

LEGAL NOTICE FOR REQUEST FOR PROPOSAL

Indianapolis Public Schools is soliciting proposals for RFP-27-003, Network Switches and Related Components. Proposals are due before 11:00 AM Eastern on November 12, 2026. RFP contents and electronic proposal submission through <https://indigo.bonfirehub.com>. Contact Nicole Kenney cont917nk@myips.org.

Publish two times:

IBJ (Indianapolis Business Journal) –

Friday September 18, 2026 and Friday September 25, 2026

The Indianapolis Star Classified -

Friday September 18, 2026 and Friday September 25, 2026

DISCLOSURE OF RELATIONSHIPS

FORM A

Failure to Disclose Relationships and to submit the appropriate Conflict of Interest Disclosure Forms will be Sufficient Cause for the Immediate Termination of this Agreement

Please contact IPS Purchasing at purchasing@myips.org to complete appropriate Conflict of Interest Disclosure Forms if any relationship(s) exist as outlined below.

Any Conflict of Interest Disclosure must be approved by the Board of School Commissioners of the City of Indianapolis prior to beginning any work on this Contract.

Agreement dated [Click or tap to enter a date.](#) between the Board of School Commissioners of the City of Indianapolis and [Click or tap here to enter text.](#)

Please describe below your relationship (by blood or marriage), or the relationship of any sole proprietor, partner, owner, co-owner, principal, corporate officer, (by blood or marriage) with any member of the Board of School Commissioners or Indianapolis Public School staff that may be directly or indirectly involved in any of the following **(state “NONE” if no relationship exists)**:

- the procurement, administration and/or execution of this Agreement
- review or approval of payments for this Agreement

Please disclose if you, or any sole proprietor, partner, owner, co-owner, principal, or corporate officer of the Consultant/Vendor is also an employee of the Board of School Commissioners of the City of Indianapolis or Indianapolis Public Schools **(state “NONE” if there is no employment relationship)**:

Company Name

Title

Signature

Date

DIVERSE & LOCAL SUPPLIER UTILIZATION

FORM B

Name & Number of Solicitation: Click here to enter text.

Name of Respondent: Click here to enter text.

Total Bid Amount: Click here to enter text.

☐ YES ☐ NO	1. Is the contractor a certified MBE, WBE, VBE, DOBE or Local Business? If yes, which status(s)? ☐ MBE ☐ WBE ☐ VBE ☐ DOBE ☐ Local Certifying Organization: <u>Click here to enter text.</u>
☐ YES ☐ NO	2. Does the contractor intend to utilize a MBE, WBE, VBE, DOBE or Local Business to help participate in the above project?

What good faith efforts were utilized to increase MBE, WBE, VBE, DOBE and local businesses? Check all that apply and verify, if requested.	
☐	Our firm could not identify a minority, women, veteran, disability owned, or local business to participate in this contract. We have pursued the <i>following efforts below</i> to identify MBE, WBE, VBE, DOBE & local business for this contract.
☐	A. Worked with community groups identified as resources in the MBE, WBE, VBE & Local Business community to identify contractors/suppliers. (i.e. State, NAWBO, City, WBEC, Mid-State MSDC, etc.)
☐	B. Utilize MBE/WBE/VBE/DOBE & local business web directories provided by the State of Indiana and City of Indianapolis to identify certified firms.
☐	C. Negotiated in good faith with interested and certified MBE, WBE, VBE, DOBE & local business to maximize participation.
☐	D. Efforts made to divide total requirements into smaller tasks so that MBE, WBE, VBE, DOBE & local business participation can be maximized.
☐	E. Attended networking events dedicated to MBE, WBE, VBE, DOBE, & local business participation.

List of businesses the respondent plans to utilize.

Acceptable local certifications include, but are not limited to: State of Indiana, City of Indianapolis, Mid-State Minority Supplier Development Council (MSDC), National Minority Supplier Development Council (NMSDC), Women Business Enterprise National Council (WBENC) or Department of Veterans Affairs (VA).

Business Name	MBE, WBE, VBE, DOBE, or Local Designation	Certifying Organization	Scope of Work	Estimated \$ Amount	% of Total Bid Amount (calculated)	Estimated Start and End Date

The contractor representative, on behalf of the bidding firm, verifies that the information provided is correct.

