

FCC Form 470 - Funding Year 2019

CHICAGO PUBLIC SCHOOLS –

**FY 2019-470-WAN Circuits and Internet Access - Form #190006900 -
Funding Year 2019**

**Please note that this RFP for WAN REDEISIGN has revised due date of
January 14, 2019. The content of this RFP is as same as the previous
posted version.**

**REQUEST FOR PROPOSALS
FOR
WIDE AREA NETWORK (WAN) REDESIGN
Specification No. 18-350056
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 2:30 p.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 14, 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**

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I. GENERAL INVITATION AND INSTRUCTIONS

REQUEST FOR PROPOSALS (RFP) FOR WIDE AREA NETWORK (WAN) REDESIGN 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 Wide Area Network (WAN) design and implementation 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/cf03cd486a100a91f9e2fe9aa46da5b9>

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 14, 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.

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>.

I. GENERAL INVITATION AND INSTRUCTIONS

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, phernanez@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 on July 1, 2019 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.

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II. SCOPE OF PRODUCTS AND SERVICES

A. Overview

Chicago Public Schools (CPS or the Board) is the third largest school district in the United States with over 360,000 students enrolled in approximately 560 public elementary and high schools.

This Request for Proposals (RFP) is intended to determine the most cost effective, resilient and scalable method to connect all of the CPS schools, datacenters and the Internet. The Wide Area Network (WAN) RFI that was released in August 2018 informed the Board of multiple designs that are integrated into the options the Board is considering. Currently the Board utilizes leased fiber circuits from the local carrier. The Board is looking for a solution that is based on either:

1. A fully managed WAN with leased circuits that will be eligible as a E-Rate Category 1 service.
2. A dark fiber network with a distributed hub and spoke design.

Objectives

The Board is seeking an innovative yet cost effective method to connect CPS schools and administrative offices to the Internet and the District's data centers. CPS is seeking to transform the way it provides these services to achieve operational efficiencies, resiliency, redundancy, reduced costs, better support of real time applications such as voice and/or video, access to public and/or private cloud computing services, prioritization of critical business traffic, and to take full advantage of available funding sources such as E-Rate and/or grant funding. The Board is also planning to move all services out of the James R. Thompson Center (100 W Randolph, Chicago, IL) as the State of Illinois is planning to sell the building.

B. Current Infrastructure Environment

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 Cyxtera CoLo 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 serves as Disaster Recovery site located at 42 W Madison Avenue

These three sites are connected via redundant 40Gb leased fiber circuits.

The Board will be moving out of the James R. Thompson Center (JRTC) in the future. Although the timing of this move has yet to be determined, Proposer's design must include moving all circuits located at this site to a new facility which is not the CPS data center in Elk Grove Village.

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 (AT&T Gigaman)
- Fiber Point-to-Multipoint Ethernet circuit. (AT&T Opteman/ASE/ADE)
- Wireless Point-to Point 24GHz circuit

Most high schools connect with a 1Gb circuit and all elementary school buildings connect with at least a 100Mb circuit. The Board has started two (2) year phased upgrade to both high school and elementary

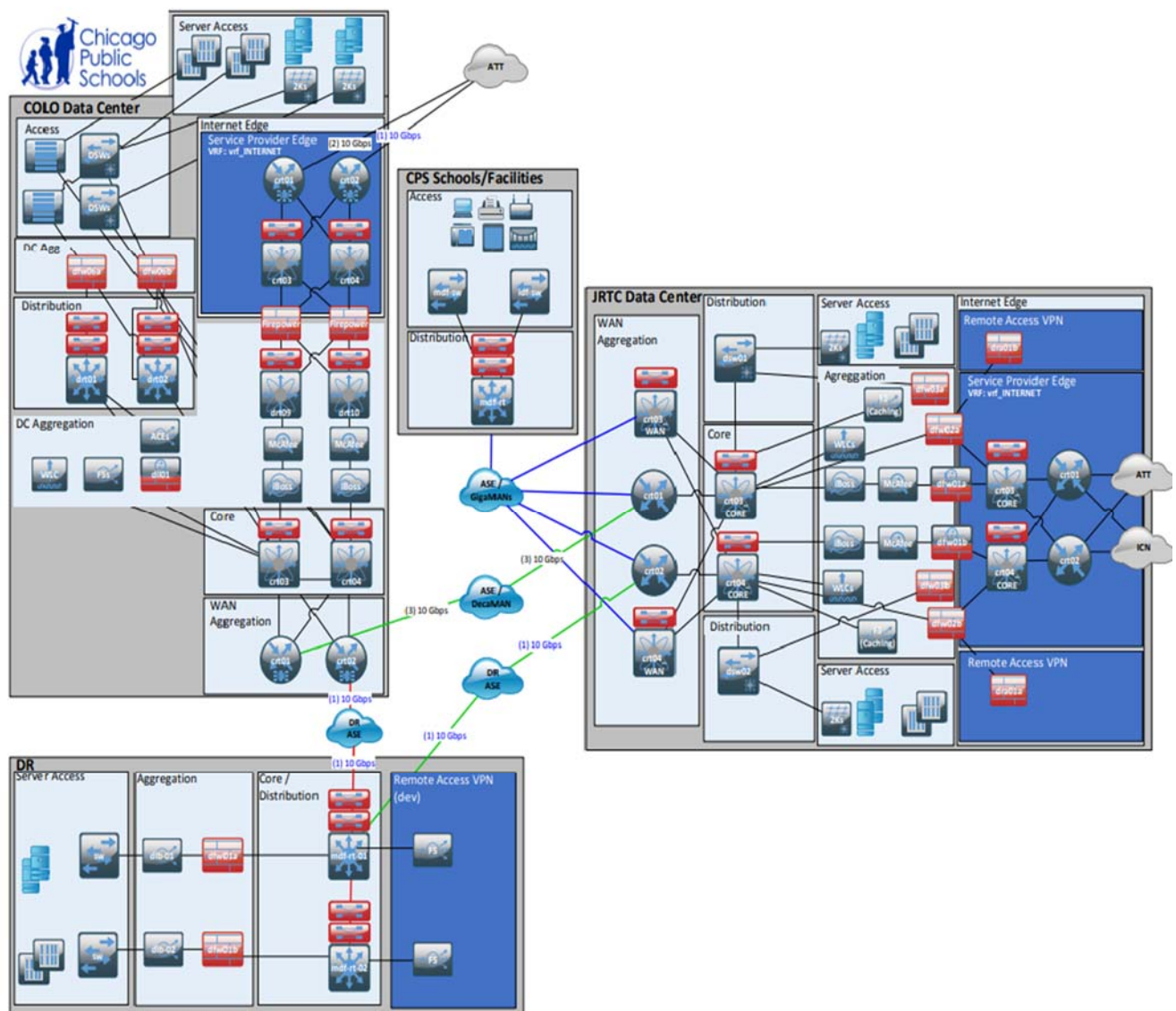
II. SCOPE OF PRODUCTS AND SERVICES

sites in the Autumn of 2018. 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.

The Board participates in the Schools and Libraries Division (SLD) of the Universal Services Administration Company (USAC) funding support mechanism (commonly known as the E-Rate program). Equipment purchased under the E-Rate Program have replacement and upgrade regulations that must be followed (E-Rate Five Year Rule). Note that any new routers installed under E-Rate in 2018 cannot be replaced at least until 2023.

Current WAN Architecture/Diagram

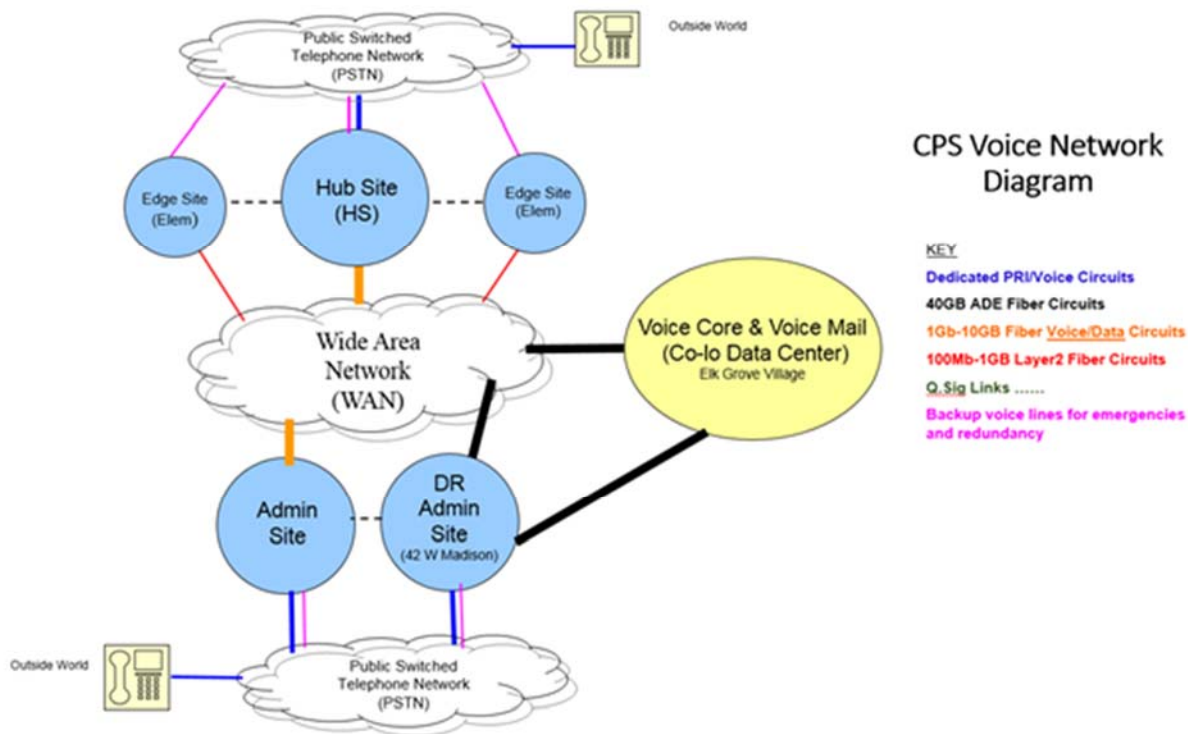


II. SCOPE OF PRODUCTS AND SERVICES

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. Calls between Board sites are routed over the existing WAN network. Calls to/from the general public are routed through 76 Hub sites inter-networked via PRI circuits to the Public Switched Telephone Network (PSTN) in a hub-and-spoke configuration throughout the metropolitan Chicago area. The Board will be migrating to SIP trunking for the District over the next few years.

