

**REQUEST FOR PROPOSALS
FOR
PK-12 CURRICULUM CONTENT AND STUDENT ASSESSMENT PLATFORM**

**Specification No. 18-350028
Advertisement Date: June 7, 2018**



**Required for use by the Board of Education of the City of Chicago
(Chief Education Office)**

Pre-Submittal Conferences will be held on June 26, 2018, at 11 a.m. Central Time and on July 11, 2018, at 11 a.m. Central Time, at the Chicago Public Schools Headquarters, 42 W. Madison Street, GC113, Chicago, Illinois. CPS anticipates that there will be many questions, thus more than one pre-submittal conference will be held. However, CPS does not intend to use the second conference as a time to review and restate what was stated in the first conference. Proposers with questions should attend the first conference and decide whether or not to attend the second conference. Attendance is not mandatory, but encouraged. A MBE/WBE Networking Session will follow immediately after the Pre-Submittal Conferences.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3 P.M. CENTRAL TIME
ON AUGUST 2ND, 2018**

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

**RAHM EMANUEL
MAYOR**

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

**FRANK M. CLARK
PRESIDENT**

**JONATHAN MAPLES
CHIEF PROCUREMENT OFFICER**

**For Current Bid/RFQ/RFP Information:
<http://cps.edu/procurement>**

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- Attachment A: Contractor's Disclosure Form
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I. GENERAL INVITATION AND INSTRUCTIONS

REQUEST FOR PROPOSALS (RFP) FOR PK-12 CURRICULUM CONTENT AND ASSESSMENT PLATFORM 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”, “CPS” or “District”) invites the submission of proposals from firms (“Proposers”) that wish to provide PK-12 curriculum content and an assessment platform to the Board. 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.).

PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY ACCORDING TO THE INSTRUCTIONS CONTAINED IN THE SUBMITTAL REQUIREMENTS SECTION OF THIS REQUEST FOR PROPOSAL. IF PROPOSER DESIGNATES ANY PORTION OF ITS SUBMITTAL AS EXEMPT UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT (“FOIA”), PROPOSER SHALL ALSO PROVIDE ONE (1) ELECTRONIC VERSION OF THE REDACTED PROPOSAL.

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 AUGUST 2ND, 2018 AT 3 P.M. CENTRAL TIME THROUGH THE FOLLOWING LINK:

<https://cps.bonfirehub.com/opportunities/private/2add166fd38f9a5bd6c55c44e8f0b46b>

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. No late submissions will be considered, except in the case of an error by CPS.

Downloading Solicitations/Addenda:

The RFP document, all attachments, and any addenda to this RFP are available for download from the Board’s website at: <http://cps.edu/procurement>.

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 April Stewart at adstewart11@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 TUESDAY, JUNE 12TH AT 3PM (CENTRAL TIME).

All written questions received by the deadline will be answered at the Pre-Submittal Conferences and a written clarification or response will also be posted on the Board's website where it will be available for review by all Proposers prior to the submission deadline. Late questions will not be answered. Oral clarifications offered by any Board employee will not be binding on the Board.

Addenda: Any revision or expansion of the terms, conditions, or specifications provided in this 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 posted on the Board's website not less than seventy-two (72) hours before the submission deadline. A copy of any such addendum will be posted on the Office of Procurement website at <http://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.

Errors, Omissions and Withdrawal of Proposals:

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 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 in the Board's sole discretion. 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. Should Proposer consider that changes in the terms and conditions provided as part 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.

Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP. Proposals may be withdrawn at any time prior to the scheduled opening time. All requests to withdraw must be in writing; oral requests will not be honored. The request should be labeled and addressed in the same way as the original Proposal and should be clearly marked to indicate that it is a withdrawal of the Proposal. Resubmission of a withdrawn Proposal will be considered a new Proposal and must be submitted prior to the due date.

Contract Period

The Contract for the Products and Services described in this RFP will commence at contract execution, or upon a date certain as specified by the Board, and shall be for an initial term of three (3) years. The Board will have three (3) option[s] to renew the Contract for a period of one (1) year each.

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II. SCOPE OF PRODUCTS AND SERVICES

I. INTRODUCTION

CPS PK-12 Curriculum System

The Board is seeking products and services as described in this RFP to support implementation of the District's **PK-12 Curriculum System ("System")**. In direct alignment with the District's three-year vision, the system is designed to drive the academic progress of every child, in every neighborhood. At the core of the System is a rigorous, culturally-relevant digital curriculum that addresses the needs of all students, including English learners and students receiving specialized services. All content areas included in the curriculum will be vertically aligned in grades pre-kindergarten ("PK") through 12 and horizontally aligned with cross-disciplinary elements embedded.

Once implemented, the System will be a coherent, dynamic collection of programs, policies, technologies and supports that will include the following:

- a seamless Scope and Sequence for grades PK through 12 for six content areas: Arts, English/Language Arts, Math, Science, Social Science and World Languages;
- a comprehensive, customized and standards-aligned, PK-12 digital curriculum for Arts, English/Language Arts, Math, Science, Social Science and World Languages that is vertically and horizontally aligned and intentionally designed for all students, including English Learners and students receiving specialized services
- a curated collection of standards-aligned, supplemental resources centralized in the District's Learning Object Repository (LOR);
- tightly-aligned, instruction-centered programs, services and supports (including professional learning) for teachers, school leaders and network/central office teams;
- a modern student assessment and analytics platform configured to provide teachers with the data they need to inform their instructional practice and District leaders with the data they need to effectively support schools; and
- a formal suite of interoperating technologies (plug and play architecture) that improves the user experience for teachers, students and parents, diminishes administrative burdens for employees and supports the District's digital transition.

General Conditions and Expectations – CPS Standards, Frameworks and Context

It is critical that all Proposers understand the complexities of Chicago Public Schools. This section lists the standards and frameworks that the District has adopted and the context in which they are applied.

CPS is a large, diverse urban school district. Proposers selected through this RFP will collaborate with District leaders from several CPS departments to provide products and services for use by approximately 380,000 students in grades PK through 12 in approximately 520 schools.

The following are general conditions and expectations for the products and services provided pursuant to this RFP:

1. All content – curriculum and assessment – must be free from bias; fair across race, religion, ethnicity and gender; and culturally relevant and mindful of the integration of diverse communities, cultures, histories and contributions. This includes attention to

African-American, Latinx, Asian, indigenous, women, LGBTQ, religious minorities (including Muslims), working class people and youth. Proposals must include analysis of how Proposer's solution is bias-free and culturally relevant.

2. Content (curriculum and assessment) and technical functionality must support the needs of our English Learners ("ELs") and students receiving specialized services (Special Education). All web-based content must be WCAG compliant for students with special needs.
3. CPS has adopted the Multi-Tiered System of Supports (MTSS) Framework to ensure all students receive high-quality, differentiated instruction and targeted supports for their academic, social, emotional, and health/wellness needs. To implement MTSS with fidelity, a high quality curriculum must be available to every teacher in every classroom. Additionally, effective systems and structures must allow for increased instructional time and/or intensity for students who require additional academic and/or SEL supports. All elements of the curriculum system solicited via this RFP should align clearly and directly to MTSS. The curriculum must support the development of social and emotional skills, and guide users in ways that provide emotional support and use language to bring focus to these skills and their relevance to success in school, college, career, and life. Social and emotional skills include understanding one's own emotions and values, taking on different perspectives, demonstrating caring and concern for others, establishing healthy relationships, making responsible decisions, and setting and achieving goals. The application of these skills must be explicit in materials for all content areas. Suggested practices should include cooperative learning structures, goal-setting, student choice, self-reflection, and practices that strengthen classroom community.
4. Any resources proposed in response to this RFP, including but not limited to any text passages should meet requirements for content and genres — i.e., grade appropriate content, passage length, and text complexity. Proposer should provide analysis of each resource's qualitative and quantitative text complexity. The system for determining item quality and correlation to standards should also be available and made transparent to CPS educators who seek this information.
5. Generally speaking, differentiation requires teachers to leverage 1) Universal Design for Learning (UDL) and/or 2) strategies for increased student accessibility (ELs, SELs, students receiving specialized services, low-achieving students, accelerated/gifted learners, etc.) and/or 3) alternative methods of teaching the standards/interventions that ensure students have additional (individualized) opportunities to connect to the learning. These approaches to differentiation should be evident in the Curriculum Samples submitted as part of the proposal.
6. It is likely that CPS will identify specific approaches/strategies for curriculum development (e.g. Model Based Inquiry). Successful proposals will commit to flexibility in design/development processes to ensure alignment with CPS' preferences.
7. Given that the implementation of the curriculum system will differ across CPS, successful Proposer(s) will provide curriculum and assessment resources and technical functionality that may be leveraged flexibly within that variable context.
8. Curriculum content, including assessments, will be designed and developed by the Proposer, but CPS will have the ability to recommend modifications. Sufficient time

must be allocated in the schedule for thorough review and modification by District educators prior to any dissemination to networks or schools.

9. The District is intentionally and strategically attempting to expand classroom walls by ensuring modern digital tools/resources are available to students and teachers 24 x 7. This digital transition requires the establishment and/or organization of core systems, processes, technologies and standards for systems interoperability. CPS intends to leverage its current suite of core applications (currently or in the process of being implemented: Follett/Aspen, Safari Montage, Google/G Suite for Education, Identity Automation/RapidID, collectively “enterprise systems”) and the student assessment platform procured via this RFP to create the foundation of the District’s technical ecosystem. This RFP is not soliciting secondary platforms to house, track and/or distribute instructional content for the PK-12 Curriculum System. All instructional materials/content/resources will be accessed, distributed, described (metadata), tracked and reported via the District’s enterprise systems, including but not limited to those referenced above.
10. CPS is establishing a consistent taxonomy for content stored and/or distributed via the enterprise systems. Tags/meta-data must be included with all content, including supplemental resources, for ingestion in the enterprise systems. All content submission requirements (format, hierarchies, tagging/metadata, etc.) will be prescribed by CPS during the performance of services under a contract resulting from this RFP. In most cases, compliance with certain IMS Global standards (Thin Common Cartridge, LTI. etc.) will be required. Additionally, video(s) must be fully segmented for ease of use as a full program and searchable for relevant content segments therein.
11. All resources should be able to be used individually or combined in lessons, playlists, etc. for varied instructional purposes.
12. Content provided or suggested must be available in different formats (e.g. video, documents, interactive files, eBooks, images, audio files) to appeal to different learning styles and instructional needs.
13. CPS has an existing set of internally-developed and/or procured curriculum elements (units, lessons, etc.) that must be included in the curriculum. Successful Proposers will modify (as needed) and align these elements in the broader curriculum. The volume of existing curricular elements varies by content area.
14. As described in this RFP, Proposer’s solution for the curriculum system may include supplemental instructional resources. However, CPS has already made significant investment in digital supplemental resources. Successful Proposer(s) will be required to utilize existing those resources before supplying additional materials or requiring CPS to procure or use any third party resources. Proposer should clearly state in the Curriculum Sample and cost proposal: (1) when and where additional resources are required for use as part of its proposed solution; and (2) the cost of any supplemental instructional resources that are suggested or required, including whether the specified instructional resources are offered directly by Proposer or may be purchased separately from a third party.
15. Content provided must be curated from respected educational publishers and kept up-to-date. CPS maintains the right to reject certain content and/or educational publishers

based on a quality assessment. OERs are only appropriate if they are high quality and Proposer can guarantee their accessibility throughout the term of the contract. Proposals should clearly include information to the extent that Proposer's content has obtained certifications or scores from independent organizations such as EdReports.

16. As stated in the terms and conditions set forth in this RFP and that will be set forth in any subsequent contract that may be entered into between the Board and a successful Proposer, Proposer(s) must agree, in writing, to adhere to all federal, state, and local laws and regulations regarding privacy of student and teacher data and will acknowledge in writing that the system is secure and that only authorized personnel, identified by CPS, are able to access data and reports which are submitted to the Proposer or produced by or with the use of the Proposer's products and services.
17. As further stated in the terms and conditions set forth in this RFP and that will be set forth in any subsequent contract that may be entered into between the Board and a successful Proposer, all data submitted, added, developed, created, or modified by CPS, either by its employees, agents, subcontractors, or students through the use of Proposer's products must remain the property of CPS. Successful Proposers must agree to respond in a timely fashion to requests for data files which include, but are not limited to, student data and student assessment results, with file descriptions.
18. Proposers must agree to transfer all content and data, including assessments, results, and reports, to the District in a usable and readable format throughout the term of any contract and in the event of termination of any contract(s). The District will define the transfer process for Successful Proposer(s) at the point of contract.
19. CPS would prefer to contract with as few vendors as possible to provide the products and services described in this RFP. If a single proposer is unable to address the full scope of this RFP, CPS encourages Proposer to propose working with other vendors in a subcontractor or joint venture relationship and should identify such subcontractors and joint venturers as part of its Proposal. Proposer will be expected to describe in its Proposal how it will manage the subcontractor or joint venture relationship and will be expected to remain financially and legally responsible and obligated to CPS, regardless of whether products and services are directly or indirectly provided.
20. All content must be accurately translated to Spanish. For videos and other resources with audio, Spanish language tracks and closed-captioning (English and Spanish) should be provided. Inclusion of tracks from other languages (in addition to Spanish) would be a strong benefit for the Proposer.
21. Successful Proposer(s) will be required to collaborate extensively with CPS staff (i.e., Teaching and Learning, ITS, school leadership/staff, etc.) and partners (funders, university partners, and vendors, including Follett, Safari Montage, Identity Automation, Google, etc.). Proposers must commit to ongoing, professional collaboration that adjusts to the ever-changing circumstances of a large, complex, public environment.
22. Content and technical functionality must demonstrate alignment/compliance with the standards, frameworks and strategies listed below.
23. As standards are updated and priorities shift, the successful Proposer(s) will be expected to modify/adjust content and products to ensure alignment with District

standards, frameworks, strategies and context throughout the term of any contract and any renewals.