LETTER OF INTENT TO PERFORM SERVICES

FORM C

(To be completed by the MBE, WBE, VBE and Local Business listed on Supplier Diversity Form B Utilization Statement that will participate in the aforementioned project; and submitted to the Board by the Contractor).

The undersigned intends to perform work in connection with the above project as (check one):

☐ a contractor ☐ a joint venture ☐ a subcontractor ☐ a supplier

The MBE, WBE, VBE & Local Business status of the undersigned must be confirmed prior to contract award (a copy of the certification from a qualifying agency must be provided).

The undersigned has agreed to provide the following work, trades, services or supplies:

Click or tap here to enter text.

at the following price \$: _____

Projected Commencement Date: Click here to enter a date.

Projected Completion Date: Click here to enter a date.

The undersigned will enter into a formal contract or purchase order agreement with Enter Company Name here. for the above work, trades, services, or supplies contingent upon prior execution of a contract between said company and Enter Name here.

MBE, WBE, VBE, or Local Business Name

Address

Phone No.

Business Name & Title (please Print)

Signature

E-VERIFY CERTIFICATION

FORM D

Dear Independent Contractor,

The Indiana General Assembly has passed new legislation, I.C. 22-5-1.7, which requires Indianapolis Public Schools ("IPS") to obtain from any entity with which it contracts for services (EXCEPT a self-employed individual who does not employ any employees) certification that the Contractor participates in the E-Verify program and does not knowingly employ unauthorized aliens. Please read the Certification below, sign and return it with the other Required Independent Contractor Information and W-9. Thank you for assisting IPS in complying with this new legislation.

Certification

1. I possess sufficient knowledge of the personnel practices of Contractor to execute this Certification on Contractor's behalf.
2. Contractor has reviewed Indiana Code 22-5-1.7 sections 11 through 16 and has had the opportunity to consult with legal counsel concerning all matters addressed in this Certification and is not relying on IPS's advice or counsel in complying with the legal requirements this Certification addresses.
3. **To the extent Contractor is entering into a Public contract for services with IPS (hereafter "Services Contract") and is not a self-employed person who does not employ any employees, Contractor certifies that**
 - a. Contractor has enrolled in and is verifying the work eligibility status of all of Contractor's newly hired employees through the E-Verify program for the duration of this and any future Services Contract with IPS, unless and until the E-Verify program no longer exists.
 - b. Contractor affirms that it does not knowingly employ or retain in its employ any unauthorized aliens.
 - c. Contractor requires all of its Subcontractors before performing services pursuant to any IPS Services Contract, in any amount, to provide to Contractor a Certification that, at the time of Certification.
 - i. Subcontractor does not knowingly employ or contract with an unauthorized alien; and
 - ii. Subcontractor has enrolled in and is participating in the E-Verify program.
 - d. Contractor certifies that it will keep on file the Certifications referenced in paragraph 3(c) above for the duration of any contract with Subcontractor to provide services to IPS.
 - e. I am an authorized agent of Contractor and acknowledge that if Contractor fails timely to remedy a violation of the provisions of paragraph 3(a) and (b) above under its Services Contract with IPS, IPS will terminate the Services Contract and Contractor is liable to IPS for actual damages.
4. Contractor acknowledges that, to the extent Contractor is not a self-employed person who does not employ any employees, upon execution, this Certification becomes an enforceable provision of any existing or future Services Contract between Contractor and IPS.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true:

Company Name

Title

Signature

Date

CERTIFICATION NOT SUSPENDED DEBARRED

FORM E

CERTIFICATION THAT CONTRACTOR, ITS PRINCIPALS OR SUBRECIPIENTS ARE NOT SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH THE FEDERAL GOVERNMENT

By signing below, Contractor certifies that the Contractor, its principals and/or subrecipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Contractor agrees to notify the Board of School Commissioners in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this Contract and report such termination to Federal authorities. The Contractor representative certifies that he/she has authorization to make such certification and to bind the Contractor to all representations herein

Company Name

Title

Signature

Date

NATIONAL EXPANDED CRIMINAL HISTORY

YOUR CONTRACT WILL NOT BE APPROVED WITHOUT THE SUBMISSION OF CURRENT EXPANDED CRIMINAL HISTORY and Expanded Child Protection Index Checks MEETING THE REQUIREMENTS OF HOUSE ENROLLED ACT 1462 FOR ALL CONTRACTORS OR INDIVIDUALS THAT WILL HAVE DIRECT OR ONGOING CONTACT WITH IPS STUDENTS.