Current Voice Network Architecture/Diagram



Internet Access

Currently the Board utilizes three (3) AT&T 10 Gb circuits from the Cyxtera 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).

Network Security Infrastructure

The Network Security Infrastructure at the Board consists of a multi-vendor firewall environment including industry leading firewall products. The Board utilizes redundant pairs of firewalls and firewall modules across the core of the network to protect internal resources. These firewalls filter traffic between various network security zones. These zones contain user networks including remote office facilities and multiple server network tiers. The Board is currently using an Industry leading Intrusion Prevention System.

II. SCOPE OF PRODUCTS AND SERVICES

Listing of Current Sites and Bandwidth

Attachment K is a listing of the current CPS sites and bandwidth.

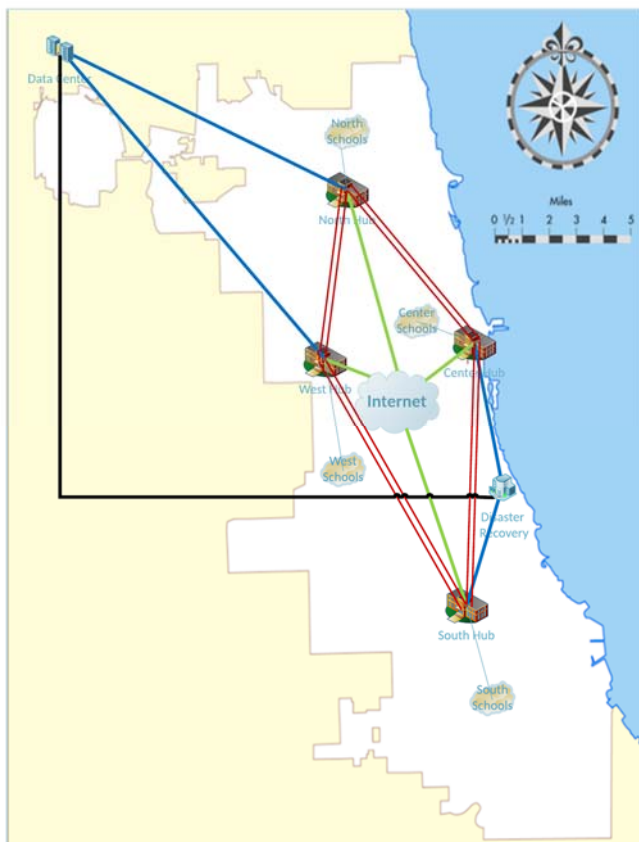
C. Scope of Services

1. Implementation

The proposed design will consist of 4 interconnected regional hub sites located in the city. Each hub site will have a connection via leased fiber optic circuits or dark fiber to our datacenter and disaster recovery (DR) facility. There will be Internet egress at each hub site utilizing multiple Internet service providers in order to create a more distributed and resilient network. The proposed hub sites are as follows and are subject to change.

- ii. Sauganash Elementary School - North
- iii. Al Raby High School - West
- iv. Jones College Prep High School - Central
- v. Southeast Elementary School - South

Other schools in the region will connect to these interconnected hub sites via dark fiber or leased fiber optic circuits in a hub and spoke design. The migration to this new design will be performed in phases with an initial proof of concept consisting of approximately 50 schools. Below is a sample high level diagram to demonstrate the intent of the Board:



II. SCOPE OF PRODUCTS AND SERVICES

- a. Service must be capable of delivering a minimum bandwidth or committed information rate (CIR) of 10Gbps using layer 2 Ethernet protocol over fiber to each school and 100Gbps between the hub sites and datacenters.
- b. The Chicago Public Schools desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands.
- c. The provider is solely responsible for obtaining and paying for related costs for any permits.
- d. The provider is responsible for creating a fiber service entrance into each building and will terminate the connection at the MDF.
- e. The provider will present, soon after contract execution, an implementation timeline with detailed tasking and responsibilities/deliverables. The Board is anticipating that the implementation will occur over a five (5) year period.
- f. The Proposal will detail the proposed account team and their qualifications, including the account manager, technical engineer, technical coordinator, provisioning coordinator and others. The Proposal will describe the responsibilities of each proposed team member. The provider will provide project management services for the duration of the implementation. The project management team will be responsible for, but not limited to:
 - a. Scheduling status meetings
 - b. Creation and distribution of status reports
 - c. Scheduling onsite work with the schools and administrative offices
 - d. Escalation of issues and risks to the Board's Information and Technology Services (ITS) senior management
- g. The Board will have the right to interview team members before assignment to the account, and the Board has the right to remove any of the provider's team members from the account team at will.
- h. The Proposal will propose an escalation procedure, designated managers and contact information, in the event that issues need to be elevated.
- i. The Proposal will describe team availability during the implementation phase and post-implementation and will also provide details on the amount and depth of support each will supply pre- and post-installation.
- j. Internet access is NOT included in the scope of this RFP. However the solution should account for Internet connections at any of the hub and datacenter locations at speeds of 10, 40 and 100Gbps.
- k. The provider is responsible for assessing the facilities at each location prior to installation to ensure space, power and any other needs to install the solution are in place.

2. Maintenance/Support

- a. The provider will be responsible for the ongoing support of the solution. The services include, but are not limited to:
 - i. Circuit repairs
 - ii. Fiber optic cable splicing
 - iii. Leased equipment repairs and replacements
 - iv. Any relevant equipment firmware updates
- b. The provider will have a help desk staffed twenty four (24) hours per day and seven (7) days per week (24/7).
- c. The Board requires tools be in place for self-management of all relevant circuits and services, with proactive processes to detect and avoid issues before they degrade service levels.

The provider should provide a 24/7 help desk and via a Web portal, to be used by authorized personnel for:

 - i. Service ordering
 - ii. Opening, status updates and resolution of trouble tickets
 - iii. Handling billing inquiries and disputes

II. SCOPE OF PRODUCTS AND SERVICES

- iv. Undertaking soft moves, adds and changes
- v. Physical access during installation, maintenance and repair
- d. The provider will maintain an electronic inventory of equipment and circuits used by the Board. The inventory will be accessible via the provider's web portal. The provider will update the inventory within forty eight (48) hours of any changes. The inventory will track the following, at a minimum:
 - i. Physical address of where the equipment is installed
 - ii. Make
 - iii. Model
 - iv. Firmware or Operating System version, including patch level.
 - v. Circuit ID (if applicable)
 - vi. Usage information

3. Trouble Reporting and Problem Resolution

- a. The Proposal should describe procedures for trouble reporting and problem resolution and define the escalation procedures for service interruptions. Include:
 - i. Definition of "Major Outage"
 - ii. Guaranteed response times for repair
 - iii. Network or circuit monitoring capabilities and responsibilities
 - iv. List of names/positions with associated contact information for escalation of repair or outage situations
- b. The Proposal should 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.

D. Service Level Agreement (SLA)

Service-Level Requirements

The successful Proposer will be expected to enter into a service level agreement (SLA) with the Board as part of the contract covering these services. The Proposal must include a proposed SLA with minimum performance guarantees suitable for the network and the business importance of the applications. The SLA must, at a minimum, cover:

- Installation intervals for WAN and access.
- Time to complete change requests per site.
- Time to repair/restore per site.
- Availability on both the access and WAN.
- Network Class of Service (CoS) performance (latency, jitter and packet loss per CoS) per site.
- Real-time or near-real-time reporting.
- Provisioning SLAs for all types of access, including copper and fiber.
- Billing accuracy and liability — Any undercharges are not the responsibility of the enterprise. Carrier must prove usage of circuit or service for billing purposes.
- Credits or further discounts available.

II. SCOPE OF PRODUCTS AND SERVICES

- Real, tangible consequences for failure to meet the service level requirements set forth in the SLA — Based on contract, not just circuit, and based on number of consecutive occurrences per billing period.

Providers must outline their guaranteed performance metrics, and the performance metrics must be guaranteed and maintained end to end, including local loops. Proposals should also outline which reports are offered as part of the service and what reporting is available at additional cost.

Also, detail any performance noncompliance compensation that is offered for all guaranteed performance levels. Providers must offer proactive management and SLA outage notification.

The service must include an online portal for the ongoing reporting of all performance metrics, as well as router and network health and bandwidth use of all access circuits.

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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/cf03cd486a100a91f9e2fe9aa46da5b9>

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

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

d) **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

e) **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.

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

III. SUBMITTAL REQUIREMENTS

- 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 Contract. 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 the network and the business importance of the applications, covering, at a minimum:
 1. Installation intervals for WAN and access.
 2. Time to complete change requests per site.
 3. Time to repair/restore per site.
 4. Availability on both the access and WAN.
 5. Network Class of Service (CoS) performance (latency, jitter and packet loss per CoS) per site.
 6. Real-time or near-real-time reporting.
 7. Provisioning SLAs for all types of access, including copper and fiber.
 8. Billing accuracy and liability — Any undercharges are not the responsibility of CPS. 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.

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

III. SUBMITTAL REQUIREMENTS

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 the name of the auditor(s) that the Proposer intends to retain as outlined in Compliance Terms of E-Rate Program (Attachment C).
- 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.

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.

III. SUBMITTAL REQUIREMENTS

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 Contract, 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 in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance or a defendant in a criminal action.