Current Standards/Frameworks/Strategies List

Proposer’s Products and Services should be compliant with and in accordance with the applicable statutes, laws, requirements and regulations including but not limited to the Illinois School Code and the Chicago Municipal Code. Additionally, the Products and Services shall be aligned with the District’s current standards, frameworks, and strategies, which include the following:

Content Area	Standards/Frameworks/Strategies
ALL	<ul style="list-style-type: none"> ● WIDA (ELD & SLD) ● World-Readiness Standards for Learning Languages (ACTFL Standards) ● CPS Framework for Teaching ● Multi-Tiered Systems of Support (MTSS) ● Universal Design for Learning (UDL) ● Illinois Learning Standards ● Illinois Social and Emotional Learning Standards
Arts	<ul style="list-style-type: none"> ● Illinois Arts Learning Standards ● Chicago Guide for Teaching and Learning in the Arts ● Arts Addendum to the CPS Framework for Teaching
English/Language Arts	<ul style="list-style-type: none"> ● Illinois State Standards
Math	<ul style="list-style-type: none"> ● Illinois State Standards
Science	<ul style="list-style-type: none"> ● Next Generation Science Standards
Social Science	<ul style="list-style-type: none"> ● Illinois State Standards
World Languages	<ul style="list-style-type: none"> ● American Council on the Teaching of Foreign Languages ● World-Readiness Standards for Learning Languages
Other	<ul style="list-style-type: none"> ● Interoperability (IMS Global)

The successful Proposer(s) will be expected to work with CPS on any modifications or adaptations to its products and services that may be necessary during the term of the contract and any renewal terms because of changes to the applicable standards, frameworks and strategies.

Core Content Areas and Associated Disciplines/Courses

Proposers seeking to provide the curriculum and/or assessment content development services for any given content area are expected to provide products and services to meet the needs of all disciplines within that content area, although all disciplines may not be addressed at the point of contract.

The lists below identify the core content areas and the disciplines/courses that are expected to be addressed within each content area with the successful Proposer(s) collaborating with CPS's content area teams during the contract term to develop the courses. These lists are subject to further development and change during the term of any contract arising from this RFP.

Proposals should confirm that all disciplines listed below within a content area will be addressed. Interdisciplinary elements must also be included in every content-specific curriculum, so Proposers should be familiar with the entire list. If Proposer has additional disciplines/courses that it would like to suggest or propose as part of the Proposal or during the contracting period, the Board encourages Proposer(s) to include those in its Proposal.

For High School (HS) courses, CPS may require an Honors version of the curriculum, or modifications within the curriculum for Honors-level courses.

Arts Disciplines and Courses

- Visual Arts
 - ES: Art Standards (all grades) and Visual Arts (all grades)
 - HS: Visual Arts I-IV, Art History, Studio Drawing and Painting, Photography, Studio Sculpture, Ceramics, Digital Imaging, Mixed Media, Textile-Fiber Art, Fashion Design, Printmaking
- Dance
 - ES: Dance (all grades)
 - HS: Dance I-IV
- Music
 - ES: Music (all grades)
 - HS: Beginning/Intermediate/Advanced Band, Beginning/Intermediate/Advanced Choir, Beginning/Intermediate/Advanced Orchestra Band, Beginning/Intermediate/Advanced Piano, Beginning/Intermediate/Advanced Guitar, Modern Band, Music Theory, Jazz Band I-IV, Mariachi, Marching Band I-III, Electronic Music, General Music and Digital Music Production/Sound Engineering
- Theatre
 - ES: Drama/Theatre (all grades)
 - HS: Theatre I-IV, Directing, Playwriting, Theatre Production and Musical Theatre
- Media Arts
 - ES: Media Arts (all grades)
 - HS: Film, Animation, Broadcasting, Multimedia Art, Graphic Design, 2-D Design, 3-D Design

ELA Courses

- ES: Chicago Reading Framework, Communication Arts, Journalism, KG Library, KG Listening Stand, KG Speaking, KG Writing Standards, Library and Information Technology, Library Science, Listening Standards, Literacy Enrichment, Media Studies, Native Language Studies, Reading Enrichment, Reading Extended, Research Standards, Speaking Standards, Writers Workshop, Writing Enrichment and Writing Standards.
 - Additionally, the State of Illinois requires completion of a unit of study in cursive, and CPS is recommending a 5-week unit in 4th grade.
- HS: English I, American Studies English, English II, African American Literature, Asian American Literature, Contemporary Literature and Language, English III, Latin American Literature and English IV.

Mathematics Courses

- ES: Math Standards (all grades)
- HS: Algebra, Geometry, Advanced Algebra/Trigonometry

Science Courses

- ES: Science Standards (all grades)
- HS: Biology, Chemistry, Physics

Social Science

- ES: Social Science Standards (all grades)
- HS: World Studies, Human Geography, US History

World Languages Courses

- Spanish
- French

II. CATEGORIES OF PRODUCTS AND SERVICES

This RFP is organized in two inter-related categories:

1. **PK-12 Curriculum and Assessment Content for Arts, English/Language Arts, Math, Science, Social Science and World Languages**
2. **Student Assessment Platform**

CATEGORY 1: PK-12 Curriculum and Assessment Content for Core Content Areas

For each of the six identified content areas (Arts, English/Language Arts, Mathematics, Science, Social Science and World Languages), successful proposer(s) in this category will collaborate with CPS' internal content experts and develop a Scope and Sequence and a comprehensive curriculum for all grade levels (PK-12) in direct alignment with CPS' Standards, Frameworks and Strategies. Proposals will be accepted for development of curriculum in:

1. all content areas (Arts, ELA, Mathematics, Science, Social Science and World Languages),
2. any single content area, or
3. a cluster of any of the six content areas (e.g. Mathematics and Science or Mathematics and ELA).

Preference will be given to proposals that address more than one core content area. As described further in this RFP, the curriculum must be available in a tagged, digital format at the time of delivery consistent with the taxonomy and delivery expectations established by the District.

The PK-12 Curriculum will include user-friendly assessment resources which may be used flexibly at the District, school, and classroom levels in grades PK through 12 for each of the six identified content areas. Coherence across all elements of the curriculum, including assessment, will be critical to the success of this effort and will be considered non-negotiable at the point of contracting. CPS will work with the successful Proposer(s) to define expectations for coherence across all elements of the curriculum, including units, lessons, learning activities, assessment resources, primary resources, supplemental resources and the associated systems, protocols, policies, etc.

Successful Proposer(s) will provide timely, accurate, reliable and user-friendly formative and/or summative assessment products that are aligned with and reflective of CPS' Standards,

Frameworks and Strategies. The assessment content will enable users to gather feedback, guide improvements in on-going teaching and learning cycles and monitor student progress throughout the school year. The assessment content obtained through this category of products and services will be administered via the platform selected pursuant to Category 2.

All elements of the curriculum (teacher-facing and student-facing) will be translated to Spanish. Proposals must delineate the cost of Spanish translation in the cost proposal template, if additional. If Proposer has the ability to translate or already has additional languages available, those should be included in the Proposal with any additional costs identified.

Proposals to provide the curriculum and assessment content described in this Category must address all grade levels PK-12. Proposals that do not include curriculum for all grade levels may be considered non-responsive and not evaluated. CPS prefers to obtain a comprehensive solution through this RFP, i.e., one that includes both curriculum and assessment, but it will also consider proposals that provide only curriculum or assessment content provided that such proposals include proposed solutions or commitment to work with others to meet the other part of these Services.

A. Specific Requirements for Content Areas

In addition to aligning with the Standards, Frameworks and Strategies and general expectations set forth above, the Curriculum proposed pursuant to this RFP and provided pursuant to a subsequent contract are expected to address the following requirements for each content area:

1. Arts

- a. All content must consider, and respond to, the variable structure in which arts instruction is delivered, especially at the PK-8 level: e.g. minutes of weekly instruction throughout the year, available/currently utilized instructional resources, and inconsistencies in grade-levels receiving arts instruction at each school.
- b. Course and scaffolded learning pathways must be provided for sub-disciplines within each content area, e.g. drawing and painting, sculpture, photography, etc. (Visual Arts)
- c. Content should include post-secondary preparation in the arts.
- d. Content should align to other core content areas defined in their learning standards and, when/where appropriate, content should highlight opportunities for arts integration.
- e. Concepts, and their related performance-based tasks, should be scaffolded appropriately within the content.
- f. Arts content should be related to prior knowledge and future learning within and across grade-levels.
- g. Content should reflect ample opportunities for students to learn through both process-based and performance-based activities.
- h. Formative and summative assessments should draw on best practices inherent in each content area, e.g. music theory exercises, sight reading (Music) script analysis, monologue performance (Theatre), etc.
- i. Content should reflect both established and emerging approaches and practices in each discipline.

2. **English Language Arts (ELA)**
 - a. Content should be organized thematically with options for book-length texts that can be used as a whole class novel, literature circle choice, or differentiated choice and should include horizontal and vertical text sets.
 - b. Units should include two summative assessments: one writing per unit; one inquiry-based performance task. The writing assessment may vary between process-based over the course of a unit and on-demand.
 - c. Formative and summative assessments should have a balanced approach to Common Core State Standards, addressing the categories of Reading: Informational text, Reading: Literary Text, Speaking and Listening, Language, and Writing.
 - d. PK-5: Incorporate all domains of balanced literacy (reading, writing and word work with a clear systematic phonics component, etc.). Align with Illinois Social Science Learning Standards Themes (i.e. Kindergarten: My Social World; First Grade: Living, Learning, and Working Together, etc.)
 - e. 6-12: Content should be organized thematically, with essential questions, time frame, CCSS-based learning objectives, and performance tasks/summative assessments.
 - f. Units should include texts representing a variety of genres and media.
 - g. Units should include lessons with specific texts.
 - h. Units should include horizontal and vertical text sets which serve as resources and options.
 - i. Units should include opportunities to write for a variety of purposes, audiences, and with varied genres.
3. **Math**
 - a. Content should incorporate supplemental resources for Mathematics already being used by CPS schools (MARS Tasks, Formative Assessment Lessons, Math Talks, Problems of the Month, Three Reads, etc.).
 - b. Content should specifically address both the content and practice standards as defined by CCSSM.
 - c. Content should specifically address the major shifts under CCSSM: focus, coherence, and rigor
 - d. Content should include opportunities for exploration of mathematics in other disciplines.
4. **Science**
 - a. Content must align to the CPS High School Biology, Chemistry and Physics Course Guides.
 - b. Science content must integrate with the Common Core State Standards for Mathematics and English/Language Arts.
 - c. Content must unpack the K-12 Framework for Science Education for connected disciplinary core ideas.
5. **Social Science**
 - a. PK-5: Scope and sequence will be organized thematically based on the themes identified in the Illinois Social Science Standards.
 - b. Scope and Sequence should be a comprehensive resource that integrates the new Illinois Social Science Standards (content, concepts, key ideas, understandings and performance indicators) and the following inquiry skills:

- i. Evaluating Sources and Using Evidence
 - ii. Gathering and Evaluating Sources
 - iii. Developing Claims and Using Evidence
 - iv. Communicating Conclusions and Taking Informed Action
 - v. Critiquing Conclusions; and
 - vi. Taking Informed Action
- c. Sequence should be mindful that State Standards are organized by grade band:
- i. K-5: Each grade organized around themes,
 - ii. 6-8: Unlike the elementary and high school standards, the middle grades standards do not articulate content by each grade-level. Rather, these standards focus upon the developmental need of middle grade students: to cultivate the critical thinking skills used by social scientists through the inquiry process. The disciplinary concepts of civics, economics, geography, and history must be integrated within the curriculum.
 - iii. 9-12: Organized around typical course structures with attention to disciplinary concepts of history, civics, geography, and economics.
- d. High School Sequence and course offerings generally are US History, World Studies, Human Geography, and Civics with one unit additionally of Financial Education.
- e. Sequence should reflect the following state mandates: African American History, Civics and Patriotism (U.S. Constitution, Declaration of Independence, Elections, and Voting), Financial Education/Consumer Education, U.S. History, Holocaust and Genocide Study, History of Women and Labor History. Ideally, curriculum will include text sets aligned to these mandated units, preferably also available in Spanish.
- f. Common Vocabulary from ISBE: Due to the changes made in the revised Illinois Social Science Standards, it was determined that a common overarching vocabulary was needed. Terms that have many meanings were more narrowly defined for the benefit of these standards.
- i. Inquiry: An ongoing cycle of learning to use knowledge at increasingly complex levels as a way to integrate content. Through the inquiry process, students (individually and or collaboratively) identify issues, pose questions, investigate answers, pose more questions, weigh the evidence, come to conclusions, and take action on their learning.
 - ii. Inquiry skills: Skills and dispositions that students need to meet the challenges of college, career, and civic life in the 21st century. Inquiry skills are used by students while applying disciplinary concepts to construct essential and supporting questions and determine helpful sources to conduct investigations and take informed action.
 - iii. Essential questions: Open-ended questions that focus on a big idea. These questions are enduring and centered on unresolved issues.
 - iv. Supporting questions: These questions can be answered through descriptions, definitions, and processes on which there is general agreement. These questions help formulate an answer to the essential question.
 - v. Disciplinary concepts: Ideas, principles, and content at the heart of understanding the social sciences.

6. **World Languages**

- a. CPS is focused on obtaining curriculum content for French and Spanish, the two most often taught languages in our District. CPS encourages Proposer(s) to include materials in any additional languages, including but not limited to: Arabic, Chinese, German, Italian, Japanese, Korean, Latin, Polish and Portuguese.
- b. The curriculum should incorporate the supplemental resources created by the District in collaboration with the American Council on the Teaching of Foreign Languages and in alignment to the World-Readiness Standards for Learning Languages. Such resources include specific learning expectations for the students and the different types of language programs (i.e. FLES; FLEX; High School Sequential and Heritage Programs), as well as a series of thematically-organized model units and lesson plans (Understanding by Design).
- c. Curricular resources should be based on a communicative language teaching approach and emphasize the use of authentic language for interaction and problem-solving as the means to learning, as opposed to a grammar-based approach. All modes of communication (Interpretive; Interpersonal; Presentational) will have to be represented and addressed.
- d. The use of authentic materials (as opposed to those artificially created for foreigners) are preferable in the design of the curriculum.
- e. The curriculum should integrate the teaching of culture, academic content and language in a seamless way. The culture of the people who speak the target language should be introduced through the products and practices of the culture, as well as through the perspectives of the people of that culture.

