.

"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. The Board shall have no liability for the Discounted Portion of E-Rate Eligible Services and/or Products.

"Non-Discounted Portion of E-rate Eligible Services and/or Products" means that portion of the charge for E-rate Eligible Services and/or Products for which the Board is responsible for payment. The Non-Discounted Portion will not exceed the Non-Discounted Amount in Section 3.

"Eligible E-rate Services and/or Products" means services and/or products identified as eligible for the E-rate Discount.

"Ineligible E-rate Services and/or Products" means services and/or products ineligible for the E-rate Discount. The Ineligible E-rate Services and/or Products will not exceed the Ineligible Amount in Section 3.

"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.

"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.

"Recurring Services" means services generally offered on an ongoing basis and paid for in regular monthly, quarterly, or annual payments.

"Non-Recurring Services" means those services generally offered on a one-time basis.

ATTACHMENT F Terms and Conditions of E-Rate Agreement

"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.

"SPIN" means a service provider identification number, the unique number assigned to each service provider participating in the USF.

"Eligible Services List" or ("**ESL**") means the list of services approved by the FCC for funding under the Schools and Libraries Program. The ESL is funding year specific.

"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.

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

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

4.2 E-Rate Funding. It is anticipated that some of the maximum compensation authorized under this Agreement may be eligible for an E-rate Discount under the FCC Universal Service Support Mechanism.

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 Total Cost. The Board will have no liability for the payment of certain invoices, costs, charges and/or fees billed by Vendor and/or its subcontractor(s) as described in this Section. If the SLD/USAC denies funding for all or any portion of the invoices, costs, charges and/or fees of Eligible E-rate Services and/or Products, the Board has the option of discontinuing the receipt of any Services and/or Products for which funding was denied by the SLD/USAC any time following ten (10) business days written notice to the 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, termination or expiration of this Agreement.

4.3 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 the 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

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Terms and Conditions of E-Rate Agreement

be requested to deliver Services and/or Products prior to the receipt of such notice; however, such services may only include Priority 2 Basic Maintenance Services as defined by SLD/USAC.

4.4 Vendor's Representations and Warranties Regarding E-Rate Program: 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 the Services that are Eligible E-Rate Services. Further, through internal audit and review of the Services performed during the Term of the 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 and liable for compliance with all SLD procedures and requirements, including, but not limited to, SLD requirements for submitting Form 474 pursuant to Section 4.6. 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 the Vendor. The Board is not liable for any delays in payment to Vendor by the SLD.

4.5 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 Exhibit X. 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
42 W. Madison
Chicago, Illinois 60602
Attn: Chief Information Technology Officer

The Designated E-Rate Contact Person or 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 the Vendor will submit the final invoices to the Board. By submitting the final invoices to the Board late, the 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.

4.6 E-Rate SPI 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.

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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 the 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.

c) Vendor will contact the Designated E-Rate Contact Person or Designee 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 the 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 the 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.

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 X attached hereto.

4.8 E-Rate Audit. If requested by the Board, 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.

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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 X and Y attached hereto. As requested by the Board, Vendor will 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 Board;
- (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 the 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
- (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 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 the 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

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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. 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 sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board will notify Vendor and this Agreement will terminate on the last day of the fiscal period for which funds were appropriated. In no event will the Board be liable to the Vendor for any amount in excess of the current amount appropriated and budgeted by the Board to fund payments under this Agreement.

6. Scope of Services and Deliverables Provided. Vendor will provide the Services and/or Products specified in Exhibit X. "Products" means collectively the hardware, software, documentation, updates, any components, equipment or accessories that may be necessary to fulfill the requirements of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement at the prices specified in Exhibit X attached hereto, in accordance with the terms and conditions of this Agreement. The Board retains final authority with respect to all decisions related to Services and/or Products. The Board may, from time to time, request changes in the scope of Services and/or Products. Any such changes, including any increase or decrease in Vendor's fees, shall be in accordance with the Change Management Process described in this Agreement and may require documentation by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.

7. Change Management Process: During the Term of this Agreement, the parties may determine that change(s) to the scope of Products and 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.

7.1 Material Revision: A material revision includes but is not limited to: (i) increasing the cost of the Products or Services to be provided during the Term of this Agreement beyond the Maximum Compensation Amount identified in this Agreement, as may be amended; (ii) substantial reduction in the scope of Products and Services; (iii) substantial expansion of the Products and Services to be provided beyond the scope authorized by the Board in this Agreement; (iv) extending the time of performance of Products and Services beyond the time period approved by the Board; (v) change or modification to the legal terms and conditions; or (vi) any other shift of the rights, remedies, liabilities, risks, and obligations between Vendor and the Board. A material revision requires a written amendment to the Agreement approved by the Board and the Board's General Counsel. Any material revision that is not documented and approved as set forth above shall be considered null and void with no legal effect.

7.2 Statements of Work or Change Orders: If the proposed change does not amount to a material revision, Vendor's authorized representative shall agree in writing with the Board's Chief Information Officer and Chief Procurement Officer, with the written approval from the Board's General Counsel, to a Statement of Work or Change Order before any change takes effect. Statements of Work should be completed when further details about the Services is needed beyond

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what is described in the Scope of Products and Services but no additional compensation is needed. Change Orders should be completed when operational details of the Services from either a Statement of Work or the Scope of Services need to be documented and agreed upon between the parties. Any Statements of Work and Change Orders shall: be numbered sequentially, contain a detailed written description of the change in the Services and any associated prices, state the date entered into by each party's authorized representative, be signed by each party's authorized representative, and include any applicable deliverable or milestone descriptions and deadlines. Any Services provided pursuant to a Statement of Work or Change Order will be subject to and comply with the terms of this Agreement. The Board shall consider any Statement of Work or Change Order to be null and void, in whole or in part, to the extent that it seeks to modify or amend any legal terms, conditions or provisions; shifts risks, liabilities or obligations between the parties; or otherwise constitutes a material revision to the detriment of the Board without the proper written agreement and approval as set forth in this Agreement.

8. Representations and Warranties of Vendor. Vendor represents and warrants that the following will be true and correct as of the Effective Date and will continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement.

8.1 Contractor's Disclosure Form. The disclosures in Contractor's Disclosure Form or Contractor's Disclosure Form-Recertification submitted by Vendor to the Board's Department of Procurement and Contracts are true and correct. Vendor will promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change will be subject to Board approval which will not be unreasonably withheld.

8.2 Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement, where applicable, and shall perform no Services for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors are not appropriately licensed.

8.3 Financially Solvent. Vendor, and each of its subcontractors, 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. Vendor also warrants that it does not owe any non-tax debt to the federal government including, but not limited to, the FCC.

8.4 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.

8.5 Compliance with Laws. Vendor is and will 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 Act, 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 will remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

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

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8.7 Ethics. No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid there under except as may be permitted in writing by the Board's Code of Ethics (11-0525-PO2), adopted May 25, 2011, as may be amended, which Code is incorporated herein by reference as if fully set forth herein.

8.8 Good Standing. Vendor and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Procurement Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the Effective Date, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the Effective Date.

8.9 Authorization. Vendor 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 will constitute valid, binding obligations of the Vendor.

8.10 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 duration of this Agreement if the 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.

8.11 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 the Vendor or if the Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties the 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.

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8.12 Third Parties' Intellectual Property. In performing and delivering the Services and/or Products, Vendor will 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; and will have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under this Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

8.13 No Legal Actions 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 obligation under this Agreement.

8.14 No Other Rights Limited. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

8.15 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, 20xx (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 the 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 the 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.

8.16 Research Activities and Data Requests: Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes,

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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 Chief Education Officer or his/her designee.

8.17 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.

8.18 Warranty of Title: The Services are free and clear of 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.

8.19 Free of Computer Viruses: Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.

8.20 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.

8.21 Debarment and Suspension: Vendor certifies to the best of its knowledge and belief, after due inquiry, that:

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

"Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

8.22 **Continued Disclosure Requirement**: If at any time during the Term of this Agreement Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board in accordance with the Notice provision of this Agreement.

8.23 **Survival**: All warranties in this Section shall survive inspection, acceptance, expiration or 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.

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9. Background Check. Vendor shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively “**Staff**”) (“**Background Check**”). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered “contact” for purposes of this Section. Vendor shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

9.1 Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

9.2 Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board’s contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (“**Criminal History Records Check**”). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

- a. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
- b. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
- c. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

9.3 Department of Children and Family Services Check. At Vendor’s cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students (“**DCFS Check**”). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.

9.4 Background Check Representations and Warranties: With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- a. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;

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- b. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
- c. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
- d. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, 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; and (c) any Staff to provide Services under this Agreement if Vendor knows that he/she did not successfully pass a DCFS Check;
- e. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and
- f. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

9.5 Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to (i) immediately terminating this Agreement without any further obligation by the Board of any kind; (ii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

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

10.1 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"). Vendor acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, student data, educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Vendor in the course of the performance of Services under the Agreement. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an

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independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of the Agreement and any other agreements with the Board.

10.2 Use of Confidential Information: Vendor shall only use Confidential Information for the sole purpose of providing Products and Services to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform the Services set forth in the Agreement. Vendor shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of the Agreement without the prior written consent of the Board. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"). Handling Confidential Information: Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following:

- 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. Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of Section 10.2(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. Not leave any Confidential Information in any medium 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;
- f. Vendor shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or other electronic device unattended without enabling

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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 other electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.

- g. Vendor shall secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to 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.
- h. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster covered plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.

10.3 Dissemination of Information: Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the authorized representative 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.

10.4 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.

10.5 Unauthorized Access, Use or Disclosure of Confidential Information: If the 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 the 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; (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 law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations for the protection and handling of Confidential Information including, without limitation, any costs:

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(1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include provisions consistent with this Section in contracts with any subcontractors providing any Services under the Agreement.

10.6 Return and/or Destruction of Confidential Information: Upon (1) the expiration or termination of the Agreement or (2) receipt of Confidential Information that is not necessary for the performance of Vendor's obligations under the Agreement ("triggers"), Vendor shall promptly cease using and shall return or destroy all copies thereof in its possession including copies stored in any computer memory or storage medium. In the absence of a demand from the Board, Vendor shall return the Confidential Information to the Board within thirty (30) days of the occurrence of one of the foregoing triggers. In the event that the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. Destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape or other electronic device containing such Confidential Information. Notwithstanding the foregoing, Vendor may retain one archival copy of the Confidential Information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records, but such Confidential Information shall not be used and shall be stored in accordance with the terms of this Agreement.

10.7 Employees, Agents and Subcontractors: Vendor agrees to cause its employees, agents and subcontractors to undertake the same obligations regarding the handling of Confidential Information as agreed to by Vendor in the Agreement.

10.8 Survival. Vendor shall protect any Confidential Information that it may retain and shall abide by the terms of this Section after the termination or expiration of the Agreement.

11. Ownership: Vendor agrees that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the Agreement ("Work Product") shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Any and all Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the Services performed under the Agreement, shall at all times be and remain the property of the Board. 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. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. 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.

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12. Audit and Document Retention. Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with the Agreement. Vendor shall promptly rectify errors and resolve disputes that may be reported as a part of any such audit. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of Products; progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. Vendor shall maintain all records related to the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Agreement and Vendor's performance of Services and delivery of Products. All records referenced above shall be retained for at least ten (10) years after the after the last day of the delivery of E-Rate Eligible Products and/or Services and shall be subject to inspection and audit by the Board, subject to modification by the terms of the Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein. 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. 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.

13. Standards of Performance.

13.1 Skill and Attention. Vendor will devote, and will cause all of its staff, joint venture members, if a joint venture, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to all Services and/or Products effectively, efficiently and consistent with the best interests of the Board and to the satisfaction of the Chief Information Officer of the Board. Vendor is responsible for the quality and competence of the work and activities of each of its staff and subcontractors, including, without limitation, compliance with the terms of this Agreement. Vendor will retain and utilize sufficient staff to assure the most effective and efficient performance of Services and will utilize professionals licensed by the State of Illinois to practice the applicable profession, as required by law and/or by this Agreement. Vendor will use efficient business administration methods and perform 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 performed at a reasonable cost to the Board and that the Services performed 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 all deliverables furnished, whether by Vendor or its subcontractors on its behalf.