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 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 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 Contract. At the discretion of the Board, a short-list may be established to make oral presentations prior to final selection.

b) **Competency of Proposer:** No award will be made to any person, firm or corporation that: is in arrears or is in default with the Board, the City of Chicago, the 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 Questionnaire (Attachment A).

d) The quality, completeness, accuracy, and economic feasibility of the Cost Proposal (Attachment B).

e) Compliance with all E-Rate Program and Invoicing 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. **18-350056** 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, E, F, G-1, G-2, 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: _____
(Signature)

CITY/STATE: _____

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 Interrogatories

Instructions Complete the highlighted sections under the "Responses" header. Some responses require a separate document as indicated

Instructions Complete the highlighted sections under the "Responses" header. Some responses require a separate document as indicated

	Question	Response
<u>WAN Architecture</u>		
1	Describe in detail your proposed network design with location(s) of WAN functionality outlining the advantages and relevant architectural strengths.	
2	Provide a network diagram showing all key service node locations, their functionality, and connectivity options. It is not necessary to show every facility in order to make the diagram easier to read, but must still show the overall concept of the proposed design.	Separate document, preferably in PDF format
3	Provide specific design information, such as logical and physical topology, IP addressing, routing protocols, and security configurations. Notes: (1) Cisco, HP, Aruba or similar hardware is preferred due to the experience and training of the Board's network team. (2) Do not include hardware for edge locations. The Board rolled out Cisco routers with Akamai web caching at each school and administrative office utilizing the Federal E-Rate Funding Program and must remain in use until at least 2023.	
4	Describe how your proposed solution supports the following WAN connectivity technologies: - Leased Circuits - Fully Managed Lit Fiber - Leased Dark Fiber - Managed, Leased, or Indefeasible Right of Use (IRU)	
5	What are your design/solution's space in rack units (RU) and equipment power requirements (ie. quantity, 120/240v and required amp capacity). - Hub/Datacenter location - School/Admin Office location	
6	What degree of resiliency does your solution/design provide for each point of presence?	
7	What degree of resiliency does your solution.design provide on your backbone, including cable redundancy and entrance diversity?	
8	Describe in detail your solution/design's enhanced resiliency against network disruptions.	
9	At what utilization levels do you upgrade bandwidth or network/core routers?	
10	How are network characteristics affected when you use secondary connections, and is failover guaranteed? What is the failover guarantee?	

ATTACHMENT A Interrogatories

11	Do you use other providers to extend your network reach? If so, describe in detail for your proposed solution/design.	
12	How does your solution provide high-availability and minimize or eliminate single points of failure without any significant increase in leased circuits at specific sites?.	
13	What options do you have for Ethernet for access (e.g., Ethernet over copper, dense wavelength division multiplexing [DWDM], etc.)?	
14	Describe in detail each proposed access service for each site, including:	
14a	Guaranteed availability, time to repair, time to install, latency, loss and jitter	
14b	Bandwidth scalability	
	Question	Response
<u>Driving Factors for Change:</u>	Address in detail how your proposed network solution/design meets the following factors that are driving the Board's desire to seek alternative WAN designs: Note: these factors are not listed in any particular priority order. Also, the Board does not intend to significantly increase the resource size of its current network services organization.	
15a	Improve application performance;	
15b	Increase security;	
15c	Reduce costs without impacting performance or quality of service,	
15d	Increase resiliency and redundancy;	
15e	Increase uptime;	
15f	Boost capacity;	
15g	Reduce the time it takes to identify and remediate performance problems;	
15h	Reduce complexity;	
15i	Provide access to public cloud computing services;	
15j	Provide better support for real time applications;	
15k	Reduce the time it takes to implement new network services;	
15l	Optimize funding sources such as E-Rate to cover new and ongoing costs;	
15m	Increase ability to support new facilities and support growth within existing facilities.	
	Question	Response
<u>Internet Access Architecture</u>		
16	Describe your proposed design for Internet Access taking into consideration:	

ATTACHMENT A Interrogatories

16a	Current usage projection of 20Gb by end of 2018 and up to 100Gb in the next three years	
16b	Capability to connect Internet egress at each of the hub facilities to improve resiliency and scalability.	
	Question	Response
<u>Leased/Dark Fiber</u>		
17	Describe your dark fiber (if applicable) solutions to meet the Board's desire to explore scalable yet economical solutions as bandwidth demands grow using one or more of the following: - Fully managed, lit fiber WAN service to each of the Board locations; - Leased dark fiber services that includes special construction, monthly lease fee, maintenance, technical support, and, if applicable, management. - Indefeasible Right of Use (IRU) of fiber service that includes special construction, the IRU fee, fiber maintenance, technical support, and, if applicable, management.	
	Question	Response
<u>Optimization</u>		
18	Describe and demonstrate how your solution can improve application performance through optimization functionality. Relevant optimization functionality includes:	
18a	Optimization through caching or WAN optimization.	
18b	Data Reduction	
18c	Data Compression	
18d	Differencing (de-duplication)	
18e	Intelligent Caching	
18f	Mitigate packet loss	
18g	Congestion Control	
18h	Forward Error Correction (FEC)	
18i	Packet Reordering	
	Question	Response
<u>Traffic Prioritization</u>		
19	Describe how your design/solution will prioritize traffic and include recommendations to manage future growth of voice, data, and video.	
	Question	Response

ATTACHMENT A Interrogatories

<u>WAN Management Tools</u>		
20	Describe your design/solution's WAN Management tools that will allow the Board to:	
20a	Baseline the performance of the WAN and performance of the business critical applications that transit the WAN.	
20b	Provide ease of use for management controls, performance monitoring, and fault detection using industry standard tools and protocols.	
	Question	Response
<u>Funding Considerations</u>		
21	<p>The Board intends to apply for funding under the Schools and Libraries Division (SLD) of the Universal Services Administration Company (USAC) support mechanism (commonly known as the E-Rate program) for the potential WAN/Internet Access design and services that may result from this RFP.</p> <p>Fully describe the parts of your design/solution that are eligible for E-Rate funding and/or recommendations to optimize this funding. Proposers are welcome to include other funding sources which the Board can explore.</p>	

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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.

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

ATTACHMENT D-1

Audit Requirements for E-Rate Program

I. OVERVIEW

A. Objective and Scope

The objective of the engagement of an Independent Auditor(s) ("Auditor") retained by Proposer is to review amounts billed to the Schools and Libraries Division ("SLD") and the Board by service providers for each E-Rate Funding Year to determine if adequate documentation is available to support all expenditures and also to determine if all expenditures are considered eligible for the E-Rate Discount according to the E-Rate program guidelines. The scope of the audit review shall include a review of all transactions and expenditures. Reviews shall be conducted from the time period concurrent with the funding year, commencing July 1, 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 F-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 from the Board and shall need to revise the report if appropriate. All audit reports shall be produced on the Auditors letterhead.

ATTACHMENT D-1

Audit Requirements for E-Rate Program

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 F-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 Contract, and invoices are all consistent.
5. Substitute Services and Products are prominently noted.
6. Rendering Services and supplying Products do not start prior to the approved start date noted on Form 470.
7. Where applicable, Recurring Services are performed and Products are installed prior to June 30th of the funding year in question (and Non-Recurring Services and Products are provided prior to September 30th).
8. Supporting documentation is sufficient to evidence that what was approved per the Funding Commitment Decision Letter was actually provided.
9. Supporting documentation provides sufficient support from initial funding approval, through Service delivery, and concludes with final installation prior to the required date.

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

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 Contract.
20. If applicable, document the delivery and installation of equipment using a completion certificate signed by the Proposer. Maintain completion certificates in a permanent file.

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

Proposer's auditor shall:

<i>Review of Year xx</i>			
Tasks	Action Steps	Deliverables	Timeframe
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, 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 Contract.
- 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

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 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.

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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.

In the event that Priority 2 Services as defined by SLD/USAC are covered by this Agreement, no Board funds will be disbursed for said Eligible E-Rate Services or Products if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary for the continuing operations of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support, and configuration changes.

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

"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.

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"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.

"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.

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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 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 Representations and Warranties of Vendor: Vendor represents and warrants that it will provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Vendor also represents and warrants that it has carefully identified components of 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.

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Vendor will adhere to the E-Rate invoicing requirements as described in Attachment G. 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.

- 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. No Board funds will be disbursed for Eligible E-Rate Services or Products if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary for the continuing operations of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support, and configuration changes.
- c) Vendor will contact the Designated E-Rate Contact Person 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.

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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 D attached hereto.

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

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

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

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

- (a) the Discounted Portion of E-rate Eligible Services and/or Products;
- (b) E-rate Eligible Services and/or Products not authorized in writing by the Board;
- (c) costs related to delays by the SLD/USAC in reimbursing Vendor for the Discounted Portion of E-rate Eligible Services and/or Products; and

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- (d) costs of Services and/or Products declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Members of the Board in a Board Report;
- (e) costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- (f) costs related to reimbursement of legal expenses in order to provide E-rate services to the Board;
- (g) costs related to 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 Members of the Board.

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

4.11 Account Management. Vendor will provide an account manager as a single point of contact for all issues and reporting under this Agreement. Vendor will also provide management reporting related to the Board's purchasing of Services and/or Products from 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 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. Compliance. Vendor will comply with the Board's published data security and operational methodologies, processes and procedures.

6. 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.

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7. Scope of Services and Deliverables Provided. Vendor will provide the Services and/or Products specified in Exhibit X 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, will be documented by a written amendment to 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 Vendor's Disclosure Form or Vendor'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. Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice the applicable professional discipline.

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 Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and will remain in compliance with all 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.

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

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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.

8.12 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

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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 Freedom from Communicable Disease. Vendor will require all persons assigned to perform Services at any school to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Vendor to demonstrate its compliance with the provisions of this Section.

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

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- fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation,
- check of the Illinois Sex Offender Registry, and
- check of the Violent Offender Against Youth Registry (see below).

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

Vendor will not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS 5/34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Vendor is an individual, Vendor represents and warrants that Vendor is in compliance with Section 5/34-18.5 of the *Illinois School Code* as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Vendor will submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Vendor, all at Vendor's expense.

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

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

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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;
- 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.

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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" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined in Section 9.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor.

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

10.3 Use of Confidential Information: Vendor shall:

- a. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- b. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in Section 8.5 (Compliance with Laws).