B. **Curriculum Samples**

Successful Proposer(s) must demonstrate an ability to meet the Board's stated needs. The Proposals will illustrate this by including curriculum samples ("Curriculum Samples") consistent with the following directions. All proposals for any part of Category 1 must include two Curriculum Samples for every content area addressed. One Curriculum Sample is required for elementary school, and the other for high school. (For example, if a Proposal addresses Math, the Proposal must include one ES Math Curriculum Sample and one HS Math Curriculum Sample. If a Proposal addresses Math and Science, then four Curriculum Samples must be included – two for Math (ES + HS) and two for Science (ES and HS).)

All elements (listed below) of a Curriculum Sample must address the **same grade level, or in the case of High School, the same course**. Additionally, the Curriculum Sample must demonstrate the Proposer's ability to develop curriculum that meets the needs of Chicago's diverse student population, including ELs and Special Education students. As such, each lesson included in the Curriculum Sample must contain clear modifications based on the following four student profiles:

1. English Learner: High Proficiency as determined by ACCESS
2. English Learner: Low Proficiency as determined by ACCESS
3. Profile: Student X – Elementary student diagnosed with Autism
 - i. Academic Achievement:
 1. Biggest need is foundational reading skills
 2. Goals for decoding and encoding words
 3. Working two levels below grade level in Math and biggest need is number sense and operations
4. Profile: Student Z – HS Student

- i. Academic Achievement:
 1. Student Z reads on grade level but struggles with comprehension
 2. Unable to employ critical thinking strategies or draw conclusions
 3. Goals to improve command of writing conventions such as spelling, punctuation, and grammar

Curriculum Samples must include the components noted in the list below. All components of the sample must be coherent and address the same grade level (elementary) or course (HS).

The full set of expected deliverables are provided for further illustration of CPS's expectations for Successful Proposals.

1. **Scope and Sequence**

Curriculum Sample: Proposer should submit one Scope and Sequence for a single grade level of its choosing in Elementary School and one course for High School.

Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one Scope and Sequence for all grade levels for each awarded content area.

2. **Units of Study**

Curriculum Sample: Proposer should submit two sample units of study in a single grade level of its choosing at the elementary level and one course for High School for each content area addressed in the Proposal.

Contract Deliverable: Successful Proposer(s) will deliver, after development and collaboration with CPS stakeholders, a sufficient number of units of study for each grade level (for Elementary School) and for each course (for High School) to be completed in a reasonable time during a school year. The Board expects a minimum of seven units of study per grade level for each awarded content area and the Cost Proposal should be based on this number.

3. **Lessons**

Curriculum Sample: Proposer should submit two lessons for each unit of study in a single grade level of its choosing in Elementary School for each content area addressed in the Proposal. Proposer should submit two lessons for each unit of study in a course in High School for each content area addressed in the Proposal. Each lesson should include a minimum of two learning activities/mini lessons and two supplemental resources (videos, etc.).

Contract Deliverable: Successful Proposer(s) will deliver, after development and collaboration with CPS stakeholders, a sufficient number of lessons and learning activities/mini lessons for each unit to be completed in a reasonable time during a school year. The Board expects a minimum of ten (10) lessons and ten (10) learning activities/mini lessons for each unit of study for all grade levels in each awarded content area and the Cost Proposal should be based on this number.

Note: Proposer should identify in its Proposal those supplemental resources it already owns or that it can sub-license to CPS as of the date of submission of the Proposal. As further described in this RFP, supplemental resources will be accessed via the District's enterprise application(s), and Proposer should provide full details in its cost proposal about the cost for procuring such resources if they will be purchased through this RFP.

4. **Curriculum Map**

Curriculum Sample: Not required. If the proposer has a sample curriculum map from a previous project, it may be included in the Curriculum Sample.

- Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one curriculum map for each grade level or course in each awarded content area.
5. **One-page Unit Overview**
Curriculum Sample: Proposer should submit one overview per unit, delineating the big ideas, essential questions and standards addressed by the unit. The overview should clearly articulate the content and skills covered in the unit, as well as other important content notes (content that is relevant but not addressed, connections to other content areas and learning targets (know/do) for successful fulfillment of the unit).
Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one-page unit overviews for each unit developed for all grade levels and courses in each awarded content area. Overviews will include suggestions for units to be taught by teachers of other disciplines/courses (opportunities for interdisciplinary connection/integration).
6. **Annotated Unit Outlines**
Curriculum Sample: Proposer should submit one sample Annotated Unit Outline for every sample Unit of Study submitted. Outline should include weekly focus topics, daily and/or weekly suggested lessons and activities and links to relevant suggested resources. Outline should identify common student misconceptions and correct concepts for identified core ideas. Outline should also describe how content and suggested instructional practices connect to social and emotional learning competencies and provide opportunities for skill practice.
Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one Annotated Unit Outline for every unit of study developed per grade level (elementary) and course (HS) in all awarded content areas.
Note: For content areas whose instruction at the PK-8 level may be delivered only once a week, Proposer may provide broad unit outlines that are not paced.
7. **Guidance Documents**
Curriculum Sample: Proposer should submit one sample guidance document for each Unit of Study submitted. The document should demonstrate the processes, resources and strategies for leading lessons, conferring with students, differentiating, etc., including processes, resources and strategies for MTSS Tiers II and III.
Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one guidance document for each Unit of Study developed for all grade levels in all awarded content areas.
8. **Recommended Structures**
Curriculum Sample: Proposer should submit one Recommended Structures document for each Unit of Study submitted. The document will support facilitation of whole group, small group, and independent practice opportunities for students that support intentional social and emotional skills development, include resources and strategies for MTSS Tiers II and III and recognize the unique nature of a digital environment.
Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver one Recommended Structures document for each Unit of Study for all grade levels in all awarded content areas.
9. **(Teacher-delivered) Formative, Lesson-level Assessments** - Lesson-level assessments must scaffold with/be tightly aligned to the unit assessments and

interim assessments (unit clusters). Formative lesson assessments must be aligned to the Depth of Knowledge (DOK) and DOK Complexity Levels of each standard and learning targets taught within each unit of study.

Curriculum Sample: Proposer should submit one lesson-level assessment aligned to each lesson. The assessment should be a coherent part of the sample and aligned to the appropriate content standards/frameworks.

Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposer(s) will deliver sufficient assessment items for the learning of each lesson to be evaluated in a reasonable time. The Board expects a minimum of one lesson-level assessment for each lesson for all grade levels in all awarded content areas.

10. **Formal Unit Assessments** – Formal Unit Assessments, aligned to the units contained in the CPS PK-12 Curriculum, will be made available to educators for use at their discretion. The assessments will help educators identify concepts that students are struggling to understand, skills they are having difficulty mastering, or learning standards they have not yet achieved. With this information, adjustments can be made to lessons, instructional techniques, and academic resources/support.
- Curriculum Sample: Proposer will submit four sample unit assessments – aligned to the units developed for the Curriculum Sample – for each content area addressed in the Proposal. The assessments should be for the same elementary grade level and high school course that is the focus of the rest of the Curriculum Sample.

Contract Deliverable: After development and collaboration with CPS stakeholders, for each grade level or course and each content area, Proposer will deliver sufficient assessment items for the learning of each unit to be evaluated in a reasonable time. The Board expects a minimum of seven (7) Units of Study. The same number of Unit Assessments (7) are expected, and the Cost Proposal should be based upon this number. Cost Proposal should be based on this number.

11. **Formal Interim Assessments** - Formal, structured assessment content will be delivered according to a defined CPS schedule so educators may identify concepts that students are struggling to understand, skills they are having difficulty mastering, or learning standards they have not yet achieved. With this information, adjustments can be made to lessons, instructional techniques, and academic resources/support. These packaged assessments will evaluate student performance against the standards within a group/cluster of units.
- Curriculum Sample: A sample interim assessment for one grade level in Elementary School and one course in High School must be submitted for each content area addressed in the Proposal.
- Contract Deliverable: After development and collaboration with CPS stakeholders, for each grade level or course and each content area, Proposer will deliver sufficient assessment items to evaluate in a reasonable amount of time learning from a cluster of units taught. The Board expects a minimum of three interim assessments will be developed by the successful Proposer for each grade level or course in each content area awarded.
- Additional Notes regarding expectations for Interim Assessments:
- Interim assessments will assess student progress/proficiency on the standards covered in *clusters of units* included in the CPS PK-12 Curriculum.

- b. The interim assessment must have the flexibility to be given to schools using various curricular scope and sequences (meaning that schools with different schedules of assessed standards can be accommodated).
12. **Item Banks for Core Content Areas** - Item Banks are collections of assessment items and passages that teachers can use at any time to create classroom-based assessments specific to their needs. Item banks are required for the six core content areas and the disciplines therein for grades PK-12 and must contain high-quality items that are separate from any included in interim assessments.
Curriculum Sample: Proposers will submit a sample of 20 assessment items for an elementary grade level and 20 assessment items for a high school grade level for each content area addressed in the Proposal.
Contract Deliverable: After development and collaboration with CPS stakeholders, successful Proposers will produce a minimum of 400 assessment items for each grade level and course in each content area awarded. Items must address all disciplines/courses delineated for each content area.
Additional Notes regarding expectations for Item Banks:
 - a. In addition to including high-quality traditional multiple choice and multi-select items, the item bank should offer a variety of short answer/constructed response questions and preferably performance-based tasks and technology-enhanced items for online testing.
 - b. The proposal must identify a sufficient number of test items and passages available to test each standard (content and practice standards), as determined by CPS.
 - c. It would also be preferable if the successful Proposer(s) agreed to add more items each year.
 - d. Proposer must describe in its Proposal the depth and breadth of its current item bank, if one exists. (Volume of items by content/content discipline and standard.)
 - e. Item banks must be sortable by characteristic, such as rigor (e.g., Bloom's Taxonomy, Depth of Knowledge), standard clusters, concepts, item type, Standards for Mathematical Practice, etc.

C. General Elements of Curriculum System

1. All content must relate to prior knowledge and future learning within and across grade levels.
2. For resources to be used/referenced and/or included in the curriculum, including instructional materials and supplemental resources, successful Proposers will prioritize content currently procured and/or created by CPS.
3. Digital resources (including supplemental) must be formally aligned to the technical standards defined by CPS and guaranteed available for the duration of the contract including renewals.
4. CPS' PK-12 Curriculum will be fully distributed via the District's enterprise systems. All digital elements of the curriculum must be delivered in a format that is ingestible by CPS' enterprise systems. Content requiring a secondary, non-interoperating system (for storage, management, distribution, etc.) will not be considered. Adherence to interoperability standards—as defined by IMS Global—is a requirement; certification compliance will depend on the type of elements/resources and the functionality required for the technical ecosystem.

D. Basic Features of Assessment Content

1. The assessments should provide educators and teachers with clear direction regarding the skills that students need to master next in order to make progress toward grade level standards. It is also preferred if assessments are accompanied by information regarding the skills that need to be developed next in individual students in order for them to make necessary progress on content standards.
2. Assessments should be of optimal length (the minimum sufficient number of items to support their purpose). A typical student should be able to complete a given assessment within a single class period including the amount of time needed for administration protocols (i.e., 45 minutes or less). Proposer shall articulate its process for determining estimated assessment length.
3. All assessment components will be delivered both via computer and paper and pencil with scan-score capability.
4. Online interim and teacher-created assessments must be printable in PDF format.
5. Assessment items must be "lockable" so that items in District-developed tests may not be used at the classroom level until a specified time.
6. Proposer should have content that is adaptable to any platform or system that is selected pursuant to Category II of this RFP. If Proposer's assessment content cannot be operated through a third party's platform or enterprise system, the Proposal should clearly state that restriction and proposed solution/workaround.
7. Assessment content should include explicit accommodations and modifications for DLs and ELLs with attention to necessary visual and audio support tools (e.g. enable students to click a button to have the question read aloud).
8. All assessment content must clearly and directly align to the Scope and Sequence, units, lessons and other elements of the CPS PK-12 Curriculum.
9. All items provided in assessments or the bank(s) should be accompanied by the following, and available for viewing via reports:
 - a. The standard and skill(s) being assessed by each item.
 - b. The depth of knowledge and/or level of difficulty of the item.
 - c. An explanation of the correct answer.
 - d. Scoring rubrics and exemplars for all constructed response items.
10. Incorrect answers must be crafted to provide information regarding student misconceptions of the skill(s) being tested.
11. For all assessments, the Proposal must provide a schedule and description of the process for development of the assessments and should indicate the extent of and schedule for any necessary development.
12. Due to the depth and breadth of the assessments requested in this Proposal, CPS understands that the assessments may be developed over the course of the first and second years of implementation.
13. Sufficient time must be allocated in the schedule for thorough review and modification by District educators prior to each scheduled content and/or assessment release.
14. The Proposal should include descriptions of the workflow—including response time—for adjusting assessments in the event of future changes to CPS Standards, Frameworks and Strategies.

E. CPS' Input in the Development and Use of the Assessments

1. Assessments will be designed and developed by the Proposer, but CPS will have the ability to recommend modifications in order to align test content with CPS recommended pacing, instructional materials, etc.
2. Educators must have the ability to choose and assign reading passages (within assessments) that are appropriate to the Lexile levels at which individual students are currently reading. Ideally, educators would also have the ability to differentiate for students based on their reading level by selecting passages at different qualitative or quantitative text complexity.
3. Proposals must also include a process for educators to give input on the rubrics used to score constructed response items.
4. Proposals should describe the process for item development within each assessment, including alignment, item writing, field testing new items, content and copy editing, quality control, and review. The District expects to receive only high-quality items.
5. Proposals should describe the process for refreshing the item bank and updating the assessments, including the identification and replacement of poor-performing items throughout a contract term, including any renewals.
6. Proposals will describe the process for the alignment of items to the skills being assessed. Items must also be aligned to the skill at the appropriate developmental level for the time in the school year when the assessment is recommended for administration.
7. Customized assessments must be available for assignment at the individual student, group, and classroom level. CPS educators must be able to share assessments they create with other educators within their school for use with their students.
8. Users should be able to add visual stimuli or edit wording if necessary to fit differentiated needs for students receiving specialized services and ELL students (i.e. by ELD level).
9. Proposals should include pricing for printing of any assessments on a per student per year basis, if there is a separate charge for such functionality.