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13.2 Key Personnel. Key personnel assigned to provide Services to the Board and who are listed in Exhibit X 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 resumé 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 to the assignment of such individual as a 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.

14. General Safety Guidelines.

14.1 Vendor will be solely responsible for safety in performing the Services. Vendor will adhere to any and all safety related requests by the Board and the Board’s designated representatives, including submission, upon the request of the Board, of Vendor’s Safety Manual.

14.2 Vendor, both directly and indirectly through its subcontractors, will continuously protect the Board’s property and adjacent property from damage, injury, or loss arising in connection with operations under this Agreement. Vendor will make good any such damage, injury, or loss. Vendor is responsible for School site security.

14.3 Vendor, both directly and indirectly through its subcontractors, will take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.

14.4 Vendor will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Vendor, and its subcontractors, will cooperate with any other Vendor that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.

14.5 In an emergency affecting the safety of life or adjoining property, Vendor, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.

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14.6 Vendor will protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed. If the items are damaged by Vendor or its Subcontractors, Vendor will make all necessary repairs to or replacements of them at no cost to the Board.

14.7 If, in the opinion of the Board, the performance of the Services endangers adjoining property or persons, upon written notice from the Board to the Vendor, the Services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. Vendor acknowledges and agrees that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.

14.8 Vendor will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that Vendor, or any of Vendor's supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing Services maintain and implement similar testing policies, Vendor will require a similar written policy in each subcontract.

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

15.1 Supply of Products. Unless otherwise specifically agreed upon in this Agreement, 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.

15.2 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.

15.3 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 one (1) year from date of receipt of shipment. Cables installed in schools shall have a minimum warranty period of twenty-five (25) years. 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 of six (6) months 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.

15.4 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

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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.

15.5 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.

16. Termination.

16.1 Early Termination. The Board may terminate this Agreement in whole or in part, without cause upon thirty (30) days written notice.

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 date of the termination are allowed. Unless the Board has requested that Services ordered before the effective termination or expiration date be delivered after the effective termination or expiration date, the Board shall not have any liability for any Services provided after the expiration/termination date.

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 will 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.

16.2 Suspension of Services. The Board, upon fifteen (15) days' written notice, may request that Vendor suspend Services in whole or part. Vendor will promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board's Chief Procurement Officer, or his or her designee, and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of resuming performance of Service will be determined by mutual agreement of the Parties.

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

- a. Any action or failure to act by Vendor that affects the safety and/or welfare of CPS students or Board staff;
- b. Any misrepresentation by Vendor in the inducement of this Agreement or performance and delivery of Services and/or Products ;
- c. Breach of any term, representation or warranty made by Vendor in this Agreement.
- d. Failure of Vendor to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:
 - (i) Failure to provide any portion of the Services and/or Products herein at the time fixed for performance or delivery and in the manner specified herein;

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- (ii) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Vendor's reasonable control;
 - (iii) Failure to perform the Services in a manner satisfactory to the Board, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iv) Failure to promptly re-perform Services that were determined by the Board to be incomplete or unsatisfactory within a reasonable time after initial delivery;
 - (v) Discontinuance of the Services for reasons within Vendor's reasonable control;
 - (vi) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance, nondiscrimination and any other acts specifically and expressly stated in this Agreement constituting an event of default; or
 - (vii) Failure to meet MBE/WBE participation goals.
- e. Default by Vendor under any other agreement Vendor may have with the Board.
- f. Where Services include contact with CPS students, any failure to comply with the Background Check Section of this Agreement, in whole or in part; and
- g. An 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.

16.4 **Remedies.** The Board, in its sole discretion, may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default. The CPO may give Vendor an opportunity to cure the default within a certain defined period of time ("Cure Period"). The CPO shall give Vendor written notice of a default, either in the form of a cure notice ("Cure Notice") or, if no opportunity to cure is granted, a default notice ("Default Notice").

The CPO may give a Default Notice after a Cure Notice if: (1) Vendor fails to effect a cure within the Cure Period given in the applicable Cure Notice; or (2) if the Event of Default cannot be reasonably cured within the Cure Period, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

A written Default Notice shall be final and effective termination of the Agreement, in whole or in part, effective on Vendor's receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services, unless otherwise specifically directed in the notice, and Vendor must deliver to the Board all materials prepared or created in the performance of the Agreement, whether completed or in-process.

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

- a. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. Vendor will be liable to the Board for any

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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 in exercising this remedy.

b. Terminate this Agreement, effective at a time specified by the Board, in whole or in part, as to any or all of the Services yet to be performed.

c. Suspend Services during the thirty (30) day (or longer) Cure Period, described above, if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or the Board staff.

d. Seek specific performance, an injunction or any other appropriate equitable remedy.

e. Receive from Vendor any and all money damages incurred as a result or in consequence of an Event of Default.

f. Withhold all or part of any payments due Vendor under this Agreement and notify the SLD/USAC to withhold payments that are due or future payments that may become due under this Agreement.

g. Deem Vendor non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy (08-1217-PO1) adopted December 17, 2008, as may be amended.

h. Terminate this Agreement in whole or in part, select a new vendor by requesting a change of SPIN with the SLD/USAC, and/or seek any other available remedies in law, equity, or by statute if Vendor fails to pay 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.

i. Terminate this Agreement, in whole or part, and select a new vendor by requesting a change in the SPIN pursuant to SLD/USAC guidelines, rules and/or regulations.

If the Board considers it to be in its best interest, it may elect not to declare Vendor in default or to terminate this Agreement. The Parties acknowledge that this Section is solely for the benefit of the Board and if the Board permits Vendor to continue to provide the Services despite one or more Events of Default, Vendor is not relieved of any responsibilities, duties or obligations under this Agreement nor will the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default 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 the Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case

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the termination is to be considered an early termination pursuant to the Early Termination Section above.

16.5 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.

16.6 Turnover of Documents and Records. Upon demand of the Board after termination of this Agreement for any reason or following the expiration of this Agreement by its terms, Vendor will turn over to the Board or its designee within three (3) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work, analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services and/or Products, except that Vendor may keep a copy of such information for its own records subject to the confidentiality obligations described in herein. Vendor will cause its subcontractors, if any, to undertake the same obligations contained in this Section.

17. Indemnification. Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all 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 (collectively "Claims") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Products and Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.

Furthermore, as stated in Independent Agreement or Section above, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under the Agreement, Vendor shall indemnify the Board for any such liability. As stated in the Confidential Information Section above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of a data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

Vendor will, 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 will be rendered against the Board in any such action, Vendor will, at its own expense, satisfy and discharge such obligation of the Board. The Board will have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any

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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 will be borne by Vendor and Vendor will be bound by, and will 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 Corporation*, 146 Ill. 2nd 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, any other statute or judicial decision.

The indemnification set forth herein will survive the expiration or termination of this Agreement.

18. Independent Contractor: It is understood and agreed that the relationship of Vendor to the Board is and will continue to be that of an independent contractor. Neither Vendor nor any of Vendor's staff, agents, employees or subcontractors will be entitled to receive Board employee benefits. The Board will not be responsible for, nor incur any liability for, any state or federal withholding or other taxes or for FICA or state unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor will be the sole responsibility of Vendor. Neither Vendor nor its staff or subcontractors will represent themselves as employees or agents of the Board. Vendor will 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 a federal employer identification number.

19. Survival/Severability. All express representations or indemnifications made or given in this Agreement will survive the completion of Services or providing of any Products by the Vendor or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement will be considered divisible and such provision will be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement will remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision will be deemed to be so limited and will be enforceable to the maximum extent permitted by applicable law.

20. Assignment. This Agreement will be binding on the Parties and their respective successors and assigns; provided, however, Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

21. Non-Liability of the Board Officials. No Board member, employee, agent, officer or official will be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement, or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.

22. Joint and Several Liability. If Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then each and every obligation or

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undertaking herein stated to be fulfilled or performed by Vendor will be the joint and several obligation or undertaking of each such individual or other legal entity.

23. Charter Schools.

23.1 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 23.1 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 (as defined below). 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;
- (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 the 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.

ATTACHMENT F
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23.2 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 23.2 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;
- (g) costs related to the 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.

24. MBE/WBE PLAN. 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

ATTACHMENT F
Terms and Conditions of E-Rate Agreement

plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board.

25. Non Discrimination. It will 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 the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, sexual orientation, age, disability, or national origin. 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 Illinois Human Rights Act, 4775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. 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 the Vendor's employees or the Vendor's subcontractors' employees.

26. Freedom of Information Act. Vendor acknowledges that the Agreement and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Agreement shall be posted on the Board's Internet website.

27. Board Not Subject to Taxes. Federal excise tax does not apply to the Board and State of Illinois Sales Tax does not apply by virtue of Exemption Identification No.E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based upon this Agreement, including without limitation, sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the Services and/or Products to be provided under this Agreement, but excluding taxes levied or imposed upon the income or business privileges of Vendor, which will be the responsibility of Vendor.

28. Notices. All notices required under this Agreement will be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices will be deemed received when (i) delivered personally; or (ii) one (1) business day after deposit with a commercial express courier specifying next business day delivery, with written verification of receipt.

IF TO THE BOARD: The Board of Education of the City of Chicago
Procurement Office
42 W. Madison, 9th Floor
Chicago, IL 60602
Attn: Chief Procurement Officer

With a copy to. The Board of Education of the City of Chicago
Law Department
1 North Dearborn, 9th Floor
Chicago, IL 60602

ATTACHMENT F
Terms and Conditions of E-Rate Agreement

Attn: General Counsel

IF TO VENDOR. _____

29. Entire Agreement; Amendments. This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the Parties with respect to the matters contained therein. No modification of or amendment to this Agreement will be effective unless such modification or amendment is in writing and signed by the Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement are of no force or effect. The Board shall not be bound by any terms and conditions in any packaging, service catalogue, brochure, technical data sheet, click-wrap agreement, shrink-wrap agreement, click-through agreement or other document which attempts to impose any conditions that waive, abridge, or abrogate the terms and conditions contained in this Agreement, or the Board's contractual rights as provided under state or federal law.

30. Continuing Obligation to Perform. In the event of any dispute between Vendor and the Board, Vendor will expeditiously and diligently proceed with the performance of all of 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.

31. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. 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 the Vendor may be made, at the option of the Board, either registered or certified mail addressed to the applicable office as provided in this Agreement, by registered or certified mail addressed to the office actually maintained by the Vendor, or by personal delivery on any officer, director, or managing or general agent of the Vendor. If any action is brought by the Vendor against the Board concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

32. Prevailing Wages: If in the performance of the Agreement, there is any underpayment of wages or salaries by Vendor, the Board may withhold from the 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 the 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.

33. Installation and the Multi-Project Labor Agreement: To the extent required as part of the Services, Vendor acknowledges that the Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA along with the signatory unions can be obtained through: http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf and http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf. Vendor acknowledges familiarity with the requirements of the MPLA; its applicability to certain Services performed by Vendor, including its employees, agents, and subcontractors, and shall comply in all respects.

34. Service Level Agreement: A Service Level Agreement ("SLA"), attached and incorporated into this Agreement as Exhibit X, 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.

ATTACHMENT F
Terms and Conditions of E-Rate Agreement

35. Use of Board's Network: 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), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended, during the term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.

36. 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 during the one year period following expiration or other termination of their terms of office.

37. Indebtedness. Vendor will comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), and as may be amended from time to time, which policy is hereby incorporated by reference as if 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.

39. 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.

40. Right of Entry. Vendor, and any of its officers, employees, or agents, performing services will be permitted to enter upon the site in connection with the performance of its services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. The Vendor will provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board will not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Vendor will use, and will 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, the 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 attorneys; reasonable fees, arising from, by reason of, or in connection with any such entries will be treated in accordance with the applicable terms and conditions of this Agreement including without limitation the indemnification provisions contained in this Agreement.