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- c. Any subcontractors engaged by Vendor in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Vendor has assumed in this Agreement with respect to the Confidential Information.
- d. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

10.4 Transmitting and Storing Confidential Information: Vendor shall:

- a. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b. Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 9.4(a) above;
- c. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- d. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Vendor shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- e. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information unsecured and unattended at any time;
- f. Vendor shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Vendor shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- g. Vendor shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Vendor. Vendor shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and

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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.

10.5 Dissemination of Information: Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or materials provided under the Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

10.6 Return or Destruction of Confidential Information: Vendor shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Performance Officer or her designee that Vendor may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction.

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: The provisions of this Section shall survive the termination or expiration of this 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

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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.

12. Audit and Document Retention. Vendor will furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Vendor will maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services under the Agreement. All records referenced above and any required under the document retention requirement of the FCC will be retained for at least ten (10) years after the last day of the delivery of E-Rate Eligible Services and/or Products. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. All such information will be subject to inspection and audit by the Board and/or FCC/SLD/USAC and/or their contractors. Pursuant to 47 CFR 54.516, Vendor will be subject to audits and other investigations to evaluate Vendor's compliance with the statutory and regulatory requirements for the **E-rate Program**, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. 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 and accepts a relationship of trust and confidence with the Board and will cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board.

13.2 Key Personnel. Key personnel assigned to provide Services to the Board and who are listed in Exhibit C attached hereto ("**Key Personnel**") will continue to provide Services to the Board for the Term of this Agreement, 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

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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.

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.

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. If the results of any such test are

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positive, Vendor will, as soon as possible, contact the Board's Risk Management personnel at 773-553-2828 concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

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

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

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 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 Termination for Convenience. 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.

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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. Ten (10) days after written notice, the Board 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 misrepresentation by Vendor in the performance and delivery of Services and/or Products or the inducement of this Agreement including, without limitation, any misrepresentation by Vendor in its response to RFP No. 18-350054.
- (b) Breach of any agreement, representation or warranty made by Vendor in this Agreement. 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) Action or failure to act which affects the safety and/or welfare of students or the Board staff;
 - (ii) Failure to perform in accordance with terms, conditions and specifications of this Agreement;
 - (iii) 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;
 - (iv) 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;
 - (v) 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;
 - (vi) Failure to promptly re-perform Services that were determined by the Board to be incomplete or unsatisfactory within a reasonable time after initial delivery;
 - (vii) Discontinuance of the Services for reasons within Vendor's reasonable control; or
 - (viii) 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.
- (c) Default by Vendor under any other agreement Vendor may have with the Board.

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(d) 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 occurrence of any Event of Default which Vendor fails to cure within thirty (30) calendar days after receipt of notice (the "**Cure Period**") given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within the Cure Period, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Board's Chief Procurement Officer. Written notification of an intention of the Board's Chief Procurement Officer to terminate this Agreement, in whole or in part, will be provided and will be final and effective upon Vendor's receipt of such notice. Following giving notice, 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 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 14.4 is

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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 the termination is to be considered an early termination pursuant to 14.1 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 14.6.

17. Indemnification. Vendor will defend, indemnify and hold harmless the Board, and its respective members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the acts or omissions of Vendor, its officials, agents, employees or subcontractors in the performance of this Agreement.

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

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any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies, which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances 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.

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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 and agrees to comply with the provisions of such program.

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

ATTACHMENT F
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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 will comply with the Civil Rights Act of 1964, 42 U.S.C.A. § 2000, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Equal Opportunities for Individuals with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; and the Illinois Human Rights Act, 775 ILCS 5/1-10, all as may be amended.

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; (ii) sent by confirmed facsimile; or (iii) 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
 Facsimile: 773-553-1701
 Attn: CPS 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

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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 Contract, 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. Working Capital and Billing Vendor Procedures: Vendor shall provide sufficient working capital to fund and maintain the rendering of the Services and supply of Products under the Contract, while waiting for USAC to provide payment to Vendor.

35. 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.

36. Information Security Policy: If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), as amended, during the term of the Agreement and any renewals thereof.

37. 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.

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38. Debarment Policy. Vendor acknowledges that, in performing the Services for the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

39. 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.

40. 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.

41. 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.

42. 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 RFP including without limitation the indemnification provisions contained in this Agreement.

43. 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.

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)	<input type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Sole Proprietor/Consultant
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Not-For-Profit Corporation
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Joint Venture	

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 Contract, 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 Contract 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 Contract, 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 Contract. 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 data of the Contract 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 Contract 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

ATTACHMENT J Insurance Requirements

d. **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”.

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 Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. Vendor's failure to carry or document required insurance shall constitute a breach of the Vendor's Contract with the Board. In the event Vendor fails to fulfill the insurance requirements of the Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or the Contract 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 Contract.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in the Contract. The Vendor shall require any subcontractors under the Contract 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 Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the Contract, if any, or any limitation that might be placed on the indemnity in the Contract 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

**ATTACHMENT J
Insurance Requirements**

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 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 and Bandwidth Listing