F. Content Development Protocol

Proposer should submit as part of its Proposal a summary of the protocol it recommends for the content development for the effective production, editing and approval of curriculum content. The protocol must include engagement of teachers and administrators in iterative editing cycles.

As part of the contracting process, successful Proposer will deliver a comprehensive content development protocol that aligns with the broader project plan and defines the quality assurance construct for the curriculum content development, including assessment content.

G. Project Plan

Proposer should submit as part of its Proposal an outline of the Project Plan, summarizing the milestones from project conception to close, and addressing the deliverables described in this list.

As part of the contracting process, successful Proposer will deliver a comprehensive Project Plan for review and approval by CPS. The plan will reflect the agreed-upon scope of the contract/project and will be aligned to—potentially even combined with—other project plans related to the larger PK-12 Curriculum System Portfolio.

H. Professional Learning Plan

Proposer should submit as part of its Proposal an outline of a Professional Learning Plan, summarizing the focus areas and strategies for supporting schools and networks with the roll-out/release and effective implementation of the curriculum system. The Proposal must also address how the Proposer intends to align with other professional learning plans.

As part of the contracting process, successful Proposer will deliver a comprehensive, aligned, multi-year, multi-audience plan to accelerate/support implementation of the curriculum system. The plan will focus on the awarded content area(s) and support curriculum implementation (including assessment and learning related to assessment) for all other content-areas.

For the assessments that are included within the adopted curriculum, a portion of this professional learning may be targeted to assessment literacy, as well as whole school data inquiry. These supports could be provided in the form of assessment item design; professional learning tools meant to be “turn-keyed” with ILTs and teacher teams in any school; data inquiry coaching for individual and/or groups of schools; or training and support for the development of and use of other formative assessment tools. These supports may engage CPS educators in building strong literacy around evaluating student work, student portfolios, performance-based tasks and other important in-the-moment formative assessment tools.

CATEGORY 2: Student Assessment Platform

High quality student assessments are a critical element of the PK-12 Curriculum System, and high-quality assessment content will be developed pursuant to Category 1 of this RFP. The platform and technology through which the assessment content will be delivered is equally important to the assessment content itself. To ensure CPS teachers and students have equitable access to all elements of the curriculum, including assessment content, CPS seeks, through Category 2, the platform/technology solution for this System.

CPS’ goal for this category is to acquire and implement an assessment platform that supports the entire process of creating, assembling, managing, administering, scoring, displaying, interpreting and exporting high quality assessments and the resulting data. CPS requires a platform that (minimally) includes functionality for: test authoring (classroom, network and district-level), item banks, assessment delivery, tracking and practical, useful reporting. CPS intends to create a digital ecosystem that includes interoperating technologies. To be considered for this RFP, certification by IMS Global is required for the critical suite of standards as defined by CPS, preferably at the time the Proposal is submitted but otherwise will be required at a maximum of six months from the start of the contract if Proposer is chosen.

A. Basic Features of Assessment Platform

1. The platform will allow for the creation and administration of a wide range of assessment types, from a variety of sources, to a variety of students with a variety of unique needs, including students receiving specialized services and EL students.
2. The platform will also allow for management of, reporting on, and user-friendly display of the resulting data.

3. Proposer will be responsible for providing any applications, software and platform, associated implementation (including integration) services, and hosting necessary to meet CPS' requirements for a comprehensive student assessment platform.
4. In addition to the platform, successful Proposer is expected to provide the following services:
 - a. Project Implementation/Management
 - b. Knowledge Transfer, Transition, and Turnover
 - c. Application Requirements (will include integration/interoperability)
 - d. Application Delivery/Installation, Development, Technical Training, and Implementation
 - e. Ongoing Hosting and Maintenance
 - f. Professional Development/Learning and Support
5. Successful Proposers will fulfill systems interoperability requirements as defined by CPS and in compliance with IMS Global standards. IMS Global Certification will be a contractual requirement within six (6) months of the contract start date (if product certification is not validated at time of proposal submission).
6. Successful Proposer will be obligated contractually to work with new and existing technology vendors to ensure that systems integration is successful. Proposer should describe how it will be willing to integrate its system with other systems that CPS may operate (even potential competitors).
7. The selected system will manage all district-identified assessment processes for the six content areas and the courses they align with, noting that additional areas may be added over time.
8. The platform will be used by the majority of CPS instructional staff and must be accessible and intuitive. It must also be accessible to all District support and administrative staff as needed. The system must have the ability for at least 20,000 concurrent users while maintaining speed and functionality.
9. Strong preference will be given to secure, cloud-based solutions.
10. Proposers who advance to Round 2 of the evaluation process for this Category will be expected to demonstrate system functionality in an oral presentation. A specific portion of the demonstration will be devoted to following a script provided by CPS. After the demonstration, Proposers will grant evaluators access to a sandbox/demo environment for the platform. The environment must be loaded with enough data (including multiple types of active roles) to allow for evaluation of core functionality/processes (start to finish). Scripts must be provided for all primary tasks and workflows. The evaluation team will follow the scripts to determine how requirements are fulfilled and to assess quality of the user experience.
11. Proposers must provide a description of the hardware and software configuration for operation of the application and storing of the data. This should also include a description of the hosting environment.
12. The successful Proposer will be expected to collaborate with designated internal teams and partners, including CPS' Offices of Student Assessment and Information and Technology Services.

B. Proposer Qualifications for the Assessment Platform

1. Proposer must have demonstrated expertise implementing technology to support high volume assessments in large districts.
2. Organizations with demonstrated expertise in educational software development will be considered for this RFP. The successful Proposer will:

- a. Have a record of accomplishment in the development, implementation, and refinement of database-driven systems with Web interfaces and batch processes providing large-scale assessments delivered via the Web.
- b. Have demonstrated extensive database and user interface design experience and development capabilities.
- c. Have experience developing and implementing adaptive test delivery systems.
- d. Demonstrate project management experience with specific focus on work planning, status reporting, issue management, deliverable review and approval procedures.
- e. Demonstrate experience developing and implementing large-scale applications involving multi-tiered security, multi-media content management and distributed data entry applications.
- f. Have the organizational capability in managing and implementing a high-stakes technology application.
- g. Have experience with delivering systems with end-to-end data protections to ensure no data is lost or corrupted during processing, storage, and transportation between applications and interfaces.
- h. Have experience with administering pilot and field tests in large public school districts.
- i. Have experience with implementing service-oriented architecture systems with high transaction volumes.
- j. Have experience with delivering systems with the highest level of security appropriate for high stakes assessments.
- k. Have experience leveraging interoperability standards and integrating with multiple systems to share testing, demographic data, etc.

C. Platform Components/Capabilities

1. Collaborative Online Assessment Development (COAD)

The purpose of the COAD is to leverage the knowledge and expertise of CPS staff to create, align and validate reliable assessments for all courses. The process involves creating blueprints, orders of instruction, item specifications and finally items and tests.

a. The system must provide instruction and support throughout the process with wizards, help and tutorials. This is an online process that supports both synchronous and asynchronous collaboration.

b. The system must have logical and flexible workflow management to support the orderly creation and reviewing of items and assessments. As part of the reviewing process, there must be the ability to include items of known quality in order to maintain a high quality of an assessment as well as to direct staff development in recognizing and improving assessments items.

2. Functionality to Develop Customized Assessments Using Item Bank

a. CPS requires a comprehensive bank of assessment items for the new PK-12 Curriculum. The platform's functionality must allow for creation, assembly, management, administration, scoring, display, interpretation and exportation of high quality assessments and the resulting data using the assessment data obtained pursuant to Category I.

b. The platform will house and support the development and use of all the elements that go into the creation and use of assessments. The primary elements are:

- i. Course Name and ID

- ii. Curriculum Units, Lessons
 - iii. Standards
 - iv. Unpacked/Deconstructed/Elaborated/Clustered Standards
 - v. Test Blueprints
 - vi. Order of Instruction
 - vii. Item Specifications
 - viii. Style Guides, data structures and conventions for all elements
 - ix. Test Items
 - x. Tests
- c. The item banks may be used by educators at any time to create classroom-based assessments, covering a specific set of skills chosen by the educator. Teacher/District-created assessments created from these item banks will be delivered both via computer and paper and pencil.
- d. CPS educators must be able to add items to the electronic item bank, but security will support parameters for sharing/distribution of teacher-created items, clusters of items and assessments, including approvals and workflows to ensure quality and management of copyright permissions.
- e. The system's item authoring capabilities should also include a process for evaluating items contributed by local educators. The system must provide a means for educators to designate the cognitive complexity of each item contributed to the bank.
- f. Customized assessments will be created by educators using an item bank and a custom test builder, at any point in time, at the discretion of the educator, most often classroom teachers. Educators will choose the standards to be covered on the assessment that meet students' particular instructional needs at that point in time.
- g. The District must be able to easily upload CPS-developed assessments or items to the District-curated item bank in batch form or by item. Proposals must include the process that will be used to field test District developed items, if CPS chooses to engage in this step.
- h. Item bank taxonomy must be flexible and align easily to the district's over-arching taxonomy for digital curriculum, including supplemental resources.
- i. All items in the item banks—those provided by the Proposer and the educator/District-developed items—will be delivered via the platform. The interface must allow teachers to access and use items—regardless of the author—in any combination in order to create customized assessments.
- j. Customized assessments built from the item bank(s) must be available for assignment at the individual student, group, and classroom level.
- k. Educators must be able to share assessments they create with other educators for use with their students and proposals should include a process for doing so.
- l. Users must have the ability to choose and assign reading passages (within assessments) that are appropriate to the Lexile levels at which individual students are currently reading. Ideally, educators would also have the ability to differentiate for students based on their reading level by selecting passages at different qualitative or quantitative text complexity.
- m. Users should be able to add visual stimuli or edit wording within an assessment if necessary to fit differentiated needs for students receiving specialized services and ELs (e.g. by ELD level).

3. **Functionality for Adaptive Assessments**

- a. Online Adaptive Assessments should provide educators and students with an accurate diagnostic sense for the grade and/or developmental levels at which students are performing at the time when they are assessed.
- b. Adaptive assessments should be accompanied by information regarding the skills that need to be developed next in individual students in order for them to make necessary progress toward content standards outlined by CPS.
- c. Online adaptive assessments should be available for the six core content areas in as many disciplines and grades as possible in grade PK through 12.
- d. These assessments must use sufficient sample sizes of item level performance data collected in each grade level and subject and sophisticated research-based algorithms to pinpoint the grade level at which the student is currently performing in the relevant subject. Proposals should include the specific research upon which algorithms for proposed adaptive assessments are based.
- e. These assessments should also include a sufficient number of items to validly assess students both above and below the grade level standard so as to accurately assign a grade level to a given student in a given subject area.
- f. Proposals should include the specific research regarding the number of items above and below grade level required to accurately assess grade level standards with proposed adaptive assessment.
- g. These assessments should also include as few assessment items as possible, while still accurately pinpointing the student's current grade level in the given subject, and reserve as much time as possible for teachers to take next steps.
- h. It is preferred that online adaptive assessments include a variety of multiple choice, multi-select, and technology enhanced items.
- i. These assessments should also provide information to educators regarding the individual standards and/or groups of standards at which students performed at, below, and above grade level.
- j. Online adaptive assessments should, at a minimum, give teachers access to examples of the types of items that students performed well on, fell short on, and missed altogether.

4. **Analysis and Reporting**

- a. Proposals should include a list of the reports currently available within the Proposer's application, including screenshots or print versions of the various reports.
- b. Reports should be available on individual assessments and across assessments throughout the school year. For example, if a class completes three interim assessments, summary reports should display overall performance by and across the assessments at the student, class, school, network and District levels (including grade levels at the school, network and District levels). Reports will display overall assessment performance as well as performance by standard.
- c. The reporting system must be menu-driven and simple to use. Where appropriate, graphic elements will be used to create a more user-friendly format for analyzing the data and to highlight areas in need of focus.
- d. Report functionality will allow users to perform a drill-down and roll-up of reports at all levels of the identified hierarchy (e.g., overall assessment performance to standard performance and to specific item).
- e. The reports will permit educators to disaggregate data at the District, school, classroom and individual student levels according to standard

performance levels and allow educators to view performance gaps between students of different student subgroups.

f. Roster reports, listing the range of scores at each school, each class, and/or by individual student, will be available. Roster reports must include functionality for displaying data arranged by students' names (alphabetically) or according to students' scores (e.g., high to low performance).

g. The Board expects the system to be fully interoperable (as defined by CPS and in alignment with IMS Global) to ensure data can be effectively shared, aggregated and displayed across CPS' enterprise systems and that Proposer will work with CPS to achieve that interoperability within a reasonable amount of time.

h. Reports from school-wide online administration of the interim assessments will be available throughout the testing window as students complete the assessments and subsequent to the close of the testing window.

i. For customized assessments, online reports will be generated immediately.

j. The system will allow various levels of users to have access to reports—including but not limited to principals, teachers, network staff, coaches, staff at the District level, students and potentially parents. The system will allow the District to determine who has access to which reports and when they have access, including parents.

k. Reports for all assessments will be accessible online and should be available for saving in an electronic format outside of the platform. When producing an appropriate table-style layout, reports must be exportable to Excel, CSV and other District-defined formats.

l. All reports will be printable, individually and in batches, in an easy-to-read format. The reports will not have awkward page breaks, orphaned paragraphs or orphaned answer choices. Proposals should indicate in what format reports are printed (e.g., PDF).