Effective July 1, 2009, House Enrolled Act 1462 passed by the Indiana General Assembly requires that a current expanded criminal history check must be filed with the Board for each Contractor and Contractor employee that is likely to have direct or ongoing contact with IPS students.

An expanded criminal history check as defined by House Enrolled Act 1462, is a criminal history background check that includes a:

1. Search of records of all counties in Indiana and all counties or other governmental units in all states in which the individual resided or a national criminal history background check as defined in Indiana Code 10-13-3-12*, **and**
2. Check of sex offender registries in all 50 states or the national sex offender registry maintained by the United States Department of Justice and expanded Child Protection Index Check (DCS check)

**10-13-3-12: National Criminal History Background Check: As used in this chapter, "national criminal history background check" means the criminal history record system maintained by the Federal Bureau of Investigation based on fingerprint identification or any other method of positive identification.*

Contractors and their legal counsel shall review the requirements of House Enrolled Act 1462 (which defines an expanded criminal history check and modifies Indiana Code 2026-5-10) and file with the Board a current (no older than 90 days) expanded criminal history report meeting the requirements of House Enrolled Act 1462 for each Contractor, Contractor employee, or any person engaged by the Contractor who will have direct or on-going contact with IPS students during its course of work for the Board.

It is the full responsibility of the Contractor to obtain and file the expanded criminal history checks meeting the requirements of House Enrolled Act 1462 for every individual that will provide services and have direct or on-going contact with IPS students during the Contractor's course of work for the Board.

Contractor will pay all expenses related to obtaining the expanded criminal history check.

These requirements are in addition to all requirements related to criminal history stated in your contract with the Board. Failure to meet these requirements will be sufficient cause for the immediate termination of your contract.



PROFESSIONAL SERVICES AND CONSULTING AGREEMENT

This Master Consulting and Professional Services Agreement (“Agreement”) is made as of [ENTER DATE] (the “Effective Date”) by and between the Board of School Commissioners of the City of Indianapolis (the “Board”), having offices at 120 East Walnut Street, Indianapolis, Indiana 46204“, and [ENTER VENDOR’S LEGAL NAME] having offices at [ENTER VENDOR’S LEGAL ADDRESS] (“Consultant”).

RECITALS

WHEREAS, the Board desires to obtain certain consulting and professional services of Consultant as further outlined in Exhibit 1 (the “Services”);

WHEREAS, Consultant desires to provide the Services to the Board; and

WHEREAS, the Board and Consultant desire to set forth the terms and conditions pursuant to which Consultant shall provide to the Board, and the Board shall acquire from Consultant, such Services.

NOW THEREFORE, for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Consultant hereby agree as follows:

AGREEMENT

1. Scope of Services. Consultant hereby agrees to provide the “”Services as outlined in Exhibit 1. Consultant shall furnish all personnel, services, labor, skills, materials, equipment, work, and other things necessary, usual, and customary to perform and complete the Services and such other services as are customarily furnished in connection therewith.
2. Fees and Payment Terms.
 - a. Fees. The Board, (following the submission of such written report(s) meeting the content requirements as specified, if any) and upon receipt of an invoice detailing fees and expenses, will pay to Consultant for the Services to be rendered under this Agreement, \$_____ per hour [or describe other payment terms as appropriate] up to but not to exceed a total amount of \$_____, which sum shall include all time spent performing Services, related expenses and travel.
 - b. Invoices. Consultant will submit an invoice [choose remittance method: [monthly] or [other time period as agreed with IPS]].
 - c. Payment Terms. The Board, upon receipt and approval of an itemized invoice detailing actual hours worked, fees and expenses, will pay to Consultant within thirty (30) days from receipt of Consultant’s invoice.
 - d. Taxes. The Board is exempt from state, federal, and local taxes. The Board will not be responsible for any taxes levied on the Consultant as a result of this Agreement.
3. Additional Services. The parties agree that if additional services are required beyond those specified in Section 1 above, Consultant will notify the Board of such additional services prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized in writing by the Board.