41. 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 the Services and/or Products on the school site.

42. Chicago's Minimum Wage Requirements: Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral

ATTACHMENT F
Terms and Conditions of E-Rate Agreement

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 the 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 Vendor must pay the prevailing wage.

43. **Counterparts and Facsimiles:** The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

44. **Waiver.** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder will be construed as any type of waiver of any such right, and the Board may exercise any such right from time to time as often as may be deemed expedient.

45. **Approval by the Board.** This Agreement is subject to approval by the members of the Board.

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ATTACHMENT G
Contractor's Disclosure Form

DEPARTMENT OF PROCUREMENT
42 W Madison Street * Chicago, Illinois 60602 * Telephone: 773-553-2280
www.cps.edu/procurement

Jonathan Maples
Chief Procurement Officer

DEPARTMENT OF PROCUREMENT AND CONTRACTS
CONTRACTORS DISCLOSURE FORM

INSTRUCTIONS

1. Every Contractor submitting a bid or proposal to the Board of Education of the City of Chicago (“Board”) must complete and return a Contractor’s Disclosure Form.
2. The Contractor’s Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor’s Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor’s is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor’s Disclosure Form.
4. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor’s Disclosure Form.
5. This Contractor’s Disclosure Form need only be filed with the Department of Procurement and Contracts on a yearly basis. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification /contract number and the date the form was submitted.
6. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within five (5) working days of the change which shall be submitted to the Department of Procurement and Contracts citing the contract number, if applicable, and any such change shall be subject to Board approval.
7. Providing any false, incomplete or inaccurate information in the Contractor’s Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. The Board policies referenced in the Contractor’s Disclosure Form, including the Indebtness Policy, Ethics Policy, and Debarment Policy are available upon request.

CONTRACTOR'S DISCLOSURE FORM

Specification/Contract Number: _____

List all CPS Vendor Numbers
For the Contractor and related
companies: _____

Contractor Name: _____

Contractor Address: _____

City: _____ State: _____ Zip Code _____

List all other Addresses of Contractor: _____

(Assumed Name, if any): _____

Contact Person: _____

Contractor Phone: _____

Contractor Fax: _____

Contractor Email: _____

Business Start Date: _____

SIC Code or DUNS No., if available: _____

Description of Business Activity: _____

Business Volume (dollar amount), for the _____
last fiscal year:

Federal Employer I.D. # or Social Security #: _____

Supplier is a certified Minority/Women Business Enterprise: MBE WBE ____

The undersigned _____, as _____
(Name) (Title)

and on behalf of _____ ("Supplier"),
(Business Name)

on _____ certifies that all the information above is true and correct. (Date)

VENDOR CONTACT INFORMATION

This information will be registered to our [Supplier portal](#) and the email addresses will be signed up to receive Purchase Orders.

Contact Person

Name: _____ Title: _____

Phone: _____

Email: _____

Secondary Contact Person

Name: _____ Title: _____

Phone: _____

Email: _____

Conditional Action: If any Vendor employees or principals are going to be in direct contact with students, they must fulfill the background check and fingerprint requirements and must be cleared before the Vendor number will be issued. If applicable, detailed information about how to complete these tests will be provided after this application has been reviewed.

Will Vendor have direct contact with students: ☐ Yes ☐ No

If yes, you will be referred to our fingerprint / background check vendor for processing prior to being able to receive purchase orders.

A. DISCLOSURE OF OWNERSHIP INTEREST

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a:
(check one)

- ☐ For Profit Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Joint Venture

- ☐ Sole Proprietor/Consultant
- ☐ Not-For-Profit Corporation
- ☐ Other: _____

CONTRACTOR'S DISCLOSURE FORM

SECTION I. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of _____
- b. Corporation in good standing Yes { } No { }
- c. Authorized to do business in the State of Illinois Yes { } No { }
(Attach Certificate of Authority to Transact Business)
- d. If the Contractor is a publicly held corporation, please provide copies of the corporation's published annual reports and/or Form 10-K's for the last three years.
- e. List below the names of all **Officers** of corporation (or Attach List):
List below the names of all **Directors** of corporation (or Attach List):

- f. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

- g. Is the corporation owned partially or completely by one or more other corporations? YES { } NO { }
If "Yes", provide the above information, as applicable, for each of said corporations.

- h. If the corporation has 100 or more shareholders, indicate below or attach a list of names, addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each. (If no shareholder owns 10% of the shares, enclose a copy of the corporation's latest published annual report and/or Form 10-K.)

CONTRACTOR'S DISCLOSURE FORM

SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES

- a. If the Contractor is a partnership or limited liability company indicate the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)

Address

Ownership Interest

SECTION 3. JOINT VENTURES

- a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)

Address

Ownership Interest

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS

- a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { }. If "YES" complete items b and c of this Section.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name (s) of Principal (s)

(Print or Type)

Address

- c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name (s) of Principal (s) (Print or Type)

Address

Relationship

CONTRACTOR'S DISCLOSURE FORM

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois Yes { } No { }
(Attach Certificate of Authority to Transact Business)
- c. Is corporation a 501(c) 3 organization? Yes { } No { }
- d. List below the names of all **Officers** of corporation (or Attach List):
List below the names of all **Directors** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address
----------------------	-----------------------	---------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type)	Address	Ownership Interest
----------------------	---------	--------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

B. THE INDEBTEDNESS POLICY

The Contractor acknowledges that it is familiar with the Board's Policy on Indebtedness (96-0626-PO3) adopted June 26, 1996, as amended from time to time.

1. Whenever used in this section, the following words and phrases shall have the following meaning: "Board" means the Board of Education of the City of Chicago and includes all schools operated by the Board of Education. "Contract" means any agreement or transaction pursuant to which a contractor (i) receives Board funds in consideration for services; work; or goods provided or rendered, or (ii) pays the Board money in consideration for a lease, or license allowing it to rent or otherwise use Board property. "Debt" means a specified sum of money owed to the Board, the State of Illinois Student Assistance Commission, the City of Chicago, or the County of Cook for which the period granted for payment has expired. "Outstanding Parking Violation Complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Substantial Owner" means any person who owns or holds a twenty-five percent (25%) or more percentage of interest in any bidder, potential Contractor or Contractor as revealed by disclosures required by the Chief Purchasing Officer, including those shareholders, partners, members, beneficiaries and principals more specifically described therein; except where the bidder, potential Contractor or Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietorship.

CONTRACTOR'S DISCLOSURE FORM

2. Is the Contractor delinquent in the payment of any Debt owed as defined above?

YES NO ____ If "Yes", please answer the following questions:

Has the Contractor entered into an agreement with the Board, or any other entity mentioned in Section 1 above, for the payment of all Debts owed and is in compliance with such agreement?

YES NO ____

Is the Contractor contesting liability for the amount of the Debt in a pending administrative or judicial proceeding?

YES No ____

Has the Contractor filed a petition in bankruptcy and the Debts owed are dischargeable in bankruptcy?

YES NO ____

3. Has the Contractor and/or Contractor's Substantial Owner(s) been declared in arrearage on child support obligations by an Illinois court of competent jurisdiction? YES NO ____

Has the Contractor and /or Contractor's Substantial Owner(s) entered into court-approved agreement for the payment of all such child support owed, and is the Contractor and/or Substantial Owner(s) in compliance with such agreement?

YES NO ____

—

The Contractor and all of Contractor's Substantial Owners must remain in compliance with any such child support obligations throughout the term of the Contract and any extensions thereof, or until the performance of the Contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in this section constitutes an event of default.

C. ETHICS CODE

The Contractor acknowledges that it is familiar with the Board's Code of Ethics (11-0525-PO2) adopted May 25, 2011, as amended from time to time.

_____ 1. To its knowledge, the Contractor is in compliance.

_____ 2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the Board or a current or former member of a Local School Council? Yes____NO ____.

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

D. DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the Board.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.
3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Address	Relationship (attorney, lobbyist, etc.)	Federal Employer ID# (No Social Security #'s Allowed)	CPS Vendor #

2. This Disclosure relates to the following Contract/purchase order: _____
Specification/Contract Number: _____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: _____

IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

E. STATE AND MUNICIPAL TAX QUESTIONS

1. Is the Contractor delinquent in the payment of any tax administered by the Illinois Department of Revenue?
YES____NO____
2. Is the Contractor contesting its liability for the tax or amount of tax in accordance with the procedures established by the appropriate Revenue Act?
YES____NO____
3. Has the Contractor entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due, and is the Contractor in compliance with such agreement?
YES_ NO____
4. Is the Contractor delinquent in-the-payment of any tax administered by the Illinois Department of Revenue not covered under any of the situations described in subsections 1, 2 or 3 above?
YES_ NO____
5. Is the Contractor's business registered/remitting Chicago Municipal taxes?
YES____NO____ If "Yes", please provide your tax account number _____
6. Prior to July 1, 1995 number of employees? _____
7. Current number of employees? _____

CONTRACTOR'S DISCLOSURE FORM

8. Does the Contractor's business own/use any equipment/vehicles titled in Chicago? YES_ NO____
9. Is the Contractor's business the lease of any tangible personal property used in Chicago? YES____NO____
10. Does the Contractor's business purchase non-titled personal property from a retailer located outside the City of Chicago for use in Chicago? YES_ NO____
11. What percentage of the Contractor's business operation is governmental work? _____

F. WORK RELATED DISCLOSURE

For purposes of this section, "Controlling Person" means an affiliated entity¹ or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?
YES____NO____ If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.
 2. Has the Contractor or Controlling Person(s) previously performed work for the Board?
YES_ NO____ If "Yes", please list the date and nature of goods or services provided to the Board.
 3. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?
YES_ NO____ If "Yes", please list the agency, date and nature of goods rendered or services performed.
 4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts?
YES____NO____ If "Yes", please attach explanation.
 5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation, including student loans?
YES____NO____If "Yes", please attach explanation.
 6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?
YES____NO____ If "Yes", please attach explanation and cite caption, case/docket number and disposition.
-

¹ Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

CONTRACTOR'S DISCLOSURE FORM

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed?
YES _____ NO _____ If "Yes", please attach explanation and cite caption, case/docket number and disposition.

8. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the Board: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.
YES _____ NO _____ If "NO", please attach explanation.

9. Please attach resumes of experience for the Contractor or Controlling Person(s).

If the Contractor is a construction contractor, please complete the following questions:

10. Does the Contractor or Controlling Person(s) have performance bonding capacity by an authorized surety company?
YES _____ NO _____ If "Yes", please provide the bonding capacity and the surety company name, address, telephone and fax numbers, and the name of the broker/agent.

11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?
YES _____ NO _____ If "Yes", please attach all violations and state whether the violations caused injuries.

12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of Illinois prevailing wage requirements?
YES _____ NO _____ If "Yes", please attach explanation.

13. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations?
YES _____ NO _____ If "Yes", please attach explanation.

14. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business?
YES _____ NO _____ If "Yes", please attach explanation.

G. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:

CONTRACTOR'S DISCLOSURE FORM

- a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the Board of Education of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of guilt of such conduct described in Section 1(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this Contractor's Disclosure Form.
 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting or local government as a result of engaging in or being convicted of bid-rotating³ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating during a period of five years prior to the date of submittal of this Contractor's Disclosure Form⁴.

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) or (c) above which is a matter of record but has not been prosecuted for such conduct.

² For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

³ For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

⁴ No business shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) the business has been finally adjudicated not guilty or (2) the business demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

CONTRACTOR'S DISCLOSURE FORM

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of the Contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Contractor's Disclosure Form. The Contractor shall not, without the prior written permission of the Board, use any such subcontractors in the performance of a Contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of any such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section G (A) (1) (a), (b) or (c) above, (b) bid-rigging, bid-rotating, or any similar offense of any state of the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) which is a matter of record but has not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of a Contract and for a period of seven years thereafter, all certifications required by Section G (B) (1) and (2) above, for all subcontractors to be used in the performance of the Contract and will make such certifications promptly available to the Board upon request.
4. The Contractor will not, without the prior written consent of the Board, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form or substance equal to this Contractor's Disclosure Form.