Site Name	Address	Handoff (Mb/Gb)	CIR (Mb/Gb)
Admin Offices-Avondale	6323 N Avondale Ave	100 Mb	100 Mb
Admin Offices-Bridgeport	501 W 35th	1000 Mb	1000 Mb
Admin Offices-Bridgeport	501 W 35th St	100 Mb	100 Mb
Admin Offices-Colman	4655 S Dearborn	100 Mb	100 Mb
Admin Offices-CPS Warehouse	3532 W 47th Place	100 Mb	100 Mb
Admin Offices-Garfield Park	2651 W WASHINGTON	1 Gb	1 Gb
Admin Offices-Inspector General	567 W Lake	100 Mb	10 Mb
Admin Offices-Loop	42 W Madison	10 Gb	10000 Mb
Admin Offices-Loop	42 W Madison	10 Gb	2000 Mb
Admin Offices-Loop	42 W Madison	1000 Mb	1000 Mb
Admin Offices-Northside Roving Crew	5200 W MONROE	100 Mb	5 Mb
Admin Offices-Stewart	6533 S Stewart Ave	100 Mb	100 Mb
Admin Offices-Student Safety Ctr @ OEMC	1411 W Madison	100 Mb	100 Mb
Admin Offices-Western	11424 S Western Ave	100 Mb	100 Mb
Admin-Title IX and HS Networks	110 N Paulina St	100 Mb	100 Mb
Reade Dunning HS (new construction)	4100 N Oak Park Ave	1 Gb	1 Gb
Englewood STEM HS (new construction)	6835 S Normal	1 Gb	1 Gb
Addams Elem	10810 S Ave H	100 Mb	100 Mb
Agassiz Elem	2851 N Seminary Ave	100 Mb	100 Mb
Air Force Acad HS	3630 S Wells St	100 Mb	100 Mb
Albany Pk Elem & Edison Reg Gifted Ctr	4929 North Sawyer	100 Mb	100 Mb
Alcott Elem	2625 N Orchard St	100 Mb	100 Mb
Alcott HS for the Humanities	2957 N Hoyne Ave	1 Gb	100 Mb
Aldridge Elem	630 E 131st St	100 Mb	100 Mb
Amundsen HS	5110 N DAMEN AV	1 Gb	1 Gb
Ariel Elem	1119 E 46th St	100 Mb	100 Mb
Armour Elem	950 W 33rd Place	100 Mb	100 Mb
Armstrong, G Elem	2110 W Greenleaf	100 Mb	100 Mb
Ashburn Elem	8300 S St. Louis Ave	100 Mb	100 Mb
Ashe Elem	8505 S Ingleside Ave	100 Mb	100 Mb
Audubon Elem	3500 N Hoyne Ave	100 Mb	100 Mb
Austin HS	231 N PINE	1 Gb	1 Gb
Avalon Park Elem	8045 S Kenwood Ave	100 Mb	100 Mb
Azuela Elem	4707 W. Marquette Road	100 Mb	100 Mb
Back of the Yards HS	2111 W 47th	1 Gb	1 Gb
Barnard, Alice Elem	10354 S Charles	100 Mb	100 Mb
Barry Elem	2828 N Kilbourn Ave	100 Mb	100 Mb
Barry Elem Branch	4638 W DIVERSEY AV	100 Mb	10 Mb
Barton Elem	7650 S Wolcott Ave	100 Mb	100 Mb
Bass Elem	1140 W 66th	100 Mb	100 Mb
Bateman Elem	4220 N Richmond St	100 Mb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Beard Elem	6445 W Strong St	100 Mb	100 Mb
Beasley Elem	5255 S State St	100 Mb	100 Mb
Beaubien Elem	5025 N Laramie Ave	100 Mb	100 Mb
Beethoven Elem	25 W 47th St	100 Mb	100 Mb
Beidler Elem	3151 W Walnut St	100 Mb	100 Mb
Belding Elem	4257 N. Tripp Ave	100 Mb	100 Mb
Bell Elem	3730 N Oakley Ave	100 Mb	100 Mb
Belmont-Cragin Elem ECE	6041 W Diversey	100 Mb	100 Mb
Bennett Elem	10115 S Prarie Ave	100 Mb	100 Mb
Best Practice Hub Site	2040 W. Adams	1 Gb	1 Gb
Black Magnet Elem	9101 S Euclid Ave	100 Mb	100 Mb
Black Magnet Elem Branch	7133 S Coles Ave	100 Mb	100 Mb
Blaine Elem	1420 W Grace St	100 Mb	100 Mb
Blair Early Childhood Center	6751 W 63rd Pl	100 Mb	100 Mb
Bogan High School	3939 W 79TH ST	1 Gb	1 Gb
Bond Elem	7050 S May St	100 Mb	100 Mb
Boone Elem	6710 N Washtenaw Ave	100 Mb	100 Mb
Bouchet Elem	7355 S Jeffery Blvd.	100 Mb	100 Mb
Bowen High School	2710 E 89TH ST	1 Gb	1 Gb
Bradwell Elem	7736 S Burnham	100 Mb	100 Mb
Brennemann Elem	4251 N Clarendon	100 Mb	100 Mb
Brentano Elem	2723 N Fairfield Ave	100 Mb	100 Mb
Bridge Elem	3800 N New England Ave	100 Mb	100 Mb
Bridge Elem Branch	7001 W. Addison	100 Mb	100 Mb
Bright Elem	10740 S Calhoun Ave	100 Mb	100 Mb
Brighton Park Elem	3825 S Washtenaw Ave	100 Mb	100 Mb
Bronzeville Classical Elem	8 W Root St	1 Gb	100 Mb
Bronzeville HS@DuSable	4934 S Wabash Ave	1 Gb	1 Gb
Brooks College Prep Academy HS	250 E 111th ST	1 Gb	1 Gb
Brown R Elem	12607 S Union Ave	100 Mb	100 Mb
Brown, William Elem	54 N Hermitage	100 Mb	100 Mb
Brownell Elem	6741 S. Michigan Ave	100 Mb	100 Mb
Brunson Elem	932 N Central	100 Mb	100 Mb
Budlong Elem	2701 W Foster Ave	100 Mb	100 Mb
Burbank Elem	2035 N Mobile Ave	100 Mb	100 Mb
Burke Elem	5356 S King Drive	100 Mb	100 Mb
Burley Elem	1630 W Barry Ave	100 Mb	100 Mb
Burnham Elem	9928 S Crandon Av	1 Gb	100 Mb
Burnside Elem	650 E 91st Place	100 Mb	100 Mb
Burr Elem	1621 W Wabansia Ave	100 Mb	100 Mb
Burroughs Elem	3542 S Washtenaw Ave	100 Mb	100 Mb
Byrne Elem	5329 S Oak Park Ave	100 Mb	100 Mb
Caldwell Elem	8546 S Cregier Ave	100 Mb	100 Mb
Calmecca Elem	3456 W. 38th St	100 Mb	100 Mb
Cameron Elem	1234 N Monticello Ave	100 Mb	100 Mb
Camras Elem	3000 N. Mango Ave	100 Mb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Canty Elem	3740 N Panama Ave	100 Mb	100 Mb
Cardenas Elem	2345 S Millard Ave	100 Mb	100 Mb
Cardenas Elem Annex	2406 S Central Park Ave	100 Mb	100 Mb
Carnegie Elem	1414 E 61st Place	100 Mb	100 Mb
Carroll Elem	2929 W 83rd St	100 Mb	100 Mb
Carroll Elem - Rosenwald Branch	2601 W 80th Street	100 Mb	100 Mb
Carson Elem	5516 S Maplewood Ave	100 Mb	100 Mb
Carter Elem	5740 S Michigan Ave	100 Mb	100 Mb
Carver Military Academy HS	13100 S Doty Av	1 Gb	1 Gb
Carver Primary Elem	901 E 133rd Pl	100 Mb	100 Mb
Casals Pablo Elem	3501 W Potomac Ave	100 Mb	100 Mb
Cassel Elem	11314 S Spaulding Ave	100 Mb	100 Mb
Castellanos Elem	2524 S Central Park Ave	100 Mb	100 Mb
Cather Elem	2908 W Washington	100 Mb	100 Mb
Chalmers Elem	2745 W Roosevelt	100 Mb	100 Mb
Chappell Elem	2135 W Foster Ave	100 Mb	100 Mb
Charter-Noble St-Johnson	6350 S Stewart Ave	10 Mb	10 Mb
Charter-Urban Prep Bronzeville	521 E 35th St	100 Mb	100 Mb
Chase Elem	2021 N Point St	100 Mb	100 Mb
Chavez Elem	4747 S Marshfield Ave	100 Mb	100 Mb
Chavez Elem Upper Grades @ St Joseph	4831 S Hermitage Ave	100 Mb	100 Mb
Chicago Academy Elem & HS	3400 N Austin Blvd	100 Mb	100 Mb
Chicago HS for Agricult Sciences	3857 W 111th St.	1 Gb	1 Gb
Chicago HS for the Arts	2714 W Augusta Bl	1 Gb	100 Mb
Chicago Military Academy HS	3519 S Giles	1 Gb	1 Gb
Chicago Technology Acad HS (CAAT)	1301 W 14th Place	1 Gb	100 Mb
Chicago Vocational Career Academy HS	2100 E 87TH ST	1 Gb	1 Gb
Chopin Elem	2450 W Rice	100 Mb	100 Mb
Christopher Elem	5042 S Artesian Ave	100 Mb	100 Mb
Claremont Academy	2300 W 64th. St.	100 Mb	100 Mb
Clark Acadmc Prep Magnet HS	5101 W Harrison St	1 Gb	1 Gb
Clark Elem	1045 S Monitor Ave	100 Mb	100 Mb
Clay Elem	13231 S Burley Ave	100 Mb	100 Mb
Clemente Community Academy HS	1147 N WESTERN AV	1 Gb	1 Gb
Cleveland Elem	3121 W Byron St	100 Mb	100 Mb
Clinton Elem	6110 N Fairfield Ave	100 Mb	100 Mb
Clissold Elem	2350 W 110th Place	100 Mb	100 Mb
Closed Building (Use to be determined)	5434 S Lockwood	100 Mb	100 Mb
Closed Building (Use to be determined)	6420 S University Ave	100 Mb	5 Mb
Colemon Johnny Elem	1441 W 119th. St	100 Mb	100 Mb
Coles Elem	8441 S Yates Blvd.	100 Mb	100 Mb
Collins High School	1313 S Sacramento Dr	1 Gb	1 Gb
Columbia Explorers Elem	4520 S Kedzie Ave	100 Mb	100 Mb
Columbia Explorers Elem Branch Kindergarten	4600 S Kedzie Ave	100 Mb	100 Mb
Columbus Elem	1003 N Leavitt St	100 Mb	100 Mb
Cook Elem	8150 S Bishop St	100 Mb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Coonley Elem	4046 N Leavitt St	100 Mb	100 Mb
Cooper Dual Elem-South Annex	1624 W 19th	100 Mb	100 Mb
Corkery Elem	2510 S. Kildare Ave	100 Mb	100 Mb
Corliss High School	821 E 103RD ST	1 Gb	1 Gb
Courtenay Elem	4420 N Beacon St	100 Mb	100 Mb
Crane Medical HS	2245 W JACKSON BL	1 Gb	1 Gb
Crown Elem	2128 S St. Louis	100 Mb	100 Mb
Cuffe Math & Science	8324 S Racine	100 Mb	100 Mb
Cullen Elem	10650 S Eberhart Av	100 Mb	100 Mb
Curie Metropolitan HS	4959 S Archer Av	1 Gb	1 Gb
Curtis Elem	32 E 115th St	100 Mb	100 Mb
Daley Elem	5024 S Wolcott Ave	100 Mb	100 Mb
Darwin Elem	3116 W Belden Ave	100 Mb	100 Mb
Davis Miles Elem	6740 S Paulina AvE	1 Gb	100 Mb
Davis, N Elem	3014 W 39TH PL	1 Gb	1 Gb
Dawes Elem	3810 W 81st Place	100 Mb	100 Mb
Decatur Elem	7030 N Sacramento Ave	100 Mb	100 Mb
DeDiego Elem	1313 N Claremont	100 Mb	100 Mb
Deneen Elem	7240 S Wabash Ave	1 Gb	100 Mb
DePriest Elem	139 S Parkside Ave	1 Gb	100 Mb
Dett Elem	2131 W Monroe St	1 Gb	100 Mb
Dever William Elem	3436 N Osceola Ave	1 Gb	100 Mb
Dewey Elem	5415 S Union Ave	1 Gb	100 Mb
Dirksen Elem	8601 W Foster Ave	100 Mb	100 Mb
Dirksen Elem Branch	8300 W Addison	100 Mb	5 Mb
Disney Elementary	4140 N MARINE DR	1 Gb	1 Gb
Disney II Elem	3815 N Kedvale	1 Gb	100 Mb
Disney II HS	3900 N Lawndale	100 Mb	100 Mb
Dixon Elem	8306 S Saint Lawrence Ave	100 Mb	100 Mb
Doolittle Elem	535 E 35th St	100 Mb	100 Mb
Dore Elem	7134 W 65th St	1 Gb	100 Mb
Dore Elem PreK Center	6108 S Natoma Ave	1 Gb	100 Mb
Douglass Jr. High Elem	543 N Waller Ave	1 Gb	100 Mb
Drake Elem	2710 S Dearborn St	100 Mb	100 Mb
Drummond Elem	1845 W Cortland St	1 Gb	100 Mb
Dubois Elem	330 E 133rd St	100 Mb	100 Mb
Dulles Elem	6311 S Calumet Ave	1 Gb	100 Mb
Dunbar Vocational Career Academy HS	3000 S King Dr	1 Gb	1 Gb
Dunne Elem	10845 S Union Ave	1 Gb	100 Mb
Durkin Park Elem	8445 S Kolin Ave	100 Mb	100 Mb
Dvorak Elem	3615 West 16th St	1 Gb	100 Mb
Dyett HS	555 E 51ST ST	1 Gb	1 Gb
Earhard Elem	1710 E 93rd St	100 Mb	100 Mb
Earle Elem	2040 W 62nd St	1 Gb	100 Mb
Eberhart Elem	3400 W 65TH PL	1 Gb	1 Gb
Ebinger Elem	7350 W Pratt Ave	100 Mb	100 Mb

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Current Board Site and Bandwidth Listing