4. Term and Termination.

- a. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of [Contract start date] through [Contract end date] ,unless sooner terminated pursuant to this Section 4.
- b. Termination for Convenience. The Board may terminate this Agreement for convenience upon thirty (30) days' written notice.
- c. Termination for Cause. This Agreement may be terminated by the Board as follows:
 - i. Material breach of the provisions of this Agreement by Consultant and such breach is incapable of cure or, with respect to a breach capable of cure, Consultant does not cure such breach within thirty (30) days after receipt of written notice from the Board;
 - ii. Consultant (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
 - iii. Effective immediately, in the event that funding is not appropriated or otherwise available to support continuation of this Agreement.

In the event of termination, Consultant shall be compensated for all properly performed Services rendered as billed and itemized prior to the date of termination.

5. Consultant's Representations and Warranties. Consultant represents and warrants to the Board that:

- a. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- b. it is in compliance with, and shall perform the Services in compliance with, all applicable laws;
- c. Consultant and Consultant's personnel shall comply with all rules, regulations, and policies of the Board that are communicated to Consultant in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures;
- d. the Board will receive good and valid title to all documents, work product, and other materials that are delivered to the Board hereunder or prepared by or on behalf of Consultant in the course of performing the Services ("Deliverables"), free and clear of all encumbrances and liens of any kind;
- e. to Consultant's knowledge, none of the Services, Deliverables, and the Board's use thereof infringe or will infringe any intellectual property rights of any third party, and, (ii) as of the date hereof, there are no pending or, to Consultant's knowledge, threatened claims, litigation, or other proceedings pending against Consultant by any third party based on an alleged violation of such intellectual property rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Board materials or any instruction, information, designs, specifications, or other materials provided by the Board to Consultant, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Consultant, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any person other than Consultant;

- f. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of one (1) year after completion of the Services; and
- g. Consultant's personnel (i) have the legal right to work in the United States; and (ii) the Board, at its sole cost and expense, shall have background checks conducted on such Consultant personnel as outlined by the Board.
- h. Consultant shall comply with the Board's equal employment opportunity policy and shall not discriminate in its employment practices or decisions on the basis of any protected status under applicable law. Consultant shall include a substantially similar equal employment opportunity clause in any subcontract related to this Agreement.

6. Ownership.

- a. The Board is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all intellectual property rights therein. Consultant agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for the Board. To the extent that any of the Deliverables do not constitute a "work made for hire", Consultant hereby irrevocably assigns, and shall cause the Consultant personnel to irrevocably assign to the Board, in each case without additional consideration, all right, title, and interest in and to the Deliverables, including all intellectual property rights therein.
- b. Upon the Board's reasonable request, Consultant shall, and shall cause the Consultant's personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Board to prosecute, register, perfect, or record its rights in or to any Deliverables.
- c. The Board and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, data, know-how, methodologies, software, and other materials provided to Consultant by the Board (the "Board Materials"), including all intellectual property rights therein. Consultant shall have no right or license to use any Board Materials except solely during the Term of this Agreement to the extent necessary to provide the Services to the Board. All other rights in and to the Board Materials are expressly reserved by the Board.

- 7. Indiana Public Contract Requirements. This Agreement is subject to Indiana law, including IC 20-26-5-4.1. This Agreement shall be governed exclusively by the laws of the State of Indiana, without regard to conflict-of-law principles. The District does not indemnify, defend, or hold harmless Vendor, Consultant, Contractor, or any third party. Any provision requiring the District to indemnify, defend, or hold harmless Vendor, Consultant, Contractor, or any third party, including for that party's negligence, intentional acts, omissions, or those of its agents, employees, subcontractors, or independent contractors, is void and unenforceable. This Agreement shall not automatically renew, and any automatic renewal provision is void and unenforceable. In the event of conflict between this section and any other agreement, order form, purchase order, quote, online terms, incorporated document, vendor policy, or prior amendment, this section controls.
- 8. Independent Contractor. The parties agree that Consultant's relationship to the Board shall be that of an independent contractor and not as an agent, employee, partner, or joint venture and that the employees or agents of Consultant shall not be deemed or construed to be employees of the Board for any purposes whatsoever.
- 9. Subcontracting. Consultant may not subcontract for the performance of any of its obligations under this Agreement without the prior written consent of the Board. When the term Consultant is used, unless the context clearly is otherwise, such term shall also include Consultant's subcontractors.