C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the Board;
 - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
 - d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.
2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

E. Punishment

A Contractor who makes a false statement, material to Section G of this Contractor's Disclosure Form, commits a class 3 felony. 720 ILCS 5/33E -11(b).

CONTRACTOR'S DISCLOSURE FORM

INCORPORATION INTO BOARD REPORT/CONTRACT DOCUMENT

The above certifications shall become part of any Board Report and/or Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Board Report and/or Contract awarded to the Contractor, and any extension thereof.

ATTESTATION CLAUSE

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the Board to verify the information provided in this Contractor's Disclosure Form. I understand that the Inspector General of the Board 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. I agree to pay all costs, fees and other expenses deemed necessary in connection with any investigation by the Inspector General or the Board, including but not limited to financial audits, credit reports and criminal background checks. I understand that the Board may rely on the information provided herein. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand and acknowledge the Board's Debarment Policy (08-1217-PO1) adopted December 17, 2008. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Date

State of _____

County of _____

Signed and sworn to before me this _____ day of _____, _____

My commission expires:

Notary Public Signature

ATTACHMENT H

W-9 Tax Form

**ATTACHMENT I
MBE/WBE Compliance Plan**

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

http://www.csc.cps.k12.il.us/purchasing/uploadedfiles/doing_business/goods_services_master.pdf

ATTACHMENT J Insurance Requirements

Insurance. Vendor, at its own expense, shall procure and maintain insurance covering all operations under the 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 and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth:

a. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

b. **Commercial General Liability Insurance (Primary and Umbrella).** 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 may not exclude coverage for sexual abuse and/or molestation.

c. **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.

d. **Professional Liability/Errors and Omissions:** When any professionals perform Services in connection with the 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 the 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.

e. **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 Dollars (\$2,000,000.00) per claim and Four Million 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 the Agreement and any earlier commencement of Services. Such coverage shall be maintained continuously for a period of two (2) years after expiration or termination of the Agreement or Vendor must secure a two-year extended reporting provision.

f. **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' cyber, general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

g. **Additional Insured.** Vendor shall have its General, Cyber, Umbrella, 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".

ATTACHMENT J Insurance Requirements

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
Chicago, Illinois 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 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 the Vendor's Agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of the Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or the 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 the Vendor under the Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in the Agreement. The Vendor shall require any subcontractors under the Agreement to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The 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 the 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 the Agreement, if any, or any limitation that might be placed on the indemnity in the 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 and indicated 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 the fee may subject to change.

Each year, Board-approved, registered vendors 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) in order to 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 (see URL

**ATTACHMENT J
Insurance Requirements**

below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
676 N. LaSalle - Suite 230
Chicago, IL 60654
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <http://www.cpsvendorcert.com>

Designated website for online registration, insurance certificate submissions and annual fee payments)

**ATTACHMENT K
Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
CPS Data Center-Century Link	2425 Busse Rd, Elk Grove Vlg	62226	1	0	2	0	0	12
JR Thompson Center	100 W Randolph	60601	2	0	28	0	0	0
Admin Offices-Loop	42 W Madison (1 N Dearborn)	60602	2	0	3	8	0	8
Admin Offices-Bridgeport	501 W 35th St	60609	0	0	2	8	16	5
Admin Offices-Colman	4655 S Dearborn	60609	0	0	1	5	12	5
Admin Offices-Garfield Park	2651 W Washington	60612	0	1	0	4	6	4
Admin Offices-Student Safety at OEMC	1411 W Madison	60607	0	0	1	1	0	11
Admin Offices-Inspector General	567 W Lake	60661	0	0	1	0	3	5
Admin Offices-Western	11424 S Western	60643	0	0	1	4	1	5
Admin Offices-Avondale	6323 N Avondale Ave	60631	0	0	1	0	43	5
Admin Offices-Paulina	110 N Paulina St	60612	0	0	1	0	2	5
Admin Offices-CPS Warehouse	3532 W 47th Place	60632	0	0	1	0	16	10
Admin Illinois Eye Institute@Princeton	5125 S Princeton Ave	60609	0	0	1	0	8	2
Admin Gallery 37	66 E Randolph	60601	0	0	1	0	0	0
Dore II Elem (new construction)	7134 W 65th St	60638	0	0	1	0	6	0
South Loop II Elem (new construction)	1601 S Dearborn	60616	0	0	1	0	4	0
Read Dunning HS (new construction)	4100 N Oak Park	60634	0	0	1	0	5	0
Englewood STEM HS (new construction)	6835 S Normal	60621	0	0	1	0	1	0
Addams Elem	10810 S Avenue H	60617	0	0	1	0	3	5
Agassiz Elem	2851 N Seminary Ave	60657	0	0	1	0	3	5
Air Force Academy HS	3630 S Wells St	60609	0	0	1	0	3	10
Albany Park Elem & Edison Reg Gifted Elem	4929 N Sawyer Ave	60625	0	0	1	0	3	5
Alcott Elem	2625 N Orchard St	60614	0	0	1	0	3	5
Alcott HS for Humanities	2957 N Hoyne Ave	60618	0	0	1	0	7	7
Aldridge Elem	630 E 131st St	60627	0	0	1	0	4	5
Amundsen HS	5110 N Damen Ave	60625	0	1	0	2	10	8
Ariel Elem	1119 E 46th St	60653	0	0	1	0	4	7
Armour Elem	950 W 33rd Pl	60608	0	0	1	0	3	5
Armour Elem Branch	911 W 32nd Place	60608	0	0	0	0	3	5
Armstrong G Elem	2110 W Greenleaf Ave	60645	0	0	1	0	7	5
Ashburn Elem	8300 S St Louis Ave	60652	0	0	1	0	4	5
Ashe Elem	8505 S Ingleside Ave	60619	0	0	1	0	4	5
Audubon Elem	3500 N Hoyne Ave	60618	0	0	1	0	3	5
Austin College & Career Acad HS	231 N Pine Ave	60644	0	1	0	0	16	8
Avalon Park Elem	8045 S Kenwood Ave	60619	0	0	1	0	4	7
Azuela Elem	4707 W Marquette Rd	60629	0	0	1	0	4	7
Back of the Yards HS	2111 W 47th St	60609	0	1	0	0	6	7
Barnard Elem	10354 S Charles St	60643	0	0	1	0	4	5
Barry Elem	2828 N Kilbourn Ave	60641	0	0	1	0	4	5
Barry Elem Branch PreK	4638 W Diversey	60639	0	0	1	0	4	5
Barton Elem	7650 S Wolcott Ave	60620	0	0	1	0	6	5
Bass Elem	1140 W 66th St	60621	0	0	1	0	7	5
Bateman Elem	4220 N Richmond St	60618	0	0	1	0	3	5
Beard Elem	6445 W Strong St	60656	0	0	1	0	4	5

ATTACHMENT K
Current Board Site Listing

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Beasley Elem	5255 S State St	60609	0	0	1	0	10	8
Beasley Elem CPC	5165 S State St	60609	0	0	0	0	5	5
Beaubien Elem	5025 N Laramie Ave	60630	0	0	1	0	4	5
Beethoven Elem	25 W 47th St	60609	0	0	1	0	4	6
Beidler Elem	3151 W Walnut St	60612	0	0	1	0	4	5
Belding Elem	4257 N Tripp Ave	60641	0	0	1	0	4	5
Belding Elem Branch	4207 W Irving Park Rd	60641	0	0	0	0	1	1
Bell Elem	3730 N Oakley Ave	60618	0	0	1	0	3	10
Belmont-Cragin Elem ECE-Socrates	6041 W Diversey Av	60639	0	0	1	0	15	5
Bennett Elem	10115 S Prairie Ave	60628	0	0	1	0	5	5
Black Magnet Elem	9101 S Euclid Ave	60619	0	0	1	0	4	7
Black Magnet Elem Branch	7133 S Coles	60649	0	0	1	0	4	5
Blaine Elem	1420 W Grace St	60613	0	0	1	0	3	6
Blair Elem	6751 W 63rd Pl	60638	0	0	1	0	4	5
Bogan HS	3939 W 79th St	60652	0	1	0	2	6	10
Bond Elem	7050 S May St	60621	0	0	1	0	5	10
Boone Elem	6710 N Washtenaw Ave	60645	0	0	1	0	4	7
Bouchet Elem	7355 S Jeffery Bl	60649	0	0	1	0	4	7
Bouchet Elem Middle (Modular)	2001 E 73rd St	60649	0	0	0	0	3	5
Bowen HS	2710 E 89th St	60617	0	1	0	2	13	8
Bradwell Elem	7736 S Burnham Ave	60649	0	0	1	0	3	5
Brennemann Elem	4251 N Clarendon Ave	60613	0	0	1	0	3	5
Brentano Elem	2723 N Fairfield Ave	60647	0	0	1	0	4	5
Bridge Elem	3800 N New England Ave	60634	0	0	1	0	4	5
Bridge Elem Branch-St Priscilla	7001 W Addison	60634	0	0	1	0	4	2
Bright Elem	10740 S Calhoun Ave	60617	0	0	1	0	10	6
Brighton Park Elem	3825 S Washtenaw Ave	60632	0	0	1	0	3	5
Bronzeville Classical Elem	8 W Root St	60609	0	0	1	0	4	0
Bronzeville HS & Williams Prep HS-Dusable	4934 S Wabash Ave	60615	0	1	0	2	9	8
Brooks College Prep HS	250 E 111th St	60628	0	1	0	2	7	10
Brown Ronald Elem	12607 S Union Ave	60628	0	0	1	0	4	5
Brown William Elem	54 N Hermitage Ave	60612	0	0	1	0	10	10
Brownell Elem	6741 S Michigan Ave	60637	0	0	1	0	4	5
Brunson Elem	932 N Central Ave	60651	0	0	1	0	4	5
Budlong Elem	2701 W Foster Ave	60625	0	0	1	0	11	5
Burbank Elem	2035 N Mobile Ave	60639	0	0	1	0	5	7
Burke Elem	5356 S King Dr	60615	0	0	1	0	4	5
Burley Elem	1630 W Barry Ave	60657	0	0	1	0	4	5
Burnham Elem	9928 S Crandon Ave	60617	0	0	1	0	3	5
Burnside Elem	650 E 91st Pl	60619	0	0	1	0	5	5
Burr Elem	1621 W Wabansia Ave	60622	0	0	1	0	4	5
Burroughs Elem	3542 S Washtenaw Ave	60632	0	0	1	0	3	5
Byrne Elem	5329 S Oak Park Ave	60638	0	0	1	0	5	8
Caldwell Elem	8546 S Cregier	60617	0	0	1	0	7	6