Edgebrook Elem	6525 N Hiawatha Ave	1 Gb	100 Mb
Edison Park Elem	6220 N Olcott Ave	100 Mb	100 Mb
Edwards Elem	4815 S Karlov Ave	1 Gb	100 Mb
Edwards Elem Branch	4950 S Laporte Ave	100 Mb	100 Mb
Ellington Elem & Branch	243 N Parkside	100 Mb	100 Mb
Englewood HS	6201 S Stewart Av	1 Gb	1 Gb
EPIC Academy Charter HS	8255 S Houston Ave	1 Gb	100 Mb
Ericson Elem	3600 W 5th Ave	100 Mb	100 Mb
Esmond Elem	1865 W Montvale	100 Mb	100 Mb
Everett Elem	3419 S Bell	100 Mb	100 Mb
Evergreen Elem	3537 S Paulina Ave	1 Gb	100 Mb
Evers Elem	9811 S Lowe Ave	1 Gb	100 Mb
Fairfield Elem	6201 S Fairfield Ave	100 Mb	100 Mb
Falconer Elem	3020 N Lamon Ave	1 Gb	100 Mb
Faraday Elem	3250 W Monroe St	1 Gb	100 Mb
Farnsworth Elem	5414 N Linder Ave	1 Gb	100 Mb
Farragut Career Academy HS	2345 S Christiana Av	1 Gb	1 Gb
Fenger Academy High School	11220 S WALLACE ST	1 Gb	1 Gb
Fernwood Elem	10041 S Union	1 Gb	100 Mb
Field Elem	7019 N Ashland Blvd.	100 Mb	100 Mb
Finkl Elem	2332 S Western	1 Gb	100 Mb
Fiske Elem	6020 S Langley Ave	100 Mb	100 Mb
Foreman High School	3235 N LECLAIRE AV	1 Gb	1 Gb
Fort Dearborn Elem	9025 S Throop St	1 Gb	100 Mb
Foster Park Elem	8530 South Wood St	1 Gb	100 Mb
Franklin Elem Fine Arts	255 W Evergreen Ave	1 Gb	100 Mb
Frazier IB Elem	4027 W Grenshaw St	100 Mb	100 Mb
Fuller Elem	4214 S St. Lawrence	1 Gb	100 Mb
Fulton Elem	5300 S Hermitage Ave	100 Mb	100 Mb
Funston Elem	2010 N Central Park Ave	1 Gb	100 Mb
Gage Park High School	5630 S Rockwell St	1 Gb	1 Gb
Gale Elem	1631 W Jonquil Ter	100 Mb	100 Mb
Gale Elem Annex	7650 N Marshfield Ave	100 Mb	100 Mb
Galileo Elem	820 S Carpenter St	100 Mb	100 Mb
Gallery 37	66 E Randolph	100 Mb	5 Mb
Gallistel Elem	10347 S Ewing Ave	1 Gb	100 Mb
Garvey Elem	10309 S Morgan St	1 Gb	100 Mb
Garvy J Elem	5225 N Oak Park Ave	1 Gb	100 Mb
Gary Elementary	3740 W 31ST ST	1 Gb	1 Gb
Gillespie Elem	9301 S State St	1 Gb	100 Mb
Goethe Elem	2236 N Rockwell St	100 Mb	100 Mb
Goode HS	7651 S Homan	1 Gb	1 Gb
Goudy Elem	5120 N Winthrop	1 Gb	100 Mb
Graham Elem	4436 S Union Ave	1 Gb	100 Mb
Graham Elem Branch	745 W 45TH	100 Mb	100 Mb
Graham R Training Ctr HS	2347 S Wabash Ave	1 Gb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Gray Elem	3730 N Laramie	100 Mb	100 Mb
Greeley Horace Elem	832 W Sheridan Rd	1 Gb	100 Mb
Green, Wendell Elem	1150 W 96th St.	1 Gb	100 Mb
Greene Nathaniel Elem	3525 S. Honore	1 Gb	100 Mb
Gregory Elem	3715 W Polk St	1 Gb	100 Mb
Gresham Elem	8524 S Green St	1 Gb	100 Mb
Grimes Elem	5450 W 64th Pl	100 Mb	100 Mb
Grimes Elem Fleming Branch	4918 W 64th St	100 Mb	100 Mb
Grissom Elem	12810 S Escanaba Ave	100 Mb	100 Mb
Gunsaulus Elem	4420 S Sacramento Ave	100 Mb	100 Mb
Haines Elem	247 W 23rd. Place	100 Mb	100 Mb
Hale Elem	6140 S Melvina	1 Gb	100 Mb
Haley Elem	11411 S Eggleston Ave	100 Mb	100 Mb
Hamilton Elem	1650 W. Cornelia Ave	1 Gb	100 Mb
Hamline Elem	4747 S Bishop St	1 Gb	100 Mb
Hamline Elem Branch	1548 W 48th St	100 Mb	100 Mb
Hammond Elem	2819 W 21st Place	1 Gb	100 Mb
Hampton Fine Arts Elem	3434 W 77th St	1 Gb	100 Mb
Hancock College Prep	4034 W 56th Street	1 Gb	1 Gb
Hanson Park Branch	2318 N Lorel Ave	100 Mb	100 Mb
Hanson Park Elem	5411 W Fullerton Ave	100 Mb	100 Mb
Harlan Community Academy HS	9652 S Michigan Av	1 Gb	1 Gb
Harper High School	6520 S WOOD S	1 Gb	1 Gb
Harte Elem	1556 E 56th St	1 Gb	100 Mb
Harvard Elem	7525 S Harvard Ave	100 Mb	100 Mb
Haugan Elem	4540 N Hamlin Ave	1 Gb	100 Mb
Hawthorne Elem	3319 N Clifton Ave	1 Gb	100 Mb
Hay Elem	1018 N Laramie Ave	1 Gb	100 Mb
Hayt Elem	1518 W Granville	1 Gb	100 Mb
Healy Elem	3010 S Parnell Ave	100 Mb	100 Mb
Hearst Elem	4640 S Lamon Ave	1 Gb	100 Mb
Hedges Elem	4747 S Winchester Ave	1 Gb	100 Mb
Hefferan Elem	4409 W Wilcox	1 Gb	100 Mb
Henderson Elem	5650 S Wolcott Ave	100 Mb	100 Mb
Hendricks Elem	4316 S Princeton	1 Gb	100 Mb
Henry Elem	4250 N St. Louis Ave	1 Gb	100 Mb
Hernandez Middle	3510 W 55th St	100 Mb	100 Mb
Herzl Elem	3711 W Douglas Blvd	1 Gb	100 Mb
Herzl Elem CPC	1401 S Hamlin Ave	100 Mb	100 Mb
Hibbard Elem	3244 W Ainslie St	100 Mb	100 Mb
Higgins Elem	11710 S Morgan St	1 Gb	100 Mb
Hirsch Metropolitan High School	7740 S INGLESIDE AV	1 Gb	1 Gb
Hitch Elem	5625 N McVicker Ave	1 Gb	100 Mb
Holden Elem	1104 W 31st St	1 Gb	100 Mb
Holmes Elem	955 W Garfield Blvd	100 Mb	100 Mb
Hope College Prep High School	5515 S Lowe Av	1 Gb	1 Gb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Hope Institute Learning Academy	1628 W Washington	1 Gb	100 Mb
Howe Elem	720 N Lorel Ave	1 Gb	100 Mb
Hoyne Elem	8905 S Crandon Ave	100 Mb	100 Mb
Hubbard High School	6200 S HAMLIN AV	1 Gb	1 Gb
Hughes C Elem	4247 W 15th St	1 Gb	100 Mb
Hughes L Elem	240 W 104th St	100 Mb	100 Mb
Hurley Elem	3849 W 69th Place	1 Gb	100 Mb
Hyde Park Career Academy HS	6220 S STONY ISLAND AV	1 Gb	1 Gb
Illinois Eye Clinic at Princeton	5125 S PRINCETON AV	100 Mb	5 Mb
InterAmerican Elem	851 W Waveland Ave	1 Gb	100 Mb
Irving Elem	749 S Oakley Blvd.	1 Gb	100 Mb
Jackson A Elem	1340 W Harrison St	100 Mb	100 Mb
Jackson Mahalia Elem	917 W 88th St.	1 Gb	100 Mb
Jahn Elem	3149 N Wolcott Ave	100 Mb	100 Mb
Jamieson Elem	5650 N Mozart St	1 Gb	100 Mb
Jefferson Nancy B Alternative HS	1100 S Hamilton	1 Gb	100 Mb
Jenner Elem	1119 N Cleveland Ave	100 Mb	100 Mb
Jensen Elem	3030 W Harrison St	1 Gb	100 Mb
Johnson Elem	1420 S Albany Ave	100 Mb	100 Mb
Johnson Elem CPC	1504 S Albany Ave	100 Mb	100 Mb
Jones College Prep HS	700 S STATE ST	1 Gb	1 Gb
Joplin Elem	7931 S Honore St	1 Gb	100 Mb
Jordan Elem	7414 N Wolcott Ave	1 Gb	100 Mb
Juarez Community Academy HS	1450 W Cermak Rd	1 Gb	1 Gb
Julian High School	10330 S. Elizebeth	1 Gb	1 Gb
Jungman Elem	1746 S Miller St	100 Mb	100 Mb
Kanoon Elem	2233 S Kedzie Ave	100 Mb	100 Mb
Keller Elem	3020 W 108th St	100 Mb	100 Mb
Kellman Elem	3030 W Arthington	100 Mb	100 Mb
Kellogg Elem	9241 S Leavitt St	1 Gb	100 Mb
Kelly High School	4136 S California	1 Gb	1 Gb
Kelvyn Park High School	4343 W Wrightwood Av	1 Gb	1 Gb
Kennedy High School	6325 W 56TH ST	1 Gb	1 Gb
Kenwood Academy High School	5015 S BLACKSTONE AV	1 Gb	1 Gb
Kenwood Middle Elem	4959 S Blackstone Av	100 Mb	100 Mb
Kershaw Elem	6450 S Lowe Ave	100 Mb	100 Mb
Kilmer Elem	6700 N Greenview Ave	1 Gb	100 Mb
King Elem	644 W 71st St	1 Gb	100 Mb
King HS	4445 S DREXEL BL	1 Gb	1 Gb
Kinzie Elem	5625 S Mobile Ave	1 Gb	100 Mb
Kipling Elem	9351 S Lowe Ave	1 Gb	100 Mb
Kozminski Elem	936 E 54th St	1 Gb	100 Mb
Lake View High School	4015 N ASHLAND AV	1 Gb	1 Gb
Lane Technical High School	2501 W ADDISON ST	1 Gb	1 Gb
Langford Elem	6010 S Throop St	100 Mb	100 Mb
Lara Elem	4619 S Wolcott Ave	1 Gb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