5. **Managing Users and Assigning Assessments**

a. Proposals should include a description of the process to update student information and class rosters. This description should include the following:

- i. Description of how the platform will import student demographic information, class rosters and educator information from the District's enterprise systems.
- ii. Explanation of how the system enables educators to add and delete students.

b. Proposals should include a description of the capability to assign and administer assessments at the District, school, classroom, group, and individual levels.

c. Proposals should include screenshots displaying the steps for scheduling and assigning assessments.

d. Assessments must be offered via both computer and paper and pencil. For assessments administered on paper, Proposer must describe the process and timeline for uploading data from paper submissions and when such submissions would be included in any reports. Assessments will be given on the computer in those schools with adequate computer hardware, software, network availability, and support to do so.

6. **Scanning and Scoring**

- a. Responses to multiple choice items will be scored electronically by the system. Proposals should identify which of the following methods can be used to input multiple choice responses into the platform:
 - i. By students entering their responses directly into the system using a computer.
 - ii. By educators entering student responses into the system through a computer.
 - iii. Through scanned answer sheets and an uploaded scan file for the paper-delivered assessments.
 - iv. Through a functionality that allows teachers to take photos of printed answer sheets and upload through an application that directly scores the items by image parsing and recognition.
 - v. Any other methods and requirements for the same.
- b. Scoring of the constructed response items will be completed by educators using rubrics provided by the item's author (e.g., Proposer, District staff, or a CPS educator).
- c. The system must provide a user-friendly method for educators to enter the scores for the constructed responses and other non-multiple choice responses, whether entered online or on paper. Proposer's system must merge these scores with the automatically scored multiple choice scores in calculating and reporting student results.
- d. The scanning process/solution will include the use of pre-slugged answer sheets. Any equipment that is assumed for use by the District within these proposed solutions/processes must be specified in the Proposal including specification in the cost proposal of any costs that would be incurred through the term of the contract and any renewal terms. For example, proposals should include a description of and pricing for the customizable answer sheets to be used with the application, including pre-slugging of answer documents.

7. **Additional Requirements**

- a. The platform must include:
 - i. Data visualization
 - ii. Technology-enhanced item compatibility
 - iii. Embedded supports and accommodations using UDL principles
- b. Assessments must be "lockable" so that District-developed tests may not be used at the classroom level until a specified time.
- c. Proposers should provide as part of the system proposed, as part of its Proposal and if selected, any updates and modifications on an ongoing basis at no additional cost.
- d. Proposers should provide in its Proposal information detailing specifications of any hardware or any other technology resources that the District will need in order to utilize the system.
- e. The successful Proposer will provide ongoing maintenance and upgrades once the new system is successfully rolled out throughout the District.
- f. The successful Proposer will provide the District with a plan for backup and archiving of the assessment data, which is consistent with all pertinent federal and Illinois laws, rules, and regulations and CPS policies.

8. **Platform Development, Design and Implementation** – Proposer will translate the application requirements into a set of application design deliverables that will be used to drive and support the programming and/or configuration of the platform system

such that a project manager could at any time ascertain whether the project is on target and on time.

a. Application Development

The Proposer must provide application software that meets the complete set of functional and technical systems requirements to be approved by CPS.

b. Quality Assurance and Testing

As system components and training materials are developed, the successful Proposer will be required to conduct comprehensive testing of functionality, capacity, accuracy and compatibility with the rest of CPS systems. CPS will sign off when it has validated that the comprehensive tests reach 99% of functionality and performance.

9. **Platform Testing Environment** – During the preparation, implementation, and delivery stages of this platform and then through the remainder of the term of the contract, the Board expects to have access to four application environments with separately managed data stores:

- a. Production: High availability, high-performance hosted environment for live, active OLTP transactions and day-to-day use.
- b. Testing/Staging: Environment designed for the testing of application changes, configuration changes, and reports developed by the Board; also for the testing of new application updates and regression testing of existing application functionality.
- c. Development/Configuration: Locally hosted (by the Board) environment for the fast development of reports, configuration changes, and other changes as required by the Board.
- d. Training: An environment managed by the Board that can be used for in-person training. This environment does not contain live data and is ideal for conducting training sessions and developing training materials. Can be hosted either by the Board or by the successful Proposer, with the expectation that the data store will be captured and refreshed on an ad-hoc basis to both reset the data from training sessions and to capture transactions by the Board meant to facilitate training scenarios.

D. **Platform Hosting Standards** – For any hosting solutions that Proposer(s) is suggesting it provide, the hosting solution must meet the following standards whether the platform is hosted within the CPS Datacenter or hosted externally.

1. Security that aligns with the information security requirements mentioned in this RFP.
2. Recommendations, configurations, and facilities for Production, QA /Test, and Training environments.
3. Technologies that allow automated integrations with both internal and external CPS IT services (Web services, SFTP, SQL Views, API's, etc.)
4. A facility and method of testing and promoting features before pushing features into production.
5. Ensure the service can scale to meet the service levels and the District's audience, and perform per CPS approval. A load test should be included with the service delivery.
6. Redundant configurations with no single points of failure for both application and infrastructure architectures (application, storage, presentation, networking, etc).

7. Ensure that the environment can failover to a disaster site, that is not within the same city, and with no more than 2 hours of data loss (RPO) and a recovery time of ≤ 8 hours.

- E. **Platform Implementation and Deployment** – Successful Proposer will develop an installation plan with CPS personnel to install all necessary hardware, software, and applications to include, but not limited to:
1. Deployment of the application to support item development outside of the test delivery / administration environment. This will include efforts to load items/tasks and their associated stimuli, multimedia, interoperability tagging (e.g. text-to-speech tags, Braille, and other languages).
 2. Deployment of the application to support the authoring platform, test element bank, and assessment delivery and reporting platform software.
 3. Execution of data exchanges with the assessment delivery and reporting platform for paper/pencil.
 4. Execution of data exchanges with the test delivery application for computer-based testing.

Proposals should include a suggested installation plan.

- F. **Platform Maintenance and Support**
1. The successful Proposer will provide staff for enhancements and production support on the system as needed, in addition to the ongoing development activities for the remaining deliverables.
 2. The scope should include, but not be limited to, application management, help desk, systems enhancements, systems maintenance, adaptive and preventive maintenance, performance maintenance, and documentation updates.

- G. **Service Center** – Successful Proposer will provide ongoing technical assistance. Such assistance must be available via email and toll free telephone access, at a minimum, 7:00am through 5:00pm Central Time, Monday through Friday. Additionally, Proposer must define how many users will have access to technical support.

- H. **Training and Professional Development Requirements**
1. The successful Proposer will work with CPS to develop and provide training on the technology and the best practices/recommendations for managing assessments.
 2. Technical training topics will include, but are not limited to, how to schedule assessments and make assessment assignments, how to create customized assessments, how to input the scores for constructed response items, how to access reports, how to input student information, and the logistics for distributing assessments.
 3. Training must include train-the-trainer curriculum (how to deliver training to other teachers and administrators). Relevant Central Office staff, including members of the Office of Teaching & Learning, ONS, etc., will need to be provided with professional learning opportunities so they can support the District in the implementation of the platform, as well as day-to-day operations.
 4. The successful Proposer will work with CPS staff (at varying levels) to ensure professional learning meets established standards for adult learning design and aligns to broader employee learning/performance goals.
 5. The successful Proposer will align professional learning and training with other learning developed/provided by the Office of Teaching & Learning and other successful Proposers for this RFP.

6. CPS teachers and administrators from all schools will engage in ongoing professional learning through in-person and virtual training. In a formalized, ongoing manner, the successful Proposer will collaborate with District staff to design, plan, deliver and evaluate professional learning with a focus on using assessment results to diagnose student learning needs and develop an instructional response.
7. The successful Proposer must also make available webinars for individual educators, administrators, and teams of educators throughout the year on topics related to using formative assessment results to inform instruction. All such training resources/materials will be electronically loaded onto the District's employee LMS (PeopleSoft) and LOR (Safari Montage) and accessed via the District's defined portal.
8. The successful Proposer must provide cost-effective and inexpensive training delivered to end users for all components and functions of the student assessment platform. The training scope should include, at a minimum, the development of training materials/resources and webinars for using all functionalities within the application. Proposals should include training approaches that will scale to support CPS.
9. Proposer should identify minimum security training requirements and provide minimum security training to internal staff that access information systems on a regular basis.
10. Responsibilities include:
 - a. Comprehensive implementation of procedures using tutorials and documentation.
 - b. Formal and clearly communicated procedures for the ability to handle import and export from the system.
11. Any training provided will take into account the change management set for the District's new student information system (Follett Aspen is currently scheduled to go live in January 2019) for those components that will integrate or interact with that system.

I. **Project Management**

1. A Project Manager (PM) must be assigned to work with the District throughout all project phases and create a project plan and timeline for the system's design/customization, implementation, training/professional learning, and support. The full-time PM must be dedicated to the project to ensure a successful implementation, as defined by CPS.
2. Project Management resources should be certified with industry certifications such as, PMP, CAPM, ITIL, Agile or Scrum frameworks, and able to manage the delivery following project management domains:
 - a. Project conception and initiation
 - b. Project definition and planning (for entire scope, or sprint)
 - c. Project launch or execution (for all deliverables or per sprint)
 - d. Project performance and control
 - e. Project close
3. The PM must be available to work onsite at CPS.
4. Proposer should provide as part of its Proposal a complete description and samples of the project management tools, processes, and deliverables that will be used to manage the project work.
5. Project Team Structure/Internal Controls – Proposers should provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
6. The assigned Project Manager should have a backup, or subproject manager, where knowledge transfer is constant / up-to-date throughout the project lifecycle.

7. The project management method, tools and techniques must be presented both verbally and in a written form at the commencement of the project and must be approved by CPS.
8. Deliverable documentation, both draft and approved should be continuously delivered to CPS within electronic format throughout the project lifecycle and placed into the determined repository.
9. Documentation can only be finalized per CPS approval.
10. Project Managers shall be accountable to CPS business owners during the project lifecycle.
11. Upon contract execution, the successful Proposer will be required to integrate its project management deliverables into those utilized by CPS' project team. Specific details and templates will be provided after the RFP process is complete and a successful Proposer is executing a contract for services.
12. Project Management Deliverables - The minimum set of project management deliverables to be provided by the successful Proposer includes:
 - a. Comprehensive suite of project management tools, processes, and deliverables that will be used to manage the work of the project and all related interactions with CPS.
 - b. Work plan containing key activities, milestones, deliverables, responsible individuals, and durations/key dates.
 - c. Deliverable matrix providing the definition of each major deliverable, the parties involved in development, review, and approval, along with projected dates for development and review cycles.
 - d. Status reports summarizing status against work plan, key accomplishments, upcoming activities and issues to be delivered weekly for the first three months, biweekly for the following six months, and then monthly until all features and functions of the system are in place. If the successful Proposer falls behind the work plan or delivery schedule, the status reports revert to weekly or at intervals specified by CPS.
 - e. Issue tracking and management log containing a comprehensive list of all open and closed issues and the service levels that were or will be required to close them will be provided, and CPS will review the list weekly and sign off on the proposed and provided levels of service.

- J. **Communication Plan** – Successful Proposer(s) shall be required to have a Communication Plan that is aligned to District-level strategies and plans. The Communication Plan must identify specific events, communication methods, dates, and participants, stakeholders and audiences.
1. The progress of the Communication Plan will be included in the status report and will include evidence that planned communications are meeting the specified goals.
 2. As part of the Communication Plan, a Collaboration Plan will describe how the successful Proposer(s) will work and collaborate with the necessary internal and external groups necessary to complete the contract. Examples of internal groups include: internal departments (Assessment, Accountability, ITS, etc.), steering committees, working groups, teacher teams, unions and other contractors, including market competitors.
 - a. The plan will describe the successful Proposer's capacity to provide modern web conferencing/webinar (live/recorded) services for effective, online interactive meetings regarding structured discussions, brainstorming, etc.

III. INFORMATION SECURITY REQUIREMENTS FOR ALL PRODUCTS AND SERVICES PROVIDED PURSUANT TO THIS RFP

Successful Proposer(s) shall be required, where applicable, to comply with certain security requirements for both operations and the proposed technological products and services, as follows:

A. Security Governance

1. Provide for the security to protect the confidentiality, integrity, and availability of the information systems and data in compliance with the NIST, SOC 2, ISO 27001, or other CPS approved security frameworks.
2. Develop, implement, maintain, and use appropriate safeguards as outlined in a NIST, SOC 2, or some other CPS approved security framework that will reasonably prevent the misuse of data and information systems and appropriately protect the confidentiality, integrity, and availability of data and information systems.

B. Access Controls

1. Ensure that any user, including a third party vendor, employee, or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the agreement, and that access to CPS data is approved by CPS.
2. Ensure that any user, including a subcontractor, employee, or another third party to whom access is granted to CPS data and the information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of CPS data and the information systems.
3. Maintain a security plan that complies with NIST, SOC 2, ISO 27001, or other CPS approved security frameworks.
4. Report security incidents that occur within the Proposer's information systems that may affect the Proposer, or the District to the Chief Information Officer of the District within twenty-four (24) hours of discovery.
5. Maintain audit records according to policy and provide this information to District upon request. These audit logs must be kept according to District records retention policy for student records.
6. Develop and implement policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.
7. Authentication mechanism and integration with Active Directory. Describe user account and password requirements, and whether the solution is compatible with SAML 3.0, Google, Rapid portal, or other SSO service platform.
8. Access to the system must be tracked and logged to ensure CPS has discovery access for the term of service.
9. Remote access for management of the system must be provided.

C. Data Protections & Disaster and Continuity Plans

1. Certify and complete continuity planning according to NIST, SOC 2, ISO 27001, or other CPS approved security frameworks / requirements before moving data and information systems into a production status.
2. Development of a disaster recovery plan for restoration of the data and system in the event of a disaster or major incident, where RPO, RTO, and SLA language is documented and approved by CPS. Proposer must include annual failover and

failback test with the District's administrators to ensure redundancy, and test plans.

3. Process and plans to update the application to stay current with platforms and infrastructure, using a documented change control procedure and tool.
4. All CPS systems and data shall be backed in a manner that is consistent with the SLA, and RPO (4 hours or better).