**ATTACHMENT K
Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Calmecca Elem	3456 W 38th St	60632	0	0	1	0	6	5
Cameron Elem	1234 N Monticello Ave	60651	0	0	1	0	8	5
Camras Elem	3000 N Mango Ave	60634	0	0	1	0	5	5
Canty Elem	3740 N Panama Ave	60634	0	0	1	0	4	5
Cardenas Elem Central	2406 S Central Park Ave	60623	0	0	1	0	4	5
Cardenas Elem North	2345 S Millard Ave	60623	0	0	1	0	3	5
Cardenas Elem South (was Castellanos)	2524 S Central Park Ave	60623	0	0	1	0	3	5
Carnegie Elem	1414 E 61st Pl	60637	0	0	1	0	5	5
Carroll Elem	2929 W 83rd St	60652	0	0	1	0	4	6
Carroll Elem Rosenwald Julius Branch	2541 W 80th St	60652	0	0	0	0	18	5
Carroll Elem Rosenwald-Carroll Branch	2601 W 80th St	60652	0	0	1	0	5	5
Carson Elem	5516 S Maplewood Ave	60629	0	0	1	0	4	5
Carson Elem Annex	2550 W 56th St	60629	0	0	0	0	4	5
Carter Elem	5740 S Michigan Ave	60637	0	0	1	0	4	5
Carver Military HS	13100 S Doty Ave	60627	0	1	0	2	5	7
Carver Primary Elem	901 E 133rd Pl	60627	0	0	1	0	7	5
Carver Primary Elem-Middle (Bldg E-MDF)	801 E 133rd Pl	60827	0	0	0	0	4	7
Carver Primary Elem-Wheatley CPC	902 E 133rd Pl	60627	0	0	0	0	4	5
Casals Elem	3501 W Potomac Ave	60651	0	0	1	0	4	5
Cassell Elem	11314 S Spaulding Ave	60655	0	0	1	0	4	5
Cather Elem	2908 W Washington Blvd	60612	0	0	1	0	11	5
Chalmers Elem	2745 W Roosevelt Rd	60608	0	0	1	0	4	7
Chappell Elem	2135 W Foster Ave	60625	0	0	1	0	3	5
Chappell Elem Annex	5145 N Leavitt St	60625	0	0	0	0	0	2
Chase Elem	2021 N Point St	60647	0	0	1	0	6	5
Chavez Elem	4747 S Marshfield Ave	60609	0	0	1	0	4	5
Chavez Elem PreK- St Michaels	4749 S Damen	60609	0	0	0	0	4	5
Chavez Elem-Upper Grades Center	4831 S Hermitage	60609	0	0	1	0	3	5
Chic Bulls/Best Practice HS-Hub Site MDF	2040 W Adams St	60612	0	1	0	2	7	7
Chicago Acad Elem & HS	3400 N Austin Ave	60634	0	0	1	0	4	5
Chicago Agricultural HS	3857 W 111th St	60655	0	1	0	2	6	8
Chicago HS for the Arts	2714 W Augusta Blvd	60622	0	0	1	0	9	8
Chicago Military HS	3519 S Giles Ave	60653	0	1	0	2	4	7
Chicago Technology Acad (CAAT) HS	1301 W 14th St	60608	0	0	1	0	4	7
Chicago Voc Career Acad (CVCA) HS	2100 E 87th St	60617	0	1	0	2	15	10
Chopin Elem	2450 W Rice St	60622	0	0	1	0	3	5
Christopher Elem	5042 S Artesian Ave	60632	0	0	1	0	3	7
Claremont Elem	2300 W 64th St	60636	0	0	1	0	4	5
Clark Acadmc Prep HS	5101 W Harrison St	60644	0	1	0	0	9	10
Clark GR Elem	1045 S Monitor Ave	60644	0	0	1	0	4	5
Clay Elem	13231 S Burley Ave	60633	0	0	1	0	4	5
Clemente HS	1147 N Western Ave	60622	0	1	0	2	4	10
Cleveland Elem	3121 W Byron St	60618	0	0	1	0	4	5
Clinton Elem	6110 N Fairfield Ave	60659	0	0	1	0	3	7

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Current Board Site Listing

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Clissold Elem	2350 W 110th Pl	60643	0	0	1	0	3	5
Coleman J Elem	1441 W 119th St	60643	0	0	1	0	3	5
Coles Elem	8441 S Yates Blvd	60617	0	0	1	0	4	10
Collins HS	1313 S Sacramento Dr	60623	0	1	0	2	4	7
Columbia Explorers Elem	4520 S Kedzie Ave	60632	0	0	1	0	4	10
Columbia Explorers Elem Branch	4630 S Kedzie Ave	60632	0	0	0	0	5	5
Columbia Explorers Elem Branch-Kindergarten	4600 S Kedzie Ave	60632	0	0	1	0	5	2
Columbus Elem	1003 N Leavitt St	60622	0	0	1	0	4	5
Cook Elem	8150 S Bishop St	60620	0	0	1	0	6	5
Coonley Elem	4046 N Leavitt St	60618	0	0	1	0	5	5
Cooper Dual Language Annex	1645 W 18TH PL	60608	0	0	0	0	5	5
Cooper Dual Language Elem	1624 W 19th St	60608	0	0	1	0	4	5
Corkery Elem	2510 S Kildare Ave	60623	0	0	1	0	4	5
Corliss HS	821 E 103rd St	60628	0	1	0	2	8	10
Courtenay Elem	4420 N Beacon St	60640	0	0	1	0	6	5
Crane Medical HS	2245 W Jackson Bl	60612	0	1	0	2	7	8
Crown Elem	2128 S St Louis Ave	60623	0	0	1	0	4	5
Cuffe Elem	8324 S Racine Ave	60620	0	0	1	0	3	6
Cullen Elem	10650 S Eberhart Ave	60628	0	0	1	0	4	5
Curie Metropolitan HS	4959 S Archer Ave	60632	0	1	0	2	7	10
Curtis Elem	32 E 115th St	60628	0	0	1	0	4	10
Daley Elem	5024 S Wolcott Ave	60609	0	0	1	0	3	5
Darwin Elem	3116 W Belden Ave	60647	0	0	1	0	3	6
Davis Miles Elem	6740 S Paulina St	60636	0	0	1	0	4	5
Davis Nathan Elem	3014 W 39th Pl	60632	0	1	0	2	4	5
Dawes Elem	3810 W 81st Pl	60652	0	0	1	0	5	7
Decatur Classical Elem	7030 N Sacramento Ave	60645	0	0	1	0	3	5
DeDiego Elem	1313 N Claremont Ave	60622	0	0	1	0	4	5
Deneen Elem	7240 S Wabash Ave	60619	0	0	1	0	4	5
DePriest Elem	139 S Parkside Ave	60639	0	0	1	1	4	5
Dett Elem	2131 W Monroe St	60612	0	0	1	0	5	5
Dever Elem	3436 N Osceola Ave	60634	0	0	1	0	5	6
Dewey Elem	5415 S Union Ave	60609	0	0	1	0	4	5
Dewey Elem CPC	638 W 54th Pl	60609	0	0	0	0	4	5
Dirksen Elem	8601 W Foster Ave	60656	0	0	1	0	3	5
Dirksen Elem Pre-K Branch	8300 W Addison	60634	0	0	1	0	0	6
Disney Elem	4140 N Marine Dr	60613	0	1	0	0	16	10
Disney II Elem	3815 N Kedvale Ave	60641	0	0	1	0	7	5
Disney II HS	3900 N Lawndale Ave	60618	0	0	1	0	6	5
Dixon Elem	8306 S St Lawrence Ave	60619	0	0	1	0	3	5
Doolittle Elem	535 E 35th St	60616	0	0	1	0	4	5
Dore Elem	6108 S Natoma Ave	60638	0	0	1	0	4	6
Douglass HS	543 N Waller Ave	60644	0	0	1	0	14	8
Drake Elem & SS Occupational HS Branch	2710 S Dearborn St	60616	0	0	1	0	8	5

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Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Drummond Elem	1845 W Cortland St	60622	0	0	1	0	4	5
Dubois Elem	330 E 133rd St	60827	0	0	1	0	5	5
Dulles Elem	6311 S Calumet Ave	60637	0	0	1	0	3	6
Dunbar HS	3000 S King Dr	60616	0	1	0	2	5	10
Dunne Elem	10845 S Union Ave	60628	0	0	1	0	4	5
Durkin Park Elem	8445 S Kolin Ave	60652	0	0	1	0	4	5
Dvorak Elem	3615 W 16th St	60623	0	0	1	0	4	7
Dyett HS	555 E 51st St	60615	0	1	0	0	6	7
Earhart Elem	1710 E 93rd St	60617	0	0	1	0	4	5
Earle Elem	2040 W 62nd St	60636	0	0	1	0	5	5
Eberhart Elem	3400 W 65th Pl	60629	0	1	0	0	6	5
Ebinger Elem	7350 W Pratt Ave	60631	0	0	1	0	4	5
Edgebrook Elem	6525 N Hiawatha Ave	60646	0	0	1	0	6	5
Edison Park Elem	6220 N Olcott Ave	60631	0	0	1	0	4	7
Edwards Elem	4815 S Karlov Ave	60632	0	0	1	0	5	7
Edwards Elem Center for Young Learners Branch	4950 S Laporte	60629	0	0	1	0	4	5
Ellington Elem & Branch	243 N Parkside Ave	60644	0	0	1	0	4	5
Ericson Elem	3600 W 5th Ave	60624	0	0	1	0	3	6
Esmond Elem	1865 W Montvale	60643	0	0	1	0	5	5
Everett Elem	3419 S Bell Ave	60608	0	0	1	0	4	5
Evergreen Elem	3537 S Paulina St	60609	0	0	1	0	5	5
Evers Elem	9811 S Lowe Ave	60628	0	0	1	0	3	5
Fairfield Elem	6201 S Fairfield Ave	60629	0	0	1	0	4	5
Falconer Elem	3020 N Lamon Ave	60641	0	0	1	0	4	10
Faraday Elem	3250 W Monroe St	60624	0	0	1	0	4	6
Farnsworth Elem	5414 N Linder Ave	60630	0	0	1	0	3	5
Farragut HS	2345 S Christiana Ave	60623	0	1	0	2	15	8
Fenger HS	11220 S Wallace St	60628	0	1	0	2	4	10
Fernwood Elem	10041 S Union Ave	60628	0	0	1	0	4	5
Field Elem	7019 N Ashland Blvd.	60626	0	0	1	0	4	5
Finkl Elem	2332 S Western Ave	60608	0	0	1	0	4	5
Fiske Elem	6020 S Langley Ave	60637	0	0	1	0	8	5
Foreman HS	3235 N Leclaire Ave	60641	0	1	0	2	13	8
Fort Dearborn Elem	9025 S Throop St	60620	0	0	1	0	6	5
Foster Park Elem	8530 S Wood St	60620	0	0	1	0	4	5
Franklin Fine Arts Elem	225 W Evergreen Ave	60610	0	0	1	0	4	5
Frazier Prospective IB Elem	4027 W Grenshaw St	60624	0	0	1	0	3	5
Fuller Elem	4214 S St Lawrence Ave	60653	0	0	1	0	18	5
Fulton Elem	5300 S Hermitage Ave	60609	0	0	1	0	6	5
Funston Elem	2010 N Central Park Ave	60647	0	0	1	0	4	5
Gage Park HS	5630 S Rockwell St	60629	0	1	0	2	5	7
Gale Elem	1631 W Jonquil Terrace	60626	0	0	1	0	3	5
Gale Elem Annex	7650 N Marshfield	60626	0	0	1	0	3	6
Galileo Elem	820 S Carpenter St	60607	0	0	1	0	8	7