10. Criminal History. Consultant hereby agrees to:

- a. obtain and submit to Indianapolis Public Schools (“IPS”) for review an expanded criminal history (as defined by House Enrolled Act 1462) for him, her and/or for each of its employees, agents or subcontractors who is likely to have direct, ongoing contact with IPS students in connection with performing school-based contracted services; and
- b. advise IPS, in writing, of Consultant’s criteria for screening employees who will perform work for IPS.

An expanded criminal history provided to the Board must be no more than three months old and must be obtained before the person begins to perform any work for IPS. Any information obtained from an expanded criminal history will be used in accordance with IC 10-13-3-29.

Consultant and all employees, agents or subcontractors of Consultant that have contracts to provide services to IPS are required by law to notify the Board if, during the course of that contract, Consultant or the employee is convicted in Indiana or in any other jurisdiction of any of the following offenses: murder; aggravated battery; kidnapping; criminal confinement; a sex offense under IC 35-42-4; carjacking; arson; incest; neglect of a dependent; child selling; contributing to the delinquency of a minor; an offense involving a weapon under IC 35-47 or IC 35-47.5; and offense relating to controlled substances under IC 35-48-4; and offense relating to material or a performance that is harmful to minors or obscene under IC 35-49-3; and offense relating to operating a motor vehicle while intoxicated under IC 9-30-5; an offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of the conviction was entered under the law of any other jurisdiction; or an attempt to commit one of the foregoing crimes.

Consultant or the Consultant’s’ employees, agents, and/or subcontractors are responsible for all costs associated with obtaining the criminal histories.

11. **Disclosure of Relationships.** Consultant certifies and warrants that this Agreement and the Services provided hereunder will not be performed under the direct or indirect administrative control of or be reviewed or approved or paid for by any member of the Board, or any administrator, educator, agent or employee of the Board who stands in the relation or dependent to Consultant (as defined by IC 35-44-1-3) or who is otherwise related to Consultant by blood or by marriage, except as disclosed on **Form A**, attached and made part hereof. Any violation of this provision or failure to disclose the relationship shall be cause for immediate termination of the Agreement. **Consultant shall complete and submit Form A (Disclosure of Relationships) prior to the Effective Date. Failure to complete this form will delay processing of this Agreement.**
12. **Supplier Diversity.** Consultant and any subcontractor agree that they will review the IPS policy on Minority (MBE), Woman (WBE), Veteran (VBE), and Local Business Enterprise for Contractors and comply with such policy. **Consultant shall complete and submit Form B (Utilization Statement) and Form C (Letter of Intent to Perform Services) prior to the Effective Date. Failure to complete these forms will delay processing of this Agreement.**

Consultant shall advise the Board, not less frequently than monthly, of the status of its compliance with this section. Any and all changes in previously reported anticipated MBE, WBE and VBE utilization shall be reported to the Board promptly, in writing, with appropriate documentation and reasons.

13. **Indemnification.** Consultant shall defend, indemnify and hold the Board harmless from and against any and all liabilities, damages, losses, costs, or expenses of any nature, including all costs, expenses, and attorneys’ fees (“Claims”), arising out of Consultant’s or its employees’ performance of the Services or its obligations under this Agreement, to the extent that such Claims arise out of or are caused by (i) the breach of this Agreement; (ii) claim of personal injury, death or damage to property to the extent attributable to the negligence or intentional misconduct of the Consultant, its officers, employees, and agents for whom Consultant is legally liable in performing the Services under this Agreement, except to the extent such Claims are caused by the negligence or intentional misconduct of the Board; and (iii) a violation of law, ordinance or rule applicable to the Consultant or the Services, including permit and licensing requirements, tax obligations, worker’s compensation or unemployment regulations. ’