D. Data Management

1. Return all data that is the property of the District in an electronic format, via an online secure service, such as SFTP, or a share storage facility security.
2. The proposed solution should support the latest encryption and SSL in motion and at rest for personally identifiable information ("PII").
3. Security practices regarding secure application development must be documented to show data is protected throughout the application processes.
4. Data exchanges with the District shall be done in an automated fashion, using methods that do not negatively affect application performance during business hours.

E. Online Access and Operations

1. The system must allow for online administration, without the requirement of downloading and installing software on individual computers.
2. The system platform will be device and browser agnostic. The system platform will utilize a cross platform (e.g., PC, Mac, Chrome, Mobile) web-based interface that provides users of all ability levels easy-to-learn access.
3. Online assessments should be optimized for Chrome, Internet Explorer, and Firefox browsers on PC, and optimized for Chrome and Safari on Macs.
4. Proposers must provide a description of the network bandwidth requirements.

F. Interoperability

1. The Board strongly prefers that the system developed through this RFP meet interoperability standards as defined by IMS Global including: Learning Tools Interoperability (LTI); Common Cartridge (CC); Thin Common Cartridge (TCC); Enhanced LTI Search and OneRoster. The District is requesting support from Proposer(s) for LTI version 1.1R or higher and certification as a Tool Provider (TP). Evidence of a valid conformance certification, including a current registration number must be available from the IMS Global website. See <http://www.imscert.org>. In the event that Proposer is not registered and certified with IMS Global, a condition precedent CPS entering into any contract with Proposer will be a commitment to be registered and certified within one (1) year of the contract's effective date or the contract may be immediately terminated without any penalty or claims for damages against CPS.
 - a. The system must provide for import and export of data via the IMS Common Cartridge standard.
 - b. The platform should support Single-Sign-on via the IMS LTI Standard and/or via Rapid Identity.
 - c. The platform should support the IMS OneRoster standard in order to import Student Information Systems (SIS) student, staff, and class schedule data.
 - d. The platform must support one or more Single Sign-On methods such as Google Federated Single-Sign-On, Microsoft Federated Single-Sign-On, Security

Assertion Markup Language (SAML 3.0), Central Authentication Service (CAS) for Single-Sign-On, and IMS Global LTI.

- e. All content should be compliant with the IMS Global Competencies and Academic Standards Exchange specifications (CASE).
2. Interoperability must be possible between the selected system and the District's enterprise SIS and LOR (currently Follett's Aspen and Safari Montage, respectively).
3. Proposer's products and services should be interoperable with a wide variety (and perpetually increasing number) of third party District tools, therefore flexible enough to support any instructional environment, whether that environment includes an LMS or not.
4. Any content purchased/licensed by CPS that is available in a Thin Common Cartridge can be loaded into the system for use across the District.
5. Content must be aligned to standards using the CASE-based identifiers or using the Academic Benchmark-equivalent.
6. IMS Global CASE service to provide machine readable and web browsable version of the IL standards for use by the platform and by external OER providers to align content to the state standards without having to purchase the data from a third party.

G. Roster/Schedule Management

1. It is critical that the regular (nightly or real time) upload of roster and schedule be robust and accurate.
2. Rosters and schedules are crucial in that each student's achievement must be attributed to a specific teacher for specific courses.
3. Roster data changes must be tracked over time, including changes to historical data. It is not sufficient to host only the current of most recently loaded state of student and teacher schedule data. It must be possible to accurately tie captured data points to the appropriate point in an individual student and teacher schedule.

H. Data Portability – Item/Task, Stimuli, and Multimedia Import module

1. The successful Proposer(s) will be responsible for the design and development of a data portability mass import module to upload items, tasks and stimuli that are written by external entities. The mapping structure to the target format will be utilized by multiple input sources, so it must define all data fields, and specifically identify required data fields. Preferably, this module will utilize the QTI and APIP standards for data exchange. The mass import module must load the data into the Item Authoring system at the appropriate process point prior to CPS item review, provide an error report of non-migrated items to the applicable submitter, and subsequently test the database for accuracy after each mass import process. The first implementation of the item and stimulus data mass import process will be to support the existing items and test banks, and the mass import functionality must be fully functional from that point forward.
2. Successful Proposer(s) will ensure the best of breed security is integrated with the application development and hosting environment components—production, test, and training. In addition, the following should be in scope for any SAAS, PAAS, IAAS environments:
 - a. An incident response structure and communication process for end user consumers and CPS management during a severity-1 event (disaster), including an escalation process.

- b. A process for requesting and generating application log data and other information if a security compromise occurs. This data should be archived for the duration of the agreement.
- c. Plans for what happens to the system and the data in the event the contractor goes out of business, is purchased by another entity, or if the contract runs out. Successful Proposer(s) may be asked to enter its system into a third-party escrow arrangement at its own cost.
- d. Ability to audit the Proposer's environment such as a physical visit, or request for information related to processes and procedures, and to have access to third party security audit.
- e. Provide the District with the information about the location of data storage, addressing requirements, and to keep all data in the continental United States at all times.
- f. Guarantee platform uptime of 99.9%, excluding scheduled maintenance.
- g. Provide remote access services to allow CPS to monitor, administer, and control available configuration parameters.
- h. Provide access (or dashboard) to a technology and service monitoring tool, and a method to be alerted in cases of a critical issue.

III. COST PROPOSAL

Instructions for Submitting Cost Proposals

The Cost Proposal must contain complete details on the pricing structure and must be valid for a minimum of one hundred eighty (180) days 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. In the event of any doubt, Proposers should err on the side of including more details regarding potential costs and expenses within the Cost Proposal.

Category 1 Proposals

A separate cost proposal must be submitted for each content area for which a proposer is proposing to provide.

The Board is not prescribing any particular format for cost proposals for this solicitation for Category I. Each Proposer is invited to submit cost proposals in the format and including the content that is most appropriate for their particular proposal. While there is no designated format, each proposer should provide a sufficiently detailed cost proposal, with costs itemized into component parts as appropriate.

An acceptable cost proposal will adhere to the following guidelines:

- Relevant units of measure for costs are noted where appropriate (e.g. per hour, day, student, school, user, etc.)
- Information is provided on opportunities for CPS to realize savings, factors that might cause pricing to change (e.g. tiered volume discounts), and options for alternative price structures, where relevant and applicable
- If proposing for multiple content areas, information is provided that describes how costs would change if the provider were to be awarded for multiple content areas
- Cost information is provided, at a minimum, for the following areas:
 - Curriculum
 - Assessments
 - Spanish Translation
 - Implementation (consisting of professional learning design/development, professional learning delivery/facilitation, and project management, etc.)

Category 2 Proposals

Proposer shall provide a completed version of the attached Cost Proposal Form pricing that includes all costs, profit, overhead, etc. to provide the required software, system, implementation, management and professional services.

Category 2 Cost Proposal		
Proposer's Name: _____		
		Total Fixed Price
Fixed Price to deliver the Services and Materials described within the RFP		\$
		Fixed Price for Phase
1. Business Area Analysis Phase		\$
	Price for each deliverable within the Business Area Analysis Phase:	Fixed Price per Deliverable
	- Business Analysis	\$
	- Requirements Development and Gap Analysis	\$
		Fixed Price for Phase
2. Business System Design Phase		\$
	Price for each deliverable within the Business System Design Phase:	Fixed Price per Deliverable
	· System Design and Configuration	\$
		Fixed Price for Phase
3. Build Phase		\$
	Price for each deliverable within the Construction/Build Phase:	Fixed Price per Deliverable
	· System Implementation	\$
	· Hardware Installation, Network Configuration	\$
	· Data Integration and Interoperability Development	\$
		Fixed Price for Phase
4. Transition Phase		\$
	Price for each deliverable within the Transition Phase:	Fixed Price per Deliverable
	- Load Testing, Security Testing	\$
	- Quality Assurance (Unit, Integration, and User Acceptance Testing)	\$
	- Training Development and Delivery	\$
		Fixed Price for Phase
5. Operational Phase		\$

Price for each deliverable within the Operational Phase: <ul style="list-style-type: none"> · Support & Maintenance (Yr 1) · Licensing & Infrastructure Costs (Yr 1) · Support & Maintenance (Yr 2) · Licensing & Infrastructure Costs (Yr 2) · Support & Maintenance (Yr 3) · Licensing & Infrastructure Costs (Yr 3) · Support & Maintenance (Yr 4) · Licensing & Infrastructure Costs (Yr 4) · Support & Maintenance (Yr 5) · Licensing & Infrastructure Costs (Yr 5) 	Fixed Price Per Year \$ \$ \$ \$ \$ \$ \$ \$ \$	
6. Special Projects / Out of Scope Activities		
<ul style="list-style-type: none"> -Relationship Management -Project Management -Business Analysis -Data Integration -Systems Engineering & Configuration -Trainer / Training Development -Customizations Development 	Labor Rate \$ \$ \$ \$ \$ \$ \$	

Other topics to address in the Cost Proposal:

- What portion of the annual pricing is for hardware costs, hosting costs, and staffing?
- What type(s) of licensing is being offered?
- What is the model/metric for licensing?
- What is the maximum percentage increase in pricing for annual support and maintenance?
- If a service/subscription model is offered (SaaS), is support and maintenance included in the fee?
- If a particular module is no longer needed, will annual support and maintenance fees be recalculated?
- Identify opportunities for discounts or other ways in which CPS may realize savings.
- Specify any assumptions used to prepare the Cost Proposal and any known variance of those costs.
- “Infrastructure” in the table above includes any and all costs to host the solution, if applicable. If different hosting options are available, Proposer should provide the different costing options associated with those options in additional copies of the table as appropriate.

IV. 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. All documents submitted must be provided in a PDF version **and**, whenever possible, in its original native version (Word, Excel, etc.).

Upload your submission at:

<https://cps.bonfirehub.com/opportunities/private/2add166fd38f9a5bd6c55c44e8f0b46b>

2. **Contents of Proposal.** Proposals must contain the following documents:

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

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

c) **Cost Proposal:** The Cost Proposal page 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 one hundred eighty (180) days from the submission date. Proposers are expected to thoroughly examine and read the entire RFP. Failure of Proposers to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting additional compensation after the award of a contract.

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

e) **Project Plan:** Proposer should submit an outline of the Project Plan, summarizing the milestones for successful completion of the project from conception to CPS's acceptance, and addressing the deliverables described in the list.

f) **Professional Learning Plan:** Proposer should submit an outline of Professional Learning Plan that would be provided as part of its performance of Services described in this RFP, summarizing the focus areas and strategies for supporting schools and networks

with the roll-out/release and effective implementation of the Products and Services described in this RFP.

g) **Curriculum Sample** (for those responding to Category 1): As described in Section II, Scope of Products and Services, Proposers are expected to provide samples of several components of what will make up the curriculum for each content area that Proposer would like to be considered to provide.

h) **Content Development Protocol** (for those responding to Category 1): As stated in Section II, Scope of Products and Services, Proposer should submit a summary of the protocol it recommends for the content development for the effective production, editing and approval of curriculum content.

i) **Sandbox/Demo Environment (for those responding to Category 2)**: Proposer may be asked to provide a sandbox or demonstration environment of the proposed platform that will be available for use by the Evaluation Committee. ***This environment is not a requirement of the initial submittal and will not be accepted unless and until it is requested by the Board during the evaluation period.***

j) **References**: A minimum of three (3) non-Board references from projects 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. Telephone numbers and email addresses of individuals at each of the references must be provided. The Board reserves the right to contact these references.

k) **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).

l) **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.

m) **Insurance Requirements**: 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.

n) **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.

- o) **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.
- p) **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).
- q) **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.
- r) **Joint Ventures:** A copy of the executed joint venture agreement, if applicable, must be submitted.
- s) **MBE/WBE Compliance Document (Attachment E):** All sections of the *Remedial Program for Minority and Women Owned Business 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**. Proposed MBEs and WBEs must be identified through the submission of the Forms 100, 101, 102 (if applicable), 103A, 103B (if applicable), 104 and 106 (if applicable). Once identified, if any substitution of any MBE and/or WBE firm must occur, it must be approved by the Office of Business Diversity. Please note that the Chicago Public Schools gives credit to M/WBE's that are certified with any governmental agency. For the term of the Contract, including any renewal terms, 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.
- t) **Contractor's Disclosure Form (Attachment A):** The Contractor's Disclosure Form must be signed and notarized.
- u) **W-9 Form Request for Taxpayer Identification Number and Certification (Attachment D):** The W-9 Form must be completed, signed and submitted with the Proposal.
- v) **Legal Actions:** List, and briefly describe, any and all legal actions for the past three (3) years that may affect Proposer's qualifications and ability to perform the Services, including but not limited to those in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance or a defendant in a criminal action.
- w) **Functional Interrogatories (Attachment G):** Proposer shall provide narrative responses to the Interrogatories in Attachment G and include supporting documentation where necessary.
- x) **Technical Interrogatories (Attachment H):** Proposer shall provide narrative responses to the Interrogatories in Attachment H and include supporting documentation where necessary.
- y) **Service Level Agreement:** The Board shall establish a Service Level Agreement ("SLA") for the Services performed under this RFP. 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. Please provide a proposed Service Level Agreement (“SLA”) consistent with the following minimum components:

- i. Preamble: The preamble includes a summary of the Services and structure of the agreement.
- ii. 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:
 1. Responding to events beyond the defined time or without the proper tools or talent.
 2. Lack of successful resolution of the Services requested.
 3. Failure to escalate events automatically or after notification.
 4. Failure to notify responsible parties.
 5. Non-compliance with requirements for security or identification.
 6. 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.
- iii. 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.
- iv. 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:
 1. 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.
 2. Meet at least twice a year with the departments designated by the Board to share experiences and ideas.

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.

3. **Responsibility for Costs and 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.

V. EVALUATION CRITERIA AND 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. The Board reserves the right to negotiate with any or all Proposers and to award a contract(s) to the Proposer(s) whose initial Proposal is most advantageous to the Board, without further discussion or negotiation.