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Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Gallistel Elem	10347 S Ewing Ave	60617	0	0	1	0	5	6
Garvey Elem	10309 S Morgan St	60643	0	0	1	0	3	5
Garvy J Elem	5225 N Oak Park Ave	60656	0	0	1	0	6	5
Gary Elem	3740 W 31st St	60623	0	1	0	2	5	6
Gillespie Elem	9301 S State St	60619	0	0	1	0	3	5
Goethe Elem	2236 N Rockwell St	60647	0	0	1	0	4	5
Goode STEM Acad HS	7651 S Homan Ave	60635	0	1	0	0	13	8
Goudy Elem	5120 N Winthrop	60640	0	0	1	0	4	6
Graham A Elem	4436 S Union Ave	60609	0	0	1	0	6	5
Graham A Elem Branch	745 W 45th	60609	0	0	1	0	3	5
Graham R Training Center HS	2347 S Wabash Ave	60616	0	0	1	0	4	7
Gray Elem	3730 N Laramie Ave	60641	0	0	1	0	4	5
Greeley Elem	832 W Sheridan Rd	60613	0	0	1	0	4	5
Green W Elem	1150 W 96th St	60643	0	0	1	0	4	5
Greene N Elem	3525 S Honore	60609	0	0	1	0	4	5
Gregory Elem	3715 W Polk St	60624	0	0	1	0	5	5
Gresham Elem	8524 S Green St	60620	0	0	1	0	4	5
Grimes Elem	5450 W 64th Pl	60638	0	0	1	0	4	5
Grimes Elem Branch-Fleming	4918 W 64th St	60638	0	0	1	0	11	5
Grissom Elem	12810 S Escanaba Ave	60633	0	0	1	0	4	5
Gunsaulus Elem	4420 S Sacramento Ave	60632	0	0	1	0	3	5
Haines Elem	247 W 23rd Pl	60616	0	0	1	0	4	5
Hale Elem	6140 S Melvina	60638	0	0	1	0	6	7
Haley Elem	11411 S Eggleston Ave	60628	0	0	1	0	4	5
Hamilton Elem	1650 W Cornelia Ave	60657	0	0	1	0	3	5
Hamline Elem	4747 S Bishop St	60609	0	0	1	0	3	5
Hamline Elem Branch	1548 W 48th St	60609	0	0	1	0	3	5
Hamline Elem Early Childhood Center	4652 S Bishop St	60609	0	0	0	0	4	5
Hammond Elem	2819 W 21st Pl	60623	0	0	1	0	3	5
Hampton Fine Arts Elem	3434 W 77th St	60652	0	0	1	0	5	6
Hancock HS	4034 W 56th St	60629	0	1	0	2	5	7
Hanson Park Elem & Annex	5411 W Fullerton Ave	60639	0	0	1	0	9	5
Hanson Park Elem Branch-St Stanislaus	2318 N Lorel	60639	0	0	1	0	5	5
Harlan HS	9652 S Michigan Ave	60628	0	1	0	2	5	7
Harper HS	6520 S Wood St	60636	0	1	0	2	4	7
Harte Elem	1556 E 56th St	60637	0	0	1	0	4	5
Harvard Elem	7525 S Harvard	60620	0	0	1	0	5	10
Haugan Elem	4540 N Hamlin Ave	60625	0	0	1	0	6	5
Hawthorne Elem	3319 N Clifton Ave	60657	0	0	1	0	4	5
Hay Elem	1018 N Laramie Ave	60651	0	0	1	0	4	10
Hayt Elem	1518 W Granville Ave	60660	0	0	1	0	5	10
Healy Elem	3010 S Parnell Ave	60616	0	0	1	0	4	5
Healy Elem Branch	3040 S Parnell Ave	60616	0	0	0	0	5	5
Hearst Elem	4640 S Lamon Ave	60638	0	0	1	0	5	5

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Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Hedges Elem	4747 S Winchester Ave	60609	0	0	1	0	3	5
Hefferan Elem	4409 W Wilcox St	60624	0	0	1	0	4	5
Henderson Elem	5650 S Wolcott Ave	60636	0	0	1	0	6	5
Hendricks Elem	4316 S Princeton Ave	60609	0	0	1	0	4	5
Henry Elem	4250 N St Louis Ave	60618	0	0	1	0	4	5
Hernandez Middle Elem	3510 W 55th ST	60632	0	0	1	0	5	5
Herzl Elem	3711 W Douglas Bl	60623	0	0	1	0	6	5
Herzl Elem CPC	1401 S Hamlin Ave	60623	0	0	1	0	5	5
Hibbard Elem	3244 W Ainslie St	60625	0	0	1	0	6	7
Higgins Elem	11710 S Morgan St	60643	0	0	1	0	3	5
Hirsch Metropolitan HS	7740 S Ingleside Ave	60619	0	1	0	2	5	10
Hitch Elem	5625 N McVicker Ave	60646	0	0	1	0	4	7
Holden Elem	1104 W 31st St	60608	0	0	1	0	4	5
Holmes Elem	955 W Garfield Blvd	60621	0	0	1	0	4	5
Hope College Prep HS	5515 S Lowe Ave	60621	0	1	0	2	4	7
Howe Elem	720 N Lorel Ave	60644	0	0	1	0	4	5
Hoyne Elem	8905 S Crandon Ave	60617	0	0	1	0	4	5
Hubbard HS	6200 S Hamlin Ave	60629	0	1	0	2	4	7
Hughes C Elem	4247 W 15th St	60623	0	0	1	0	4	5
Hughes Langston Elem	240 W 104th St	60628	0	0	1	0	5	5
Hurley Elem	3849 W 69th Pl	60629	0	0	1	0	4	10
Hyde Park HS	6220 S Stony Island Ave	60637	0	1	0	2	5	10
InterAmerican Elem	851 W Waveland Ave	60613	0	0	1	0	5	5
Irving Elem	749 S Oakley Blvd	60612	0	0	1	0	3	5
Jackson Andrew Elem	1340 W Harrison St	60607	0	0	1	0	4	5
Jackson Mahalia Elem	917 W 88th St	60620	0	0	1	0	6	5
Jahn Elem	3149 N Wolcott Ave	60657	0	0	1	0	3	5
Jamieson Elem	5650 N Mozart St	60659	0	0	1	0	7	5
Jefferson Alt HS-Nancy B	1100 S Hamilton Ave	60612	0	0	1	0	3	7
Jensen Elem	3030 W Harrison St	60612	0	0	1	0	4	5
Johnson Elem	1420 S Albany Ave	60623	0	0	1	0	4	5
Johnson Elem CPC	1504 S Albany Ave	60623	0	0	1	0	12	5
Jones College Prep HS	700 S State St	60605	0	1	0	2	4	7
Joplin Elem	7931 S Honore St	60620	0	0	1	0	4	7
Jordan Elem	7414 N Wolcott Ave	60626	0	0	1	0	3	5
Juarez HS	1450 W Cermak Ave	60608	0	1	0	2	8	10
Julian HS	10330 S Elizabeth St	60643	0	1	0	2	5	10
Jungman Elem	1746 S Miller St	60608	0	0	1	0	4	5
Kanoon Elem	2233 S Kedzie Ave	60623	0	0	1	0	13	5
Keller Elem	3020 W 108th St	60655	0	0	1	0	3	6
Kellman Elem	3030 W Arthington St	60612	0	0	1	0	7	7
Kellogg Elem	9241 S Leavitt St	60620	0	0	1	0	3	5
Kelly HS	4136 S California Ave	60632	0	1	0	2	3	10
Kelvyn Park HS	4343 W Wrightwood Ave	60639	0	1	0	2	7	8

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Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Kennedy HS	6325 W 56th St	60638	0	1	0	2	5	8
Kennedy HS Drivers Ed	6400 S Major Ave	60638	0	0	0		3	0
Kenwood HS	5015 S Blackstone Ave	60615	0	1	0	2	8	8
Kenwood Middle	4959 S Blackstone Ave	60615	0	0	1	0	4	6
Kershaw Elem	6450 S Lowe Ave	60621	0	0	1	0	7	5
Kilmer Elem	6700 N Greenview Ave	60626	0	0	1	0	9	5
King Academy Elem	644 W 71st St	60621	0	0	1	0	4	5
King HS	4445 S Drexel Blvd	60653	0	1	0	2	6	10
Kinzie Elem	5625 S Mobile Ave	60638	0	0	1	0	7	5
Kipling Elem	9351 S Lowe Ave	60620	0	0	1	0	3	5
Kozminski Elem	936 E 54th St	60615	0	0	1	0	4	5
Lake View HS	4015 N Ashland Ave	60613	0	1	0	2	5	7
Lane Technical HS	2501 W Addison St	60618	0	1	0	3	16	8
Langford Elem	6010 S Throop St	60636	0	0	1	0	4	5
Lara Elem	4619 S Wolcott Ave	60609	0	0	1	0	4	5
LaSalle Elem	1734 N Orleans St	60614	0	0	1	0	3	5
LaSalle II Elem	1148 N Honore St	60622	0	0	1	0	4	5
Lavizzo Elem	138 W 109th St	60628	0	0	1	0	5	5
Lawndale Elem	3500 W Douglas Bl	60623	0	0	1	0	4	6
Lee Elem	6448 S Tripp Ave	60629	0	0	1	0	4	6
Leland Elem	512 S Lavergne Ave	60644	0	0	1	0	5	5
Lenart Elem	8101 S Lasalle St	60620	0	0	1	0	4	5
Lewis Elem	1431 N Leamington Ave	60651	0	0	1	0	5	6
Libby Elem	5300 S Loomis Blvd	60609	0	0	1	0	4	5
Libby Elem Annex (leased by Family Metro)	5338 S Loomis Blvd	60609	0	0	0	0	4	5
Lincoln Elem	615 W Kemper Pl	60614	0	0	1	0	4	5
Lincoln Park HS	2001 N Orchard St	60614	0	1	0	2	3	7
Lindblom HS	6130 S Wolcott Ave	60653	0	1	0	2	5	7
Little Village Elem	2620 S Lawndale Ave	60623	0	0	1	0	4	5
Little Village Shared HS Complex (4 small HS)	3120 S Kostner	60623	0	1	0	2	8	10
Lloyd Elem	2103 N Lamon Ave	60639	0	0	1	0	4	6
Locke Elem Annex (School Main Address)	2828 N Oak Park Ave	60634	0	0	1	0	4	5
Logandale Middle Elem	3212 W George St	60618	0	0	1	0	3	5
Logandale Middle Elem-Avondale Annex	2945 N Sawyer Ave	60618	0	0	0	0	10	5
Lorca Elem	3231 N Springfield Ave	60618	0	0	1	0	5	7
Lovett Elem	6333 W Bloomingdale Ave	60639	0	0	1	0	3	5
Lowell Elem	3320 W Hirsch St	60651	0	0	1	0	6	5
Lowell Elem Branch Munoz Marin PreK	3320 W Evergreen	60651	0	0	1	0	16	5
Lozano Elem	1501 N Greenview	60642	0	1	0	2	3	5
Lyon Elem	2941 N Mc Vicker Ave	60634	0	0	1	0	4	5
Madero Middle Elem	3202 W 28th St	60623	0	0	1	0	4	5
Madison Elem	7433 S Dorchester Ave	60619	0	0	1	0	4	7
Manierre Elem	1420 N Hudson Ave	60610	0	0	1	0	4	10
Manley HS	2935 W Polk St	60612	0	1	0	2	5	7

ATTACHMENT K
Current Board Site Listing

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Mann Elem	8050 S Chappel Ave	60617	0	0	1	0	7	10
Marine Leadership HS at Ames	1920 N Hamlin Ave	60647	0	0	1	0	4	5
Marquette Elem	6550 S Richmond St	60629	0	1	0	0	5	5
Marsh Elem	9822 S Exchange Ave	60617	0	0	1	0	6	5
Marshall Metro HS	3250 W Adams St	60624	0	1	0	2	6	7
Mason Elem & Mason HS	4217 W 18th St	60623	0	0	1	0	5	10
Mather HS	5835 N Lincoln Ave	60659	0	1	0	2	8	8
Mayer Elem	2250 N Clifton Ave	60614	0	1	0	2	5	5
Mays Elem	6656 S Normal Blvd	60621	0	0	1	0	8	5
McAuliffe Elem	1841 N Springfield Ave	60647	0	0	1	0	4	5
McClellan Elem	3527 S Wallace St	60609	0	0	1	0	3	5
McCormick Elem	2712 S Sawyer Ave	60623	0	0	1	0	4	5
McCutcheon Elem	4865 N Sheridan Rd	60640	0	0	1	0	4	5
McCutcheon Elem Branch	4850 N Kenmore Av	60640	0	0	1	0	4	5
McDade Elem	8801 S Indiana Ave	60619	0	0	1	0	3	5
McDowell Elem	1419 E 89th St	60619	0	0	1	0	3	5
McKay Elem	6901 S Fairfield Ave	60629	0	1	0	2	5	6
McNair Elem	4820 W Walton St	60651	0	0	1	1	4	5
McPherson Elem	4728 N Wolcott Ave	60640	0	0	1	0	5	6
Melody Elem	3937 W Wilcox St	60624	0	0	1	0	4	5
Melody Elem CPC	3905 W Wilcox St	60624	0	0	0	0	4	1
Metcalfe Elem	12339 S Normal Ave	60628	0	0	1	0	7	5
Mireles Elem	9000 S Exchange Ave	60617	0	0	1	0	4	7
Mitchell Elem	2233 W Ohio St	60612	0	0	1	0	3	5
Mollison Elem	4415 S King Dr	60653	0	0	1	0	3	5
Monroe Elem	3651 W Schubert Ave	60647	0	0	1	0	5	7
Moos Elem	1711 N California Ave	60647	0	0	1	0	6	7
Morgan Park HS	1744 W Pryor Ave	60643	0	1	0	2	8	10
Morrill Elem	6011 S Rockwell St	60629	0	0	1	0	4	5
Morton Elem	431 N Troy St	60612	0	0	1	0	4	5
Mount Greenwood Elem	10841 S Homan Ave	60655	0	0	1	0	4	7
Mount Vernon Elem	10540 S Morgan St	60643	0	0	1	0	4	5
Mozart Elem	2200 N Hamlin Ave	60647	0	0	1	0	4	7
Murphy Elem	3539 W Grace St	60618	0	0	1	0	3	5
Murray Language Elem	5335 S Kenwood Ave	60615	0	0	1	0	3	6
Nash Elem School	4837 W Erie St	60644	0	0	1	0	8	7
National Teachers Academy Elem	55 W Cermak Rd	60616	0	0	1	0	5	10
Neil Elem	8555 S Michigan Ave	60619	0	0	1	0	3	5
Nettelhorst Elem	3252 N Broadway Ave	60657	0	0	1	0	4	5
New Field Elem	1707 W Morse Ave	60626	0	0	1	0	4	5
New Sullivan Elem	8331 S Mackinaw	60617	0	0	1	0	4	5
Newberry Elem	700 W Willow St	60614	0	0	1	0	3	5
Nicholson Elem	6006 S Peoria St	60621	0	0	1	0	4	6
Nightingale Elem	5250 S Rockwell St	60632	0	0	1	0	5	8