14. Force Majeure: Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control including, but not limited to, the following force majeure events: (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (a "Force Majeure Event"). The Impacted Party shall promptly notify the other Party in writing, but in no event later than thirty (30) days from the occurrence of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event is minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following notice given by it, the other party may thereafter terminate this Agreement.
15. Insurance. Consultant shall maintain primary comprehensive general liability insurance, including bodily injury and property damage coverage in an amount no less than \$ 3,000,000. The coverage minimum shall apply to specific and aggregate limits. The coverage shall protect against the acts or omissions of the Consultant, its officials, employees and agents. Evidence of insurance coverage for Consultant shall be promptly provided to the Board upon written request by the Board. Consultant shall immediately forward to the Board any notice of cancellation or nonrenewal of coverage that it receives from its insurer and shall provide immediate notice of any actual cancellation or nonrenewal. Consultant shall not refuse to submit a claim to its insurance carrier or fail to pursue insurance reimbursement in a manner that would reduce the Board's indemnity rights under this Agreement.
16. E-Verify Certification. Pursuant to Indiana Code 22-5-1.7, any Consultant providing services to IPS certifies that it has enrolled in and is verifying the work eligibility status of all newly hired employees through the E-Verify program for the duration of this and any future contracts for services with IPS, unless and until the E-Verify program no longer exists. Consultant affirms that it does not knowingly employ or retain in its employ any unauthorized aliens, which includes any persons whose immigration status makes them ineligible to work for Consultant. Consultant requires all of its Subcontractors, before performing services under this Contract, in any amount, to provide to Consultant a certification that, at the time of certification, (a) Subcontractor does not knowingly employ or contract with any unauthorized aliens, meaning any persons whose immigration status makes them ineligible to work for Subcontractor, and (b) Subcontractor has enrolled in and is participating in the E-Verify program. Consultant certifies that it will keep on file these Subcontractor certifications referenced for the duration of any contract with Subcontractor to provide services under this or any future contract with IPS. This provision does not apply to Consultants who are self-employed and do not employ any employees or to any Consultant who is not providing services to IPS. **Consultant shall complete and submit Form D (E-Verify Certification) prior to the Effective Date. Failure to complete this form will delay processing of this Agreement.**
17. Consultant Not Suspended or Debarred. By signing this Agreement, Consultant certifies that the Consultant, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Consultant agrees to notify the Board in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment, will be sufficient cause to terminate this Agreement and report such termination to federal authorities. Consultant certifies that he/she has authorization to make such certification and to bind the Consultant to all representations herein. **Consultant shall complete and submit Form E (Certification Not Suspended Debarred) prior to the Effective Date. Failure to complete this form will delay processing of this Agreement.**

18. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create or extend any rights to any third parties as third-party beneficiaries.
19. Time of the Essence. The Board and Consultant hereby agree that time is of the essence of this Agreement. Consultant shall commence performance of the Services as soon as practicable upon the execution of this Agreement and shall provide the Services contemplated herein as expeditiously as possible.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
21. Notices. Unless otherwise provided, all notices, consents or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered personally, (b) three (3) business days after being mailed by first-class mail, postage prepaid, or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the Parties at their respective addresses stated below.

If to the Board:

[_____]
[_____]
[_____]

Attention: [_____] , Chief Financial Officer

If to Consultant:

[_____]
[_____]
[_____]

Attention: [_____]

22. Waiver. Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any such term, covenant or condition, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances..
23. Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby.
24. No Assignment. Except as otherwise provided herein, Consultant shall not assign, transfer or subcontract the whole or any part of this Agreement without the prior written consent of the Board. Consultant will not sell, assign, or pledge this Agreement as collateral for a loan or take any other action which may tend to encumber the direct contractual relationship between the Board and the Consultant without the express prior written consent of the Board.
25. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modifications shall be effective unless same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Indianapolis, Indiana, on the day first mentioned above.