1. SELECTION PROCESS

a) **Evaluation Committee:** An Evaluation Committee, which will include representatives from the Chief Education Office, Office of Teaching & Learning, the Department of Information Technology Services, the Department of Procurement, individual schools and/or networks and may also include representatives from other Board Departments, will review proposals, in accordance with the evaluation criteria set forth below. The Evaluation Committee may also seek input from other CPS employees to certain components of the proposals through, for instance, surveys or focus groups. 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:

a) Submission of all materials required as identified in the Submittal Requirements Section.

b) The professional qualifications and experience of the Proposer necessary to provide the Products and Services as outlined herein.

c) The past performance of the Proposer on other contracts with the Board and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Board, other government agencies, or any other available sources, relevant information concerning the Proposer's record of past performance.

- d) 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.
- e) Cost Proposal.
- f) The quality of the responses received from the three (3) references.
- g) Responses to the Functional Interrogatories.
- h) Responses to the Technical Interrogatories.
- i) Longevity of business organization and financial stability of Proposer.
- j) Available staffing of adequate personnel to provide required Services.
- k) Longevity and depth of in-house staff as a service organization.
- l) Legal Actions which may affect performance of the Services required under this RFP.
- m) Licenses to do business in the City of Chicago and/or the State of Illinois, as applicable, and all other licenses and certifications as may be necessary to provide the Services as identified herein.
- n) Compliance with the Insurance Requirements cited herein.
- o) Degree to which Proposer accepts the Board's general and specific terms and conditions. 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.
- p) The quality of the Project Plan.
- q) The quality of the Professional Learning Plan.
- r) In the case of those responding to Category 1, the quality of the Curriculum Sample.
- s) In the case of those responding to Category 1, the quality of the Curriculum Development Protocol.
- t) In the case of those responding to Category 2, the quality of the Sandbox/Demo Environment (if requested by Board).
- u) 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.

VI. PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received Specification No. 18-350028 containing a full set of documents, including, 1) General Invitation and Instructions, 2) Scope of Products and Services, 3) Cost Proposal, 4) Submittal Requirements, 5) Evaluation Criteria and Basis of Award, 6) Proposer's Execution Page, 7) Attachments A - H and 8) 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.

Proposer is responding to the following categories/content areas (please check):

Category 1						Category 2
Arts	English/Lang. Arts	Mathematics	Science	Social Science	World Languages	Platform

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: CONTRACTOR'S DISCLOSURE FORM

ATTACHMENT B: GENERAL TERMS AND CONDITIONS

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

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

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

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

I. GENERAL TERMS AND CONDITIONS

1. **Term of Contract:** The term of the contract will be for a period of three (3) years ("Term"), unless terminated sooner as provided in the Contract. The Board shall have three (3) options to renew the Contract for periods of one (1) year each under the same terms and conditions as in the original Contract (each a "Renewal Term").

2. **Scope of Products and Services:** A Scope of Products and Services will be attached and incorporated as an exhibit to the Contract. The scope will be based on the scope described in this RFP as may be modified through the review and evaluation of proposals in response to the RFP.

a. **Scope of Services:** Vendor agrees to provide the services set forth the Scope of Products and Services in accordance with the terms of the Contract. "Services" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Contract. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Contract signed by the authorized representatives of both parties.

b. **Quantity:** The Board assumes no obligation hereunder to purchase any quantity of Products and Services other than those identified on a purchase order issued by the Board.

c. **Scope of Products:** Vendor agrees to provide the products described in the Scope of Products and Services in accordance with the terms of the Contract. "Products" means, collectively, any goods, hardware, software, documentation, licenses, updates, components, equipment, or accessories as described in the Contract that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business.

d. Packaging and Shipment and Risk of Loss: Vendor shall package and ship all goods, supplies or other materials provided as part of the Contract (collectively, “**Materials**”) in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board’s Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Vendor shall advise carrier of this restriction. **It is understood and agreed that the Board shall have no liability for any insurance charges not incorporated in the prices quoted, and that freight charges shall be limited to those specified in the Contract.** The Board may adjust the Purchase Order shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder.

e. Inspection and Out-of-Box Failures: The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the specifications as more particularly described in the Scope of Products and Services attached and incorporated in to the Contract (“Specifications”). Final inspection resulting in acceptance or rejection of the Products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the Board of its rights to reject Products or to claim reimbursement or damages for such Products that are later found to be defective or not in conformance with the Specifications. Products that do not conform to the Specifications or that are otherwise damaged must either, at the Board’s discretion, be retrieved by the Vendor (at Vendor’s expense) for replacement at no charge to the Board, or the Board may cancel that portion of the purchase order relating to nonconforming Products at no charge to the Board. For any such returned Products, the Board shall either debit or offset from Vendor the cost of such Product plus freight, or receive a refund for such, at Board’s discretion.

f. Uniform Commercial Code. In the absence of a governing provision under the Contract or should any provision of the Contract be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.

g. Survival: The provisions of this Section shall survive the expiration or termination of the Contract.

3. **Purchase Orders; Billing and Payment Procedures; Electronic Payments:**

a. Purchase Orders: Orders must be on the Board’s Standard Purchase Order Form. The pre-printed terms and conditions included in the Board’s Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Contract. Under no circumstances shall Vendor render any Services or deliver any Products without an approved Purchase Order.

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

- Vendor name and payment address
- Unique invoice number (determined by vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the services rendered and goods delivered
- Date the services were provided and goods were delivered to CPS
- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Contract. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 et seq.]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Products and Services provided under the Contract.

c. **Electronic Payments:** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Contract by means of the Board's procurement charge card account. Vendor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement.

4. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the Chief Procurement Officer ("CPO"). Vendor shall retain and utilize, as required by law or by the Contract, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Products and Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Products and Services or other deliverables or payment for any of the Products and Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all Products and Services, including any [Products and any other] deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

5. **Personnel**

a. **Adequate Staffing:** The Board has retained the Vendor because of Vendor's expertise and that of its employees, agents, volunteers and subcontractors (collectively referred to as "**Staff**"). For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor. Vendor must assign and maintain during the Term of the Contract and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for Vendor is not performing in accordance with the performance standards or other requirements of the Contract, the Board shall have the right to direct the Vendor to remove that person from performing Services under the Contract.

b. **Key Personnel:** The Contract may list individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying ("**Key Personnel**"). Vendor may not reassign or replace Key Personnel without the written consent of

the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. As stated in Section 6(a) above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Contract.

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 no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under the Contract, the Board shall notify Vendor and the Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Contract are exhausted. Payments for Products and Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under the Contract beyond those amounts appropriated and budgeted by the Board to fund payments under the Contract.

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

a. **Early Termination.** The Board may terminate the Contract in whole or in part, without cause, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

After notice is received, Vendor must restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Products and Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Contract.

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

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

b. **Suspension of Services.** The Board may, upon thirty (30) calendar days written notice, direct Vendor to suspend Services in whole or part. Vendor shall 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 and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

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

- i. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff;
- ii. Any material misrepresentation by Vendor in the inducement or the performance of the Contract.

- iii. Breach of any term, condition, representation or warranty made by Vendor in the Contract.
- iv. Failure of Vendor to perform any of its obligations under the Contract, including, but not limited to, the following:
 - A. Failure to perform any portion of the Services [or deliver Products] in the manner specified in the Contract;
 - B. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services [and delivery of Products];
 - C. Failure to promptly re-perform [or re-deliver] within a reasonable time and at no cost to the Board, Services [or Products] that were determined by the Board to be incomplete or unsatisfactory;
 - D. Discontinuance of the Products and Services for reasons within Vendor's reasonable control; or
 - E. Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in the Contract constituting an Event of Default.
- v. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board;
- vi. Where Services include contact with CPS students, any failure to comply with the Criminal History Records Check Section of this Contract, in whole or in part; and
- vii. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.

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

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

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

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

- i. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor

under the Contract or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.

- ii. Terminate the Contract, in whole or in part, as to any or all of the Services yet to be performed or Products to be delivered, effective at a time specified by the Board.
- iii. Suspend Services and the delivery of Products during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services and delivery of Products is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- iv. Seek specific performance, an injunction or any other appropriate equitable remedy.
- v. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- vi. Money damages.
- vii. Withhold all or part of Vendor's compensation under the Contract that are due or future payments that may become due under the Contract.
- viii. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Vendor in default or to terminate the Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to provide the Products and Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under the Contract nor shall the Board waive or relinquish any of its rights under the Contract, at law, in equity or by statute, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate the Contract, in whole or in part, in a subsequent Default Notice.

The remedies under the terms of the Contract 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 Contract 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 the Early Termination Section above.

e. **Turnover of Documents and Records.** Upon demand of the Board after termination of the Contract for any reason or the expiration of the Contract by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Contract or the

performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Contract.

8. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign the Contract or any obligations imposed hereunder without the prior written consent of the other party.

9. **Confidential Information, Dissemination of Information, Survival:**

a. **Confidential Information.** In the performance of the Contract, Vendor may have access to or receive certain information that is not generally known to others (“Confidential Information”). Vendor acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, student data, educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Vendor in the course of the performance of Services under the Contract. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of the Contract and any other agreements with the Board.

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

c. **Handling of Confidential Information:** Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following:

- i. 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;
- ii. Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.. Encryption must utilize the Advanced Encryption Standard (“AES”) algorithm with a key of 256 bits or greater (“Encrypt”). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of Section 9(c)(i) above;
- iii. Vendor shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption;
- iv. Vendor shall not leave Confidential Information in any medium unsecured and unattended at any time;

- v. Vendor shall 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;
- vi. Vendor shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- vii. Vendor shall secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Vendor shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.
- viii. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster covered plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.

d. Dissemination of Information. Other than as specifically allowed under the Contract, Vendor shall not disseminate any Confidential Information and/or any Work Product (as defined below) obtained or developed in performance or delivery of Services and/or Materials for the Board to a third party without the prior written consent of an authorized representative of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or Work Product (as defined below) which may be in Vendor's possession as a result of Services and/or Materials provided under the Contract, 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.

e. Injunctive Relief. In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

f. Unauthorized Access, Use or Disclosure of Confidential Information: If the Vendor becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from the Vendor receiving notice of the unauthorized access, use, or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or

disclosure; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Vendor shall include provisions consistent with this Section in contracts with any subcontractors providing any Services under the Contract.

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

h. 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 Contract.

i. Survival. The provisions of this Section shall survive the termination or expiration of the Contract.

10. 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 Contract ("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. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the Services performed under the Contract, 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 Contract within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

11. **Press Releases; Publicity; Board Intellectual Property:** Vendor shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any Services without the prior written consent of authorized representatives of the Board. Furthermore, Vendor shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.

12. **Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct during the Term of the Contract and any Renewal Terms.

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

b. **Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Contract and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

c. **Good Standing.** Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Contract.

d. **Authorization.** In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Contract, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of the Contract which shall constitute valid, binding obligations of Vendor.

e. **Financially Solvent.** Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under the Contract.

f. **Gratuities.** No payment, gratuity or offer of employment was made by or to Vendor in relation to the Contract or as an inducement for award of the Contract.

g. **Contractor's Disclosure Form.** The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

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

i. It, its principals, or its subcontractors providing Services under the Contract are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];

ii. It, its principals, or its subcontractors providing Services under the Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

- excluded from participation in this transaction by any federal department or agency or any unit of state or local government; and
- iii. It, its principals, or its subcontractors providing Services under the Contract have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

In performing any obligations of the Contract, Vendor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board’s Debarment Policy (08-1217-PO1), as amended.

- i. **Prohibited Acts.** Within the three (3) years prior to the effective date of the Contract, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- j. **Continued Disclosure Requirement.** If at any time during the Term of the Contract or during any Renewal Terms, Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board.

13. **Criminal History Records Search:** Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all volunteers, employees, agents, and subcontractors who may have contact with CPS students (previously defined as “Staff”) in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/101 *et seq.*); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*) (“Records Check”). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered “contact” for the purposes of this Section. A complete Records Check includes the following:

- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
- (b) A check of the Illinois Sex Offender Registry; and
- (c) A check of the Violent Offender Against Youth Database.

The results of each Records Check is subject to and may be adjudicated by the Board’s Chief Officer of Safety and Security (“**Chief Safety Officer**”). 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 further represents and warrants that Vendor shall:

- a. Utilize the process established by the Board for completing each Records Check and immediately initiate all action, as directed by the Board’s Chief Safety Officer, to have such Records Check performed;

- b. Confirm with the Board's Chief Safety Officer or his/her designee that each Staff has successfully completed the Records Check and complies with the Chief Safety Officer's directives regarding the results of each Records Check;
- c. Not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person to the satisfaction of the Board's Chief Safety Officer, and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
- d. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Staff Records Check and provide any other information requested by the Board necessary for the Records Check and its update process; and
- e. Immediately remove from providing Services and terminate access for any Staff determined by the Chief Safety Officer not to have passed a Records Check update.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in the Contract, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Contract and any others that Vendor may have with the Board; (ii) immediately terminating the Contract, in whole or in part, without any further obligation by the Board of any kind; or (iii) seeking liquidated damages.

14. **Research Activities and Data Requests:** Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Contract or for any other purposes, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010 (10-0728-PO1), as may be amended. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Education Officer.

15. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. As an independent contractor, Vendor agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the use of Vendor's employees under the Contract, Vendor shall indemnify the Board for any such liability.

16. **Indemnification:** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "Claims") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Contract. The foregoing obligation extends to and is intended to encompass any and all Claims that the Products and Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.

Furthermore, as stated in Independent Contractor Section above, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under the Contract, Vendor shall indemnify the Board for any such liability. As stated in the

Confidential Information Section above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of a data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

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

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding 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 indemnities set forth herein shall survive the expiration or termination of the Contract.

17. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Contract or be held personally liable under the Contract to Vendor, its members if a joint venture, or any subcontractors.

18. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Contract, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under the Contract, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

19. **Audit and Records Retention:** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement or its agents, for compliance by the Vendor with the Contract. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of Products; progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. Vendor shall maintain all records related to the Contract. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Contract and Vendor's performance of Services and delivery of Products. All records

referenced above shall be retained for at least five (5) years after the termination or expiration of the Contract and shall be subject to inspection and audit by the Board, subject to modification by the terms of the Contract. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

20. **Freedom of Information Act.** Vendor acknowledges that the Contract 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 Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Contract shall be posted on the Board's Internet website.