**ATTACHMENT K
Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Ninos Heroes Elem	8344 S Commercial Ave	60617	0	0	1	0	4	10
Nixon Elem	2121 N Keeler Ave	60639	0	0	1	0	6	5
Nobel Elem	4127 W Hirsch St	60651	0	0	1	0	4	5
North River Elem	4416 N Troy St	60625	0	0	1	0	3	5
North-Grand HS	4338 W Wabansia Ave	60639	0	1	0	2	3	7
Northside College Prep HS	5501 N Kedzie Ave	60625	0	1	0	2	8	10
Northside Learning Center HS	3730 W Bryn Mawr Ave	60659	0	1	1	0	3	7
Northwest Middle & Belmont Cragin Elem	5252 W Palmer St	60639	0	0	1	0	4	5
Norwood Park Elem	5900 N Nina Ave	60631	0	0	1	0	4	6
Ogden Elem	24 W Walton St	60610	0	0	1	0	8	5
Ogden Elem Branch Middle-Jenner	1119 N Cleveland Ave	60610	0	0	1	0	4	7
Ogden HS	1250 W Erie St	60622	0	0	1	0	7	8
Oglesby Elem	7646 S Green St	60620	0	0	1	0	4	5
O'Keeffe Elem	6940 S Merrill Ave	60649	0	0	1	0	4	7
Onahan Elem	6634 W Raven St	60631	0	0	1	0	4	7
Oriole Park Elem	5424 N Oketo Ave	60656	0	0	1	0	4	5
Orozco Elem	1940 W 18th St	60608	0	0	1	0	4	5
Orr HS	730 N Pulaski Rd	60624	0	1	0	2	8	10
Ortiz De Dominguez Elem	3000 S Lawndale Ave	60623	0	0	1	0	5	5
Otis Elem	525 N Armour St	60622	0	0	1	0	6	5
O'Toole Elem	6550 S Seeley Ave	60636	0	0	1	0	4	7
Owen Elem	8247 S Christiana Ave	60652	0	0	1	0	4	5
Owens Elem	12302 S State St	60628	0	0	1	0	4	5
Owens Elem South	12450 S State St	60628	0	0	1	0	3	5
Palmer Elem	5051 N Kenneth Ave	60630	0	0	1	0	4	6
Park Manor Elem	7037 S Rhodes Ave	60637	0	0	1	0	8	5
Parker Elem	6800 S Stewart Ave	60621	0	0	1	0	4	6
Parker Elem CPC	328 W 69th St	60621	0	0	0	0	4	5
Parkside Elem	6938 S East End Ave	60649	0	0	1	0	3	7
Pasteur Elem	5825 S Kostner Ave	60629	0	0	0	2	4	5
Payton College Prep HS	1034 N Wells St	60610	0	1	0	2	4	10
Peace & Education HS-Second Chance	5114 S Elizabeth	60609	0	0	1	0	10	8
Peace & Education HS-Sinclair	4946 S Paulina St	60609	0	0	0	0	3	7
Peck Elem	3826 W 58th St	60629	0	0	1	0	4	5
Peck Elem Branch PreK	4026 W 59th ST	60629	0	0	1	0	6	5
Peirce Elem	1423 W Bryn Mawr Ave	60660	0	0	1	0	6	5
Penn Elem	1616 S Avers Ave	60623	0	0	1	0	4	7
Perez Elem	1241 W 19th St	60608	0	0	1	0	4	5
Pershing Elem	3200 S Calumet Ave	60616	0	0	1	0	5	5
Peterson Elem	5510 N Christiana Ave	60625	0	0	1	0	4	5
Phillips HS	244 E Pershing Rd	60653	0	1	0	0	18	15
Phoenix Military HS	145 S Campbell Ave	60612	0	1	1	0	7	8
Piccolo Elem	1040 N Keeler Ave	60651	0	0	1	0	6	5
Pickard Elem	2301 W 21st PI	60608	0	0	1	0	6	5

ATTACHMENT K
Current Board Site Listing

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Pilsen Elem	1420 W 17th St	60608	0	0	1	0	5	5
Pirie Elem	650 E 85th St	60619	0	0	1	0	4	5
Plamondon Elem	2642 W 15th Pl	60608	0	0	1	0	4	5
Poe Elem	10538 S Langley Ave	60628	0	0	1	0	4	5
Portage Park Elem	5330 W Berteau Ave	60641	0	1	0	2	3	5
Powell Elem	7511 S South Shore Dr	60649	0	0	1	0	7	6
Prescott Elem	1632 W Wrightwood Ave	60614	0	0	1	0	3	5
Prieto Elem	2231 N Central Ave	60639	0	0	1	0	3	5
Pritzker Elem	2009 W Schiller St	60622	0	0	1	0	4	6
Prosser HS	2148 N Long Ave	60639	0	1	0	2	9	7
Prussing Elem	4650 N Menard Ave	60630	0	1	0	2	3	5
Pulaski Elem	2230 W McLean Ave	60647	0	0	1	0	5	5
Pullman Elem	11311 S Forrestville Ave	60628	0	0	1	0	4	5
Raby HS	3545 W Fulton Bl	60624	0	1	0	0	3	7
Randolph Elem	7316 S Hoyne Ave	60636	0	0	1	0	3	7
Ravenswood Elem School	4332 N Paulina St	60613	0	0	1	0	4	5
Ray Elem	5631 S Kimbark Ave	60637	0	0	1	0	3	5
Reavis Elem	834 E 50th St	60615	0	0	1	0	3	5
Reilly Elem	3650 W School St	60618	0	0	1	0	8	5
Reilly Elem Annex-St. Wenceslaus	3425 N Lawndale Ave	60618	0	0	0	0	8	5
Reinberg Elem	3425 N Major Ave	60634	0	0	1	0	10	5
Revere Elem	1010 E 72nd St	60619	0	1	0	0	8	6
Richards Career Academy HS	5009 S Laflin St	60609	0	1	0	2	8	8
Richardson Middle Elem	6018 S Karlov Ave	60629	0	0	1	0	10	0
Robinson Elem	4225 S Lake Park Ave	60653	0	0	1	0	3	5
Rogers Elem	7345 N Washtenaw Ave	60645	0	0	1	0	3	5
Roosevelt HS	3436 W Wilson Ave	60625	0	1	0	0	7	8
Rudolph Elem & Hope Instit Lrning Acad HS	1628 W Washington	60612	0	0	1	0	3	7
Ruggles Elem	7831 S Prairie Ave	60619	0	0	1	0	6	5
Ruiz Elem	2410 S Leavitt St	60608	0	0	1	0	4	5
Ryder Elem	8716 S Wallace St	60620	0	0	1	0	4	5
Sabin Elem	2216 W Hirsch St	60622	0	0	1	0	4	5
Salazar Elem	160 W Wendell St	60610	0	0	1	0	4	5
Sandoval Elem	5534 S St Louis Ave	60629	0	0	1	0	5	5
Saucedo Elem	2850 W 24th Bl	60623	0	0	1	0	6	5
Sauganash Elem	6040 N Kilpatrick Ave	60646	0	0	1	0	3	5
Sawyer Elem	5248 S Sawyer Ave	60632	0	1	0	2	7	5
Sayre Elem	1850 N Newland Ave	60707	0	1	0	2	4	5
Scammon Elem	4201 W Henderson St	60641	0	0	1	0	8	8
Schmid Elem	9755 S Greenwood Ave	60628	0	0	1	0	4	5
Schubert Elem	2727 N Long Ave	60639	0	0	1	0	4	5
Schurz HS	3601 N Milwaukee Ave	60641	0	1	0	2	14	8
Senn HS & Rickover Navel Academy HS	5900 N Glenwood Ave	60660	0	1	0	2	10	8
Seward Elem	4600 S Hermitage Ave	60609	0	0	1	0	3	5

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Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Seward Elem Branch-Holy Cross	4551 S Wood St	60609	0	0	1	0	6	5
Sheridan Elem	533 W 27th St	60616	0	0	1	0	3	5
Sherman Elem	1000 W 52nd St	60609	0	0	1	0	5	5
Sherwood Elem	245 W 57th St	60621	0	0	1	0	5	5
Shields Elem	4250 S Rockwell St	60632	0	1	0	2	6	6
Shields Middle Elem	2611 W 48th St	60632	0	0	1	0	11	5
Shoesmith Elem	1330 E 50th St	60615	0	0	1	0	3	5
Shoop Elem	11140 S Bishop St	60643	0	0	1	0	4	5
Simeon HS	8147 S Vincennes Ave	60620	0	1	0	2	5	10
Simeon HS DriversEd Modular	8134 S Vincennes Ave	60620	0	0	0		3	0
Simpson Acad HS	1321 S Paulina St	60608	0	0	1	0	4	7
Skinner Elem	1260 W Adams St	60607	0	0	1	0	9	5
Skinner Elem Branch CPC	225 S Aberdeen	60607	0	0	1	0	13	5
Skinner North Elem	640 W Scott St	60610	0	0	1	0	8	5
Smith W Elem	744 E 103rd St	60628	0	0	1	0	5	5
Smyser Elem	4310 N Melvina Ave	60634	0	0	1	0	4	5
Smyser Elem Branch-Messiah Lutheran	6200 W Patterson Ave	60634	0	0	1	0	6	5
Smyth Elem	1059 W 13th St	60608	0	0	1	0	5	5
Smyth Elem Joyner CPC	1315 S Blue Island Ave	60608	0	0	0	0	4	5
Solomon Elem	6206 N Hamlin Ave	60659	0	0	1	0	4	5
Solorio HS	5400 S St Louis Ave	60632	0	1	0	0	12	8
Sor Juana Elem (at St. Turibius)	4120 W 57th	60629	0	0	1	0	4	0
South Loop Elem	1212 S Plymouth Ct	60605	0	0	1	0	4	5
South Loop Elem Branch	1915 S Federal St	60616	0	0	1	0	9	5
South Shore Fine Arts Elem	1415 E 70th St	60637	0	0	1	0	4	6
South Shore Intl College Prep HS	1955 E 75th St	60649	0	1	0	0	23	10
SouthEast Area Elem	3930 E 105th St	60617	0	0	1	0	10	0
Southside Occupational HS	7342 S Hoyne Ave	60636	0	1	0	2	6	7
Spencer Elem	214 N Lavergne Ave	60644	0	0	1	0	8	10
Spry Elem & Spry HS	2400 S Marshall Blvd	60623	0	1	0	0	4	5
Stagg Elem	7424 S Morgan St	60621	0	0	1	0	4	5
Steinmetz HS	3030 N Mobile Ave	60634	0	1	0	2	11	10
STEM Elem	1522 W Fillmore St	60607	0	0	1	0	6	6
Stevenson Elem	8010 S Kostner Ave	60652	0	0	1	0	5	5
Stevenson Elem Middle Branch	4350 W 79th St	60652	0	0	1	0	4	5
Stock Elem	7507 W Birchwood Ave	60631	0	0	1	0	4	5
Stone Elem	6239 N Leavitt St	60659	0	0	1	0	3	5
Stowe Elem	3444 W Wabansia Ave	60647	0	0	1	0	4	5
Suder Montessori Elem	2022 W Washington Blvd	60612	0	0	1	0	3	5
Sullivan HS	6631 N Bosworth Ave	60626	0	1	0	2	9	8
Sumner Elem Annex	715 S Kildare	60624	0	0	0	0	3	5
Sumner Elem Annex (published Main address)	4320 W Fifth Ave	60624	0	0	1	0	7	5
Sutherland Elem	10015 S Leavitt St	60643	0	0	1	0	4	6
Swift Elem	5900 N Winthrop Ave	60660	0	0	1	0	3	5