THE BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

[CONSULTANT]

Weston R. Young

Professional Services Agreement Revised July 2026

Consultant Printed Name

Chief Financial Officer

Date

IPS ED or Chief
Title

Date

Consultant Title

Date

EXHIBIT 1
SCOPE OF SERVICES

DATA PROTECTION ADDENDUM

DATA PROTECTION ADDENDUM

By and Between

<Vendor Name

and

The Board of School Commissioners of the City of Indianapolis

THIS document is an ADDENDUM to Professional Services Agreement for Live Virtual Instruction Services.

1. Definitions.

- A. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- B. "District" means Indianapolis Public Schools.
- C. "District Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the District on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data and metadata.
- D. "End User" means the individuals authorized by the District to access and use the Services provided by the Vendor under this Agreement.
- E. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in the laws of the State of Indiana; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal- identification numbers such as passport, visa or state identity card numbers.
- F. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- G. "Security Breach" means an event in which District Data is exposed to unauthorized disclosure, access, alternation, or use.
- H. "Services" means any goods or services acquired by the District from the Vendor, including computer software, mobile applications (apps), and web-based tools accessed by students and/or their parents via the Internet and used as part of the school activity.
- I. "Vendor" means the firm or vendor selected by the District.
- J. "Mining District Data" means to search through, access, or extract District Data, metadata, or information which is not necessary to accomplish the purpose(s) of this Agreement.

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2. **Rights and License in and to District Data.** The parties agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the exclusive property of the District, and Vendor has a limited, nonexclusive license as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give Vendor any rights, implied or otherwise, to District Data, content, or intellectual property, except as expressly stated in the Agreement.

3. **Intellectual Property Rights/Disclosure.**

- A. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Vendor (or its subcontractors) for the District will not be disclosed to any other person or entity.
- B. Vendor warrants to the District that the District will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all district-created intellectual property created in the performance of this Agreement to the District, and will execute any future assignments or other documents needed for the District to document, register, or otherwise perfect such rights.
- C. Notwithstanding the foregoing, for grant collaboration pursuant to subcontracts under sponsored grants, intellectual property rights will be governed by the terms of the grant or contract to the District to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. **Data Privacy.**

- A. Vendor will use District Data only for the purpose of fulfilling its duties under this Agreement, which are for the exclusive purpose of providing educational services for the District and its students, and will not share such data, including anonymized data, with or disclose it to any third party without the prior written consent of the District, except as required by federal law or the law of the state of Indiana.
- B. District Data will not be stored or processed outside the United States without prior written consent from the District.
- C. Vendor is under the direct control of the District with respect to the District Data. Vendor will provide access to District Data only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under this Agreement. Vendor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If Vendor will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purpose of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the District Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the Education records only for the purpose of fulfilling its duties under this Agreement for District's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the District.
- D. Vendor will not use District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this agreement or otherwise

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authorized in writing by the District.

- E. Vendor agrees to assist District in maintaining the privacy of District's Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA) and The Children's Online Privacy Protection Act (COPPA).

5. **Data Security.**

- A. Vendor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic District Data will be encrypted in transmission and at rest.
- B. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. **Employee and Subcontractor Qualifications.**

- A. Vendor shall ensure that its employees and subcontractors who have potential access to District Data possess all needed qualifications to comply with the terms of this agreement.
- B. Vendor shall ensure that staff and sub-contractors who have potential access to District data are vetted through criminal history and sex offender background checks.

7. **Data Authenticity and Integrity.** Vendor will take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity.

8. **Security Breach.**

- A. **Response.** Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of District Data, Vendor will notify the District in accordance with Section 18, fully investigate the incident, and cooperate fully with the District's Investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District.
- B. **Liability.** In addition to any other remedies available to the District under law or equity, Vendor will reimburse the District, up to but not exceeding the amount District paid Vendor for Vendor software, for all costs incurred by the District in investigation and remediation of any Security Breach caused in whole or in part by Vendor or subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the District as a result of the Security Breach.

9. **Response to Legal Orders, Demands or Requests for Data.**

- A. Except as otherwise expressly prohibited by law, Vendor will:
 - i. Immediately notify the District of any subpoenas, warrants, or other legal

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- orders, demands or requests received by Vendor seeking District Data;
 - ii. Consult with the District regarding its response;
 - iii. Cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the District's request, provide the District with a copy of its response.
- B. If the District receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Indiana Freedom of Information Act) ("requests") or request seeking District Data maintained by Vendor, the District will promptly provide a copy of the request to Vendor. Vendor will promptly supply the District with copies of records or information required for the District to respond and will cooperate with the District's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration.