21. **MBE/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts" ("Remedial Plan"), which is available on the Board's website at <http://www.csc.cps.k12.il.us/purchasing/mwbe.html> and is incorporated as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Vendor agrees to submit such documentation in connection with the program as may be requested by the Board.

Vendor and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Vendor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Vendor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

22. **Right of Entry:** Vendor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use and shall cause each of its officers, employees and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Contract, including without limitation, the indemnification provisions contained in the Contract.

23. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this

paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor's employees or the Vendor's subcontractors' employees.

24. **Chicago's Minimum Wage Requirements:** Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

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

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

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

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

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

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

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

25. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Contract or as an inducement for the acceptance of the Contract. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

26. **Joint and Several Liability:** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.

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

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

29. **Entire Agreement and Amendment:** The Contract, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Contract. No modification or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Contract are of no force or effect.

30. **Governing Law:** The Contract shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Contract. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

31. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Contract with a reservation of all rights and remedies it may have under or pursuant to the Contract at law or in equity.

32. **Conflict of Interest:** The Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

33. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Contract as fully set forth herein.

34. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Contract as fully set forth herein.

35. **Inspector General:** Each party to the Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to

conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

36. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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ATTACHMENT C: SPECIFIC TERMS AND CONDITIONS

1. **Payment and Performance Bond:** As a condition precedent for the execution of a contract with the Board, Vendor shall obtain a payment and performance bond that is equal to at least the Contract's value. The bond shall reference the Contract and comply with the requirements of Illinois law regarding payment and performance bonds. The bond shall be in a form, and issued by a surety, acceptable to the Board and such surety shall be licensed as a surety by the State of Illinois. The bond shall be security for the faithful performance of the Services set forth in the Contract and payment of all persons supplying labor, materials, equipment and services of any nature to Vendor in connection with the Contract. The bond shall expire five (5) years from the effective date of the Contract or such date as may be determined by the Board. The bond shall be furnished together with the current power of attorney for the person(s) signing on behalf of the surety, which power of attorney shall be sealed and certified with "first hand signature" by an officer of the surety. A facsimile signature shall not be accepted by the Board. The acknowledgment of the principal on the bond shall be notarized with his or her official title identified. The parties acknowledge and agree that the Board shall have no obligation to make any payments under the Contract unless and until Vendor delivers a bond meeting the requirements set forth in this Section.
2. **Principal's Right to Direct:** The principal at each school shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors when performing the Services on the school site.
3. **Warranty of Services:** The successful Proposer(s) shall be required to warrant and guarantee complete performance of its system. Proposer shall warrant and guarantee that all software, equipment and materials to be furnished under the contract, and as detailed in the RFP, are free from all defects in workmanship and materials. The successful Proposer(s) shall further warrant, guarantee, and agree to remedy all such defects and to replace, at Proposer's expense and at no expense to CPS, any or all labor, transportation, part or parts of the equipment or materials to be furnished under the contract, and as detailed in the RFP, which are or become defective due to such defects within 24 months after date of receipt by CPS. The foregoing warranties shall be provided as part of the minimum work requirements of the contract, and as such shall be at no additional cost to CPS.
4. **Compliance with Grant.** In providing Products and Services under this Contract, Vendor acknowledges and understands that funding for the Products and Services may be derived from a grant. As a part of the Services rendered under this Contract, upon notice or knowledge of an applicable grant, Vendor shall assist CPS as needed to comply with the grantor's requirements and regulations, as may be amended.
5. **Authority:** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
6. **Account Management:** Vendor must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board's needs.
7. **Warranty for Products:** Vendor warrants that all Products furnished under the Contract shall be new and conform to the Specifications set forth herein. The Products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship, and design for a minimum period of one (1) year(s) from the date of receipt of shipment. The warranty shall further cover accidental damage of the Products for a period of one (1) year(s). The Board shall have the option to require Vendor to repair or replace a defective Product without charge or expense or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products shall be warranted for a minimum of one (1) year from completion of repairs or the remainder of the Product's original warranty, whichever is

longer. Vendor shall be responsible for the transportation charges for all warranty shipments. This warranty shall survive inspection, acceptance, payment and expiration or termination of the Contract.

8. **Product and Service Availability:** If Vendor or a manufacturer/supplier cancels or discontinues a Product and/or Service during the Term of the Contract or any Renewal Terms, Vendor shall work with the Board's authorized representative to find an equivalent, acceptable Product and/or Service that maintains or reduces cost to the Board. The Vendor must notify the Board of any such manufacturer's discontinuation or cancellation within five (5) business days of the Vendor's knowledge of said discontinuation or cancellation. Replacement units must be made available to the Board's Chief Education Officer for review and approval prior to substitution.

9. **Removal and Reassignment:** Vendor agrees to remove any of its staff or subcontractor's staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person.

10. **Use of Board's Network:** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), as amended, and the Board's Acceptable Use of the CPS Network and Computer Resources Policy, adopted July 22, 2009 (09-0722-PO3), as amended, during the term of the Contract and any renewals thereof.

11. **Subcontractor Employee Screening and Monitoring Process:** If the awarded Vendor plans to subcontract the Services outlined in the Contract to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.

12. **Charter School Participation:** Charter schools which receive funding from the Board shall be eligible to purchase Products and Services pursuant to the terms and conditions of the Contract and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to successful Vendors. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.

13. **License:** Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable, royalty-free (except for fees specified in the Contract) license to use, through the Term of the Contract, including any Renewal Terms, the Vendor's software (collectively "**Software**"). The Software includes any software or applications regardless of the medium used for delivery, updates, bug fixes, patches, operational modifications or corrections, components, equipment, or accessories that are necessary for the operation of the Software as proposed by Vendor and accepted by the Board. (For the purposes of the Contract, Software may be considered to be included in the terms "Products" and "Services" where appropriate as determined by the Board.) The Software and any accompanying documentation shall at all times remain the sole and exclusive property of Vendor or, alternatively, the sole and exclusive property of a third party from whom Vendor has obtained all necessary rights and permissions to sub-license the Software to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Vendor.

14. **Licensed Users:** Vendor shall provide a username and password for each licensed user of the Software, if applicable. "**Licensed Users**" or "**Board Users**" means those administrators, teachers, and other identified individuals licensed to access the Software. Unless specifically stated in the Contract, there is no set maximum or minimum number of Board Users who will be able to access the Software.

15. **Controlling Agreement:** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the delivery of the Products or Services except for those documents specifically approved by the Board under this Contract. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any agreement or license contained or referenced in the products or services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of this Contract represent the entire agreement of the parties for the Products and Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Contract is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

16. **Implementation of the Software:** Vendor shall provide installation, configuration, and implementation services to the extent applicable for any Software provided under the Contract.

17. **Software Maintenance and Support:** Vendor shall provide maintenance and support services to the Board for any Software purchased as more fully described in the Contract.

18. **Hosting Services:** As part of the Services provided pursuant to the Contract, Vendor shall host the Software on servers, hardware, components and equipment (collectively "**Infrastructure**") that Vendor shall provide at its own cost (collectively, the "**Hosting Services**"). The Infrastructure shall be located within the continental United States. Vendor is expected to provide ample storage and processing power within its Infrastructure and maintain it to assure the continued operation of the Software and Services and to take such action as may be necessary (at Vendor's own expense) to assure the continued performance according to the parties' general expectations under the terms of the Contract. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Software and Infrastructure, which includes segregating or partitioning the Infrastructure from other unauthorized hardware and/or other devices. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

19. **Compatibility and Data Flow:** Vendor shall ensure that the Software and Services allows data to flow properly between the Board's users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the "Provided Resources") that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include:

- a. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;
- b. Providing information concerning any or all of the Provided Resources of the data, computing environment, and technology direction used in implementing and providing the Services;
- c. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services;

- d. Providing reasonable access to and use of the Provided Resources; and
- e. Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular services or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Services to be provided by Vendor, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Vendor's work, as set forth in the Contract, and it more reasonably would be associated with the scope of Vendor's work than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Vendor to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of the Contract regarding the protection of Confidential Information.

Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor, the Services, or the Software, shall be the sole responsibility of the Board.

20. **Software Warranties and Representations:** For any Software that may be supplied or licensed to the Board or otherwise used in performance of the Services, Vendor represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct during the Term of the Contract and any Renewal Terms:

- a. Assignment of Warranties: Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable;
- b. Compatibility: The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services;
- c. Documentation Warranty: The documentation provided to the Board concerning the Software ("Documentation") shall be kept current with the upgrades of the Software;
- d. Title Warranty: Vendor has the lawful right, power, and authority to license the Software;
- e. Software Performance: The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days;
- f. Free of Defect Media Warranty: The tapes, diskettes, flash drives, and CD-Rom and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days;
- g. Free of Computer Malware: Vendor will use commercially reasonable best efforts to ensure that the Software is free of computer malware (e.g., viruses, worms, rootkits, keyloggers, ransomware, redirectors, etc.). Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable;
- h. Not Alter Program: Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software;

- i. **No Disabling Code:** Vendor will not knowingly cause any disabling code to be incorporated into the Software;
- j. **Enhancement Warranty:** Any enhancements shall perform as described in the Documentation; and
- k. **Software Customization:** Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Contract. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein.

[THE FOLLOWING WILL BE INCLUDED IN THE CONFIDENTIAL INFORMATION SECTION OF THE CONTRACT:]

21. **Student Data:** Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all data, metadata, information, or other materials used, created, or generated through the Board's use of any technology including but not limited to any Software (as defined in the Contract) that is directly related to a CPS student. For purposes of this Contract, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.

22. **De-Identified Data:** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Contract, De-Identified Data will still be considered Confidential Information and treated as such.

23. **Additional Obligations Regarding Treatment of Student Data:** In addition to the above stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations when treating and handling Student Data:

- a. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, to amass a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as may be agreed upon in writing between the Board and Vendor. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Contract, and for improving Products and Services under this Contract in a way that does not otherwise violate the terms of this Contract regarding the treatment of Confidential Information.
- b. **Student Data Collection.** Vendor will collect only Student Data necessary to fulfill its duties as outlined in this Contract.
- c. **Marketing and Advertising.** Vendor shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or technology. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
- d. **Student Data Mining.** Vendor is prohibited from mining Student Data for any purposes other than those agreed to by the parties in performance of the Contract. Student Data mining or

scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

e. Student Data Transfer or Destruction. Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor may have transferred Student Data, are destroyed or transferred to the Board when Student Data is no longer needed for its specified purpose.

f. Rights and License in and to Student Data. Parties agree that all rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Contract is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Contract. Student Data shall remain under the control of the Board throughout the Term of this Contract, including any Renewal Terms. Vendor has a limited, nonexclusive license to the use of Student Data solely for the purpose of performing its obligations as outlined under the Contract. This Contract does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Contract. Vendor does not have the right to sell or trade Student Data.

g. Sale of Student Data. Vendor is prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and approval of the Board's General Counsel. This prohibition does not apply to the purchase, merger, or other type of acquisition of Vendor by another entity approved by the Board in accordance with the Assignment Section of this Contract, provided that Vendor or successor entity continues to be subject to the provisions of this Contract with respect to previously acquired Student Data.

h. Use of De-Identified Data. Vendor may use De-Identified Data within Vendor's site, Products, other sites, services, or applications owned by Vendor for product development, research, or other purposes to develop and improve educational sites, services, or applications. Vendor may use De-Identified Data to demonstrate the effectiveness of Vendor's products or services, including in its marketing, provided that Vendor's marketing shall not identify or suggest that the Board or any of its students, employees, agents, or subcontractors approve of, recommend, vouch for, or otherwise positively advance the use of Vendor's sites, services, or applications without the prior written consent of the individual identified and the Board's Chief Communications Officer.

i. Access. Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.

j. Security Controls. Vendor will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this Contract, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any Personally Identifiable Information (PII) collected or used by their Products. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended.

Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC

27002:2005 (Code of Practice for International Security Management). Vendor shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Contract. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. Vendor agrees to share its incident response plan upon request.

Vendor shall assure that all data that is transmitted between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- k. Security Safeguards: Vendor agrees to provide the following additional safeguards:
- i. Include component and system level fault tolerance and redundancy in system design.
 - ii. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - iii. Encrypt Student Data at-rest and in-transit.
 - iv. Authentication of users at login with a 128-bit or higher encryption algorithm.
 - v. Secure transmission of login credentials.
 - vi. Automatic password change routine.
 - vii. Trace user system access via a combination of system logs and Google Analytics.
 - viii. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 - ix. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
 - x. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
 - xi. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
 - xii. Provide a documented disaster recovery plan that includes the following elements:
 - A. Available recovery times.
 - B. Conduct 24x7 system monitoring that is capable of detecting potential outages.
 - C. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
 - D. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
 - E. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
 - F. Include provisions for at least the following events:
 - (i) Fire
 - (ii) Natural disaster
 - (iii) Sabotage
 - (iv) Accidental human error
 - (v) Flooding
 - (vi) Equipment failure
 - (vii) Application/database failure
 - (viii) Other unlikely events
 - G. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.

- xiii. Prevention of hostile or unauthorized intrusion.
- xiv. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Contract do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
- xv. Backup of all Student Data at least once every twenty-four (24) hours.
- xvi. Perform content snapshots at least daily and retain for at least ninety (90) days.

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ATTACHMENT D: W-9 TAX FORM

ATTACHMENT E: MBE/WBE COMPLIANCE AFFIDAVIT

ATTACHMENT F: 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 must include and 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. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.
- e. **Cyber Liability:** Vendor shall carry 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 of at least Five Million Dollars (\$5,000,000.00) per claim and 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 Effective Date of the Contract and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of this Contract or Vendor must secure a two-year extended reporting provision.
- f. **Additional Insured.** Vendor shall have its General, 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 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.cpsvendorcet.com> (**designated website for online registration, insurance certificate submissions and annual fee payments**)

ATTACHMENT G: FUNCTIONAL INTERROGATORIES

ATTACHMENT H: TECHNICAL INTERROGATORIES