LaSalle Elem	1734 N. Orleans St	1 Gb	100 Mb
LaSalle II	1148 N Honore St	100 Mb	100 Mb
Lavizzo Elem	138 W 109th St	1 Gb	100 Mb
Lawndale Elem	3500 W Douglas Blvd	1 Gb	100 Mb
Lee Elem	6448 S Tripp Ave	1 Gb	100 Mb
Leland Elem	512 S Lavergne Ave	1 Gb	100 Mb
Lenart Elem	8101 S. La Salle St	1 Gb	100 Mb
Lewis Elem	1431 N Leamington Ave	100 Mb	100 Mb
Libby Elem	5300 S Loomis Bl	100 Mb	100 Mb
Lincoln Elem	615 W Kemper Place	100 Mb	100 Mb
Lincoln Park HS	2001 N. Orchard	1 Gb	1 Gb
Lindblom HS	6130 S WOLCOTT AV	1 Gb	1 Gb
Little Village Elem	2620 S Lawndale Ave	100 Mb	100 Mb
Little Village Multiplex (4 Small High Schools)	3120 S Kostner	1 Gb	1 Gb
Lloyd Elem	2103 N Lamon Ave	100 Mb	100 Mb
Locke J Elem	2828 N Oak Park Ave	100 Mb	100 Mb
Logandale Middle	3212 W George St	100 Mb	100 Mb
Lorca Elem	3231 N. Springfield Ave	100 Mb	100 Mb
Lovett Elem	6333 W Bloomingdale Ave	100 Mb	100 Mb
Lowell Elem	3320 W Hirsch St	100 Mb	100 Mb
Lowell Elem Branch-Munoz Marin Primary Ctr	3320 W EVERGREEN AV	1 Gb	100 Mb
Lozano Elem	1501 N Greenview	1 Gb	1 Gb
Lyon Elem	2941 N McVicker Ave	100 Mb	100 Mb
Madero Middle Elen	3202 W 28th St	100 Mb	100 Mb
Madison Elem	7433 S Dorchester Ave	100 Mb	100 Mb
Manierre Elem	1420 N Hudson Ave	100 Mb	100 Mb
Manley Career Academy High School	2935 W Polk St	1 Gb	1 Gb
Mann Elem	8050 S Chappel Ave	100 Mb	100 Mb
Marine Leadership at Ames	1920 N Hamlin	100 Mb	100 Mb
Marquette Elem School	6550 S Richmond St	1 Gb	1 Gb
Marsh Elem	9822 S Exchange Ave	100 Mb	100 Mb
Marshall Metropolitan High School	3250 W ADAMS ST	1 Gb	1 Gb
Mason Elem	4217 W 18th St	100 Mb	100 Mb
Mather High School	5835 N LINCOLN AV	1 Gb	1 Gb
Mayer Elementary	2250 N CLIFTON AV	1 Gb	1 Gb
Mays Elem	6656 S Normal	100 Mb	100 Mb
McAuliffe	1841 N Springfield Ave	100 Mb	100 Mb
McClellan Elem	3527 S Wallace St	100 Mb	100 Mb
McCormick Elem	2712 S Sawyer Ave	100 Mb	100 Mb
McCutcheon Elem	4865 N Sheridan Road	100 Mb	100 Mb
McCutcheon Elem Branch	4850 N Kenmore Ave	100 Mb	100 Mb
McDade Elem	8801 S. Indiana Ave	100 Mb	100 Mb
McDowell Elem	1419 E 89th St	100 Mb	100 Mb
McKay Elementary	6901 S FAIRFIELD	1 Gb	1 Gb
McNair Elem	4820 W Walton St	100 Mb	100 Mb
McPherson Elem	4728 N Wolcott Ave	100 Mb	100 Mb

ATTACHMENT K

Current Board Site and Bandwidth Listing

Melody Elem	3937 W Wilcox St	100 Mb	100 Mb
Metcalfe Elem	12339 S Normal Ave	100 Mb	100 Mb
Mireles Elem	9000 S Exchange Ave	100 Mb	100 Mb
Mitchell Elem	2233 W Ohio St	100 Mb	100 Mb
Mollison Elem	4415 S King Drive	100 Mb	100 Mb
Monroe Elem	3651 W Schubert Ave	100 Mb	100 Mb
Moos Elem	1711 N California Ave	100 Mb	100 Mb
Morgan Park High School	1744 W PRYOR AV	1 Gb	1 Gb
Morrill Elem	6011 S Rockwell St	100 Mb	100 Mb
Morton Elem & Dodge Elem	431 N Troy St	100 Mb	100 Mb
Mount Greenwood Elem	10841 S Homan Ave	100 Mb	100 Mb
Mount Vernon Elem	10540 S Morgan	100 Mb	100 Mb
Mozart Elem	2200 N Hamlin Ave	100 Mb	100 Mb
Murphy Elem	3539 W Grace St	100 Mb	100 Mb
Murray Language Academy Elem	5335 S Kenwood Ave	100 Mb	100 Mb
Nash Elem	4837 W Erie St	100 Mb	100 Mb
National Teachers Academy Elem	55 W Cermak Rd	100 Mb	100 Mb
Neil Elem	8555 S Michigan Ave	100 Mb	100 Mb
Nettelhorst Elem	3252 N Broadway	100 Mb	100 Mb
New Field	1707 West Morse Ave	1 Gb	100 Mb
New Sullivan Elem	8331 S Mackinaw	100 Mb	100 Mb
Newberry Elem	700 W Willow St	100 Mb	100 Mb
Nicholson Math & Science Elem.	6006 S Peoria St	100 Mb	100 Mb
Nightingale Elem	5250 S Rockwell	100 Mb	100 Mb
Ninos Heros Elem	8344 S Commercial Ave	100 Mb	100 Mb
Nixon Elem	2121 N Keeler Ave	100 Mb	100 Mb
Nobel Elem	4127 W Hirsch St	100 Mb	100 Mb
North River Elem	4416 N Troy	1 Gb	100 Mb
North-Grand High School	4338 W Wabansia Av	1 Gb	1 Gb
Northside College Preparatory HS	5501 N KEDZIE	1 Gb	1 Gb
Northside Learning Center	3730 W Bryn Mawr Ave	100 Mb	100 Mb
Northwest Middle Elem	5252 W Palmer St	100 Mb	100 Mb
Norwood Park Elem	5900 N Nina Ave	1 Gb	100 Mb
O'Keeffe Elem	6940 S Merrill Ave	100 Mb	100 Mb
O'Toole Elem	6550 S Seeley Ave	100 Mb	100 Mb
Ogden Elem	24 W Walton St	100 Mb	100 Mb
Ogden HS	1250 W Erie St.	100 Mb	100 Mb
Oglesby Elem	7646 S Green St	100 Mb	100 Mb
Onahan Elem	6634 W Raven St	100 Mb	100 Mb
Oriole Park Elem	5424 N Oketo Ave	100 Mb	100 Mb
Orozco Elem	1940 W 18th St	100 Mb	100 Mb
Orr High School	730 N Pulaski RD	1 Gb	1 Gb
Ortiz Elem	3000 S Lawndale Ave	100 Mb	100 Mb
Otis Elem	525 N Armour	100 Mb	100 Mb
Owen Elem	8247 S Christiana Ave	100 Mb	100 Mb
Owens Elem North	12302 S State St.	100 Mb	100 Mb

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Current Board Site and Bandwidth Listing

Owens Elem South	12450 S State St	100 Mb	100 Mb
Palmer Elem	5051 N Kenneth Ave	100 Mb	100 Mb
Park Manor Elem	7037 S Rhodes Ave	100 Mb	100 Mb
Parker Elem	6800 S Steward Ave	100 Mb	100 Mb
Parkside Elem	6938 S East End Ave	100 Mb	100 Mb
Pasteur Elementary	5825 S KOSTNER	1 Gb	1 Gb
Payton College Preparatory HS	1034 N. Wells	1 Gb	1 Gb
Peace & Education-East 2nd Chance Alt HS	5114 S Elizabeth St	100 Mb	100 Mb
Peace & Education-Sinclair HS	4946 S Paulina	1 Gb	1 Gb
Peck Elem	3826 W 58th St	100 Mb	100 Mb
Peck Elem ECE	4026 W 59th St	100 Mb	100 Mb
Peirce Elem	1423 W Bryn Mawr Ave	100 Mb	100 Mb
Penn Elem	1616 S Avers Ave	100 Mb	100 Mb
Perez Elem	1241 W 19th St	1 Gb	100 Mb
Pershing West	3200 S Calumet Ave	100 Mb	100 Mb
Peterson Elem	5510 N Christiana Ave	100 Mb	100 Mb
Phillips HS	244 E Pershing Rd	1 Gb	1 Gb
Phoenix Military Academy HS	145 S Campbell Ave	100 Mb	100 Mb
Piccolo Elem	1040 N Keeler Ave	1 Gb	100 Mb
Pickard Elem	2301 W 21st Pl	100 Mb	100 Mb
Pilsen Elem	1420 W 17th St	1 Gb	100 Mb
Pirie Elem	650 E 85th St	100 Mb	100 Mb
Plamondon Elem	2642 W 15th Pl	100 Mb	100 Mb
Poe Elem	10538 S Langley Ave	100 Mb	100 Mb
Portage ParK Elem	5330 W BERTEAU AV	1 Gb	1 Gb
Powell Elem	7511 S South Shore Drive	100 Mb	100 Mb
Prescott Elem	1632 W Wrightwood Ave	100 Mb	100 Mb
Prieto Elem	2231 N Central Ave	100 Mb	100 Mb
Pritzker Elem	2009 W Schiller St	100 Mb	100 Mb
Prosser Career Academy HS	2148 N LONG AV	1 Gb	1 Gb
Prussing Elementary	4650 N MENARD AV	1 Gb	1 Gb
Pulaski Elem Fine Arts Academy	2230 W Mc Lean Ave	1 Gb	100 Mb
Pullman Elem	11311 S Forrestville Ave	100 Mb	100 Mb
Raby High School	3545 W FULTON BL	1 Gb	1 Gb
Randolph Elem	7316 S Hoyne Ave	100 Mb	100 Mb
Ravenswood Elem	4332 N Paulina St	1 Gb	100 Mb
Ray Elem	5631 S Kimbark Ave	100 Mb	100 Mb
Reavis Elem	834 E 50th St	100 Mb	100 Mb
Reilly Elem	3650 W School St	100 Mb	100 Mb
Reinberg Elem	3425 N Major Ave	100 Mb	100 Mb
Revere Elem School	1010 E 72nd St	1 Gb	1 Gb
Richards Career Academy HS	5009 S Laflin St	1 Gb	1 Gb
Richardson Middle Elem	6018 S Karlov	1 Gb	100 Mb
Robinson Elem	4225 S Lake Park Ave	100 Mb	100 Mb
Rogers Elem	7345 N Washtenaw Ave	100 Mb	100 Mb
Roosevelt High School	3436 W WILSON AV	1 Gb	1 Gb