- A. Upon termination or expiration of this Agreement, Vendor will ensure that all District Data are securely returned, destroyed or exported to universal file format as directed by the District. Transfer to the District or a third party designated by the District shall occur within a responsible period of time, and without significant interruption in service.
- B. Vendor will notify the District of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the District access to Vendor's facilities to remove and destroy District- owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the District.

11. Audits.

- A. The District reserves the right in its sole discretion to perform audits of Vendor at the District's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applied to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of District Data.
- B. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of District Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the District's financial statements, Vendor will at its expense conduct or have conducted annually at least one of the following :
- i. American Institute of CPSS Service Organization Controls (SOC) Type II audit, or other security audit with audit objective deemed sufficient by the District, which attests the Vendor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner approved by the District, of Vendor's electronic systems and facilities that are used in any way to deliver electronic service under this Agreement; and/or
 - iii. formal penetration test, performed by a process and qualified personnel approved by the District, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- C. The Vendor will provide the District upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The District may require, at District expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the District.

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12. **Institutional Branding.** Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

13. **Compliance.**

- A. Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the District's facilities will comply with all applicable District policies regarding access to, use of, and conduct within such facilities. The District will provide copies of such policies to Vendor upon request.
- B. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations under this agreement will be subject to and will comply with each and every term of this Data Protection Addendum in the same manner that Vendor itself is subject to the terms of this Data Protection Addendum.
- C. Vendor warrants that the service it will provide to the District is fully compliant with and will enable the District to be in compliance with relevant requirements of all laws, regulation, and guidance applicable to the District and/or Vendor, including but not limited to: the Children's Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act. (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), Section 508 of the Americans with Disabilities Act and the associated Web Content Accessibility Guidelines (WCAG), and Federal Export Administration Regulations.

14. **Conflict Other Agreements Between the Parties.** If there is any conflict or potential conflict between the terms of this Data Protection Addendum and the terms of any other agreements between the parties, the terms of this Data Protection Addendum shall control.

15. **No End User Agreements.** This Agreement is the entire agreement between the District (including District employees and other End Users) and the Vendor. In the event that the Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with District employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

16. **Terms and Terminations.**

- A. **Term.** This Addendum will become effective when the Vendor accepts the Purchasing Terms and Conditions and is issued a Purchase Order for goods or services or receive payment by purchase card or check which necessitate that the Vendor create, obtain, transmit, use, maintain, process, or dispose of District Data in order to fulfill its obligations to the District. It will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this section. In addition, certain provisions and requirements of this Addendum will survive its expiration or other termination in accordance with Section 15 herein.
- B. **Termination by the District.** The District may immediately terminate the Agreement if the District makes the determination that the Vendor has breached a material term of this Data Protection Addendum.
- C. **Automatic Termination.** This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement between the Parties.

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17. Survival. The Vendor's obligations under Section 10 shall survive termination of this Agreement until all District Data has been returned or Securely Destroyed.

18. Notices. Any notices to be given will be made via certified mail or express courier to the address given below, except that notice of a Security Breach shall also be given as provided in Section 8.A. of this Addendum.

If to the Vendor:

<Vendor>
<Contact name and title if known>
<Address>
<City, State, Zip>

If to the District:

Laraine D. Zook
Procurement Manager
Indianapolis Public Schools
120 E Walnut St
Indianapolis, IN 46204

If notice concerns a Security Breach:

Ashley Cowger
Executive Director of Strategy & Integration
Indianapolis Public Schools
120 E Walnut St
Indianapolis, IN 46204

19. Advertisement. Any and all forms of advertisement, directed towards children, parents, guardians or District employees, as a result of this Agreement, shall be strictly prohibited.

20. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Circuit Court for Marion County, Indiana.

SO AGREED:

INDIANAPOLIS PUBLIC SCHOOL BOARD
BY: _____

VENNDOR NAME
BY: _____

Title: _____

Title: _____

Date: _____

Date: _____