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Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Taft HS	6530 W Bryn Mawr Ave	60631	0	1	0	2	5	10
Talcott Elem	1840 W Ohio St	60622	0	0	1	0	4	8
Talman Elem	5450 S Talman Ave	60632	0	0	1	0	4	5
Tanner Elem	7350 S Evans Ave	60619	0	0	1	0	4	5
Tarkington Elem	3330 W 71st St	60629	0	0	1	0	3	5
Tarkington Elem Branch-St Adrian	7000 S Fairfield	60629	0	0	0	0	8	5
Taylor Elem	9912 S Avenue H	60617	0	0	1	0	4	5
TEAM Englewood HS	6201 S Stewart Ave	60621	0	1	0	0	11	10
Telpochcalli Elem	2832 W 24th Bl	60623	0	0	0	0	4	5
Thomas Velma Early Childhood Elem	3625 S Hoyne Ave	60609	0	0	1	0	3	5
Thorp JN Elem	8914 S Buffalo Ave	60617	0	0	1	0	6	8
Thorp OA Elem	6024 W Warwick Ave	60634	0	0	1	0	3	5
Tilden HS	4747 S Union Ave	60609	0	1	0	2	7	8
Till Emmitt Elem	6543 S Champlain Ave	60637	0	0	1	0	3	10
Tilton Elem	223 N Keeler Ave	60624	0	0	1	0	3	8
Tonti Elem	5815 S Homan Ave	60629	0	0	1	0	3	5
Turner-Drew Elem	9300 S Princeton Ave	60620	0	0	1	0	4	5
Twain Elem	5134 S Lotus Ave	60638	0	0	1	0	18	5
Uplift Community HS	900 W Wilson Ave	60640	0	1	0	0	8	6
Vanderpoel Elem	9510 S Prospect Ave	60643	0	0	1	0	4	5
Vaughn Occupational HS	4355 N Linder Ave	60641	0	1	0	2	5	7
Vick Barbara Elem	2554 W 113th St	60655	0	0	1	0	3	5
Vick Barbara Elem-Vick Village	6601 S Kedzie Ave	60629	0	0	1	0	7	5
Volta Elem	4950 N Avers Ave	60625	0	0	1	0	4	5
Von Linne Elem & Annex	3221 N Sacramento Ave	60618	0	0	1	0	4	5
Von Steuben HS	5039 N Kimball Ave	60625	0	1	0	2	10	10
Wacker Elem	9746 S Morgan St	60643	0	0	1	0	3	5
Wadsworth Elem	6650 S Ellis Ave	60637	0	0	1	0	8	8
Walsh Elem	2015 S Peoria St	60608	0	0	1	0	4	5
Ward James Elem	2701 S Shields Ave	60616	0	0	1	0	4	5
Ward Laura Elem	646 N Lawndale Ave	60624	0	0	1	0	4	5
Warren Elem	9239 S Jeffery Ave	60617	0	0	1	0	4	5
Washington G Elem	3611 E 114th St	60617	0	0	1	0	4	5
Washington G HS	3535 E 114th St	60617	0	1	0	0	8	8
Washington H Elem	9130 S University Ave	60619	0	0	1	0	3	5
Waters Elem	4540 N Campbell Ave	60625	0	0	1	0	4	5
Webster Elem	4055 W Arthington St	60624	0	0	1	0	4	5
Wells Elem	249 E 37th St	60653	0	0	1	0	4	5
Wells HS	936 N Ashland Ave	60622	0	1	0	2	5	7
Wentworth Elem	1340 W 71st St	60636	0	0	1	0	4	5
West Park Elem	1425 N Tripp Ave	60651	0	0	1	0	4	6
West Ridge Elem	6700 N Whipple St	60645	0	0	1	0	6	7
Westcott Elem	409 W 80th St	60620	0	0	1	0	3	5
Westinghouse HS	3223 W Franklin Blvd	60624	0	1	0	2	8	10

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Current Board Site Listing**

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Whistler Elem	11533 S Ada St	60643	0	0	1	0	3	5
White Elem	1136 W 122nd St	60643	0	0	1	0	3	5
Whitney Elem	2815 S Komensky Ave	60623	0	0	1	0	5	5
Whittier Elem	1900 W 23rd St	60608	0	0	1	0	4	5
Wildwood Elem	6950 N Hiawatha Ave	60646	0	0	1	0	4	5
Woodlawn Elem	6657 S Kimbark Ave	60637	0	0	1	0	8	5
Woodson South Elem	4414 S Evans Ave	60653	0	0	1	0	5	6
Woodson South Elem CPC	4511 S Evans Ave	60653	0	0	0	0	6	5
Yates Elem	1839 N Richmond St	60647	0	0	1	0	7	6
York Alternative HS	2700 S California Ave	60608	0	0	1	0	4	7
Young Elem	1434 N Parkside Ave	60651	0	0	1	0	6	6
Young Whitney Magnet HS	211 S Laflin St	60607	0	1	0	2	6	15
Zapata Elem	2728 S Kostner Ave	60623	0	0	1	0	5	5
Zapata Elem Branch-Good Shepherd	2725 S Kolin Ave	60623	0	0	1	0	4	5
Eckersall Stadium	2423 E 82nd	60617	0	0	0	0	4	1
Gately Stadium	810 E 103rd	60628	0	0	0	0	3	4
Hanson Park Stadium	5501 W Fullerton Ave	60639	0	0	0	0	7	1
Lane Technical HS Stadium	2601 W Addison	60618	0	0	0	0	0	1
Otis Elem Playground	1448 W Grand	60642	0	0	0	0	1	2
Rockne Stadium	1117 S Central Ave	60644	0	0	0	0	4	1
Stagg Stadium	1035 W 74th	60621	0	0	0	0	4	7
Winnemack Park Stadium	5101 N Leavitt	60625	0	0	0	0	3	1
Charter ACERO-Brighton Park	4420 S Fairfield Ave	60632	0	0	0	0	7	1
Charter ACERO-Cisneros Elem	2744 W Pershing Rd	60632	0	0	0	0	2	3
Charter ACERO-De Las Casas	1641 W 16th St	60608	0	0	0	0	2	1
Charter ASPIRA-Haugan	3729 W Leland Ave	60625	0	0	0	0	2	1
Charter Camelot Excel Southshore HS	7530 S South Shore Dr	60649	0	0	0	0	1	1
Charter CICS-Bond	13300 S Langley Ave	60827	0	0	0	0	1	1
Charter CICS-Chicago Quest North	1443 N Ogden Ave	60610	0	0	0	0	5	2
Charter CICS-Chicago Quest North Annex	1409 N Ogden	60610	0	0	0	0	5	1
Charter EPIC Academy HS	8255 S Houston Ave	60617	0	0	1	0	16	1
Charter Erie Elem	1405 N Washtenaw Ave	60622	0	0	0	0	2	1
Charter Global Citizenship Elem	4647 W 47th St	60632	0	0	0	0	1	1
Charter KIPP-Ascend Primary	1440 S Christiana Ave	60610	0	0	0	0	2	1
Charter Montessori-Englewood Elem	6936 S Hermitage Ave	60636	0	0	0	0	2	1
Charter Namaste Elem (at Evergreen)	3737 S Paulina St	60609	0	0	0	0	2	1
Charter Noble-Johnson HS	6350 S Stewart Ave	60621	0	0	1	0	0	0
Charter Noble-Pritzker HS	4131 W Cortland Ave	60639	0	0	0	0	1	1
Charter Noble-UIC HS	1231 S Damen Ave	60608	0	0	0	0	2	2
Charter North Lawndale-Christiana HS	1615 S Christiana Ave	60623	0	0	0	0	10	2
Charter Perspectives-Math & Science HS	3663 S Wabash Ave	60653	0	0	0	0	2	2
Charter Polaris Elem	620 N Sawyer Ave	60624	0	0	0	0	1	1
Charter Rowe Elem Chtr	1424 N Cleaver St	60622	0	0	0	2	4	2
Charter Univ of Chicago-Donoghue Elem	707 E 37th St	60616	0	0	0	0	2	1

ATTACHMENT K
Current Board Site Listing

Site Name	Address	Site Zip Code	Estimates - site quantities may vary					
			5	94	501	183	3170	3500
			ADE	1G Ethernet	L2 Switched Ethernet	PRI	Centrex	POTS
Charter Univ of Chgo-Woodlawn HS	6420 S University	60637	0	0	1	0	2	0
Charter Univ of Chicago-Woodson MS	4444 S Evans Ave	60653	0	0	0	0	0	2
Charter Urban Prep-Bronzeville HS	521 E 35th St	60616	0	0	1	0	2	0
CLOSED: old Ace Tech Charter	5410 S State St	60609	0	0	0	0	0	4
CLOSED: old DeLaCruz	2317 W 23rd Pl	60608	0	0	0	0	0	2
CLOSED: Earle Elem Overflow	6121 S Hermitage Ave	60636	0	0	0	0	4	2
CLOSED: Hale BR-Symphorosa	6125 S Austin Ave	60638	0	0	0	0	9	2
CLOSED: SS HS Constance	7627 S Constance Ave	60649	0	0	0	0	0	1
CLOSED: 2722 S King Dr	2722 S King Dr	60616	0	0	0	0	0	1
CLOSED: Banner Academy West	5035 W North Ave	60639	0	0	0	0	7	2
CLOSED: Burke CPC	4935 S Indiana	60615	0	0	0	0	2	2
CLOSED: BurnhamBr@St. Kevin	10501 S Torrence Ave	60617	0	0	0	0	5	2
CLOSED: DeDiego Elem CPC	1345 N Rockwell St.	60622	0	0	0	0	1	2
CLOSED: Hedges Elem Branch	1954 W 48th St	60609	0	0	0	0	4	2
CLOSED: Near North HS Bldg	1450 N Larrabee	60610	0	0	0	0	0	2
CLOSED: Old VonHumboldt	2620 W Hirsch St	60622	0	0	0	0	5	2
CLOSED: Payton HS Branch@St. Joseph	1065 N Orleans	60610	0	0	0	0	3	2
CLOSED: Ross Elem Cockrell CPC	30 E 61ST	60637	0	0	0	0	0	1
CLOSED:Bennett Elem-Shedd Branch	200 E 99th St	60628	0	0	0	0	1	2
CLOSED:Burnham Br Goldsmith	10211 Crandon	60617	0	0	0	0	1	2
CLOSED: Attucks	5055 S State St	60609	0	0	0	0	0	2
CLOSED: Courtney CPC	4425 N Magnolia Ave	60640	0	0	0	0	3	2
CLOSED: Montefiore	1310 S Ashland Ave	60608	0	0	0	0	0	1
CLOSED: Roving Crew	5200 W Monroe	60644	0	0	1	0	0	1