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Current Board Site and Bandwidth Listing

Ruggles Elem	7831 S Prairie Ave	100 Mb	100 Mb
Ruiz Elem	2410 S Leavitt St	100 Mb	100 Mb
Ryder Elem	8716 S Wallace	100 Mb	100 Mb
Sabin Elem	2216 W Hirsch St	100 Mb	100 Mb
Salazar Elem	160 W Wendell St.	100 Mb	100 Mb
Sandoval Elem	5534 S St Louis Ave	100 Mb	100 Mb
Saucedo Elem	2850 W 24th Blvd	100 Mb	100 Mb
Sauganash Elem	6040 N Kilpatrick Ave	100 Mb	100 Mb
Sawyer Elementary	5248 S SAWYER AV	1 Gb	1 Gb
Sayre Elementary	1850 N NEWLAND	1 Gb	1 Gb
Scammon Elem	4201 W Henderson St	100 Mb	100 Mb
Schmid Elem	9755 S Greenwood Ave	100 Mb	100 Mb
Schubert Elem	2727 N Long Av	100 Mb	100 Mb
Schurz High School	3601 N MILWAUKEE AV	1 Gb	1 Gb
Senn High School	5900 N GLENWOOD AV	1 Gb	1 Gb
Seward Elem	4600 S Hermitage Ave	100 Mb	100 Mb
Seward Elem Branch-Holy Cross	4541 S Wood St	100 Mb	100 Mb
Sheridan Elem	533 W 27th St	100 Mb	100 Mb
Sherman Elem	1000 W 52nd St	100 Mb	100 Mb
Sherwood Elem	245 W 57th St	100 Mb	100 Mb
Shields Elem	4250 S ROCKWELL ST	1 Gb	1 Gb
Shields Middle	2611 W 48th St	100 Mb	100 Mb
Shoesmith Elem	1330 E 50th St	1 Gb	100 Mb
Shoop Elem	11140 S Bishop	100 Mb	100 Mb
Simeon HS	8147 S Vincennes Ave	1 Gb	1 Gb
Simpson Acad HS for Young Women	1321 S Paulina St	100 Mb	100 Mb
Skinner Elem	1260 W Adams St	100 Mb	100 Mb
Skinner Elem Branch	225 S ABERDEEN	100 Mb	50 Mb
Skinner North Elem	640 W Scott St	100 Mb	100 Mb
Smith Wendell Elem	744 E 103rd St	100 Mb	100 Mb
Smyser Elem	4310 N Melvina Ave	100 Mb	100 Mb
Smyser Elem Branch	6200 W Patterson	100 Mb	100 Mb
Smyth Elem	1059 W 13th St	100 Mb	100 Mb
Solomon Elem	6206 N Hamlin Ave	100 Mb	100 Mb
Solorio Acad Elem	5400 S Louis Av	1 Gb	1 Gb
Sor Juana Elem	4120 W 57th St	1 Gb	100 Mb
South Loop Elem South Bldg	1601 S Dearborn	1 Gb	100 Mb
South Loop Elem	1212 S Plymouth Court	100 Mb	100 Mb
South Loop Elem Branch	1915 S FEDERAL	100 Mb	10 Mb
South Shore Fine Arts Elem	1415 E 70th St	100 Mb	100 Mb
South Shore International HS	1955 E 75th	1 Gb	1 Gb
SouthEast Area Elem	3930 E 105th	1 Gb	100 Mb
SouthSide Occupational HS	7342 S HOYNE	1 Gb	1 Gb
Spencer Elem	214 N Laverne Ave	100 Mb	100 Mb
Spry Elem	2400 S Marshall Bl	1 Gb	1 Gb
Stagg Elem	7424 S Morgan St	100 Mb	100 Mb

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Current Board Site and Bandwidth Listing

Steinmetz HS	3030 N MOBILE AV	1 Gb	1 Gb
STEM Elem	1522 W Fillmore	100 Mb	100 Mb
Stevenson Elem	8010 S Kostner Ave	100 Mb	100 Mb
Stevenson Middle	4350 W 79th St	100 Mb	100 Mb
Stock Elem	7507 W Birchwood Ave	100 Mb	100 Mb
Stone Elem	6239 N Leavitt St	100 Mb	100 Mb
Stowe Elem	3444 W Wabansia Ave	100 Mb	100 Mb
Suder Montessori Elem	2022 W Washington Blvd	100 Mb	100 Mb
Sullivan HS	6631 N Bosworth AV	1 Gb	1 Gb
Sumner Elem Annex	4320 W 5th St	100 Mb	100 Mb
Sutherland Elem	10015 S Leavitt St	100 Mb	100 Mb
Swift Elem	5900 N Winthrop Ave	100 Mb	100 Mb
Taft HS	6530 W Bryn Mawr Ave	1 Gb	1 Gb
Talcott Elem	1840 W Ohio St	100 Mb	100 Mb
Talman Elem	5450 South Talman Ave	100 Mb	100 Mb
Tanner Elem	7350 S Evans Ave	100 Mb	100 Mb
Tarkington Elem	3330 W 71st St	100 Mb	100 Mb
Taylor Elem	9912 S Ave H	100 Mb	100 Mb
Thomas Velma Early Childhood Center	3625 S HOYNE AV	1 Gb	100 Mb
Thorp James Elem	8914 S Buffalo Ave	100 Mb	100 Mb
Thorp OA Elem	6024 W Warwick Ave	100 Mb	100 Mb
Tilden HS	4747 S UNION AV	1 Gb	1 Gb
Till Emmett Elem	6543 S Champlain	100 Mb	100 Mb
Tilton Elem	223 N Keeler Ave	100 Mb	100 Mb
Tonti Elem	5815 S Homan Ave	100 Mb	100 Mb
Turner-Drew Elem	9300 S Princeton Ave	100 Mb	100 Mb
Twain Elem	5134 S Lotus Av	100 Mb	100 Mb
Uplift HS @ Arai	900 W. Wilson Ave.	1 Gb	1 Gb
Vanderpoel Elem	9510 S Prospect Ave	100 Mb	100 Mb
Vaughn Occupational HS	4355 N Linder Av	1 Gb	1 Gb
Vick Barbara Elem	2554 W 113th St	100 Mb	100 Mb
Vick Barbara Elem-Vick Village Branch	6601 S Kedzie	100 Mb	100 Mb
Volta Elem	4950 N Avers Ave	100 Mb	100 Mb
Von Linne Elem	3221 N Sacramento Ave	100 Mb	100 Mb
Von Steuben HS	5039 N KIMBALL AV	1 Gb	1 Gb
Wacker Elem	9746 S Morgan St	100 Mb	100 Mb
Wadsworth Elem	6650 S Ellis Ave	100 Mb	100 Mb
Walsh Elem & Annex	2015 S Peoria St	100 Mb	100 Mb
Ward James Elem	2701 S Shields Ave	100 Mb	100 Mb
Ward L Elem	646 N Lawndale Ave	100 Mb	100 Mb
Warren Elem	9239 S Jeffery Ave	100 Mb	100 Mb
Washington George Elem	3611 E 114th St	100 Mb	100 Mb
Washington H Elem	9130 S University Ave	100 Mb	100 Mb
Washington, G HS	3535 E 114TH ST	1 Gb	1 Gb
Waters Elem	4540 N Campbell Ave	100 Mb	100 Mb
Webster Elem	4055 W Arthington	100 Mb	100 Mb

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Current Board Site and Bandwidth Listing

Wells Academy HS	936 N ASHLAND AV	1 Gb	1 Gb
Wells Elem	249 E 37th St	100 Mb	100 Mb
Wentworth Elem	1340 W 71st St	100 Mb	100 Mb
West Park Elem	1425 N Tripp Ave	100 Mb	100 Mb
West Ridge Elem	6700 N. Whipple St	100 Mb	100 Mb
Westcott Elem	409 W 80th St	100 Mb	100 Mb
Westinghouse HS	3223 W Franklin	1 Gb	1 Gb
Whistler Elem	11533 S Ada	100 Mb	100 Mb
White Elem	1136 W 122nd St	100 Mb	100 Mb
Whitney, Eli Elem	2815 S Komensky Ave	100 Mb	100 Mb
Whittier Elem	1900 W 23rd St	100 Mb	100 Mb
Wildwood Magnet Elem	6950 N Hiawatha Ave	100 Mb	100 Mb
Woodlawn Elem	6657 S Kimbark Ave	100 Mb	100 Mb
Woodson South Elem	4414 S Evans Ave	100 Mb	100 Mb
Yates Elem	1839 N Richmond St	100 Mb	100 Mb
York Alternative HS	2650 S California	100 Mb	100 Mb
Young Ella Flagg Elem	1434 N Parkside	100 Mb	100 Mb
Young Magnet HS	211 S LAFLIN ST	1 Gb	1 Gb
Zapata Elem	2728 S Kostner Ave	100 Mb	100 Mb
Zapata Elem Branch	2725 S Kolin Ave	100 Mb	100 Mb