

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

FIRST AND FINAL RENEWAL AND AMENDMENT OF
SOFTWARE AND SERVICES AGREEMENT
(Carahsoft Technology Corporation)

This First and Final Renewal and Amendment of Software and Services Agreement (“**Renewal Agreement**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”), and Carahsoft Technology Corporation, a Virginia Stock Corporation with offices located at 11493 Sunset Hills Road, Suite 100, Reston VA 20190 (“**Vendor**”).

RECITALS

- A. The Board and Vendor entered into that certain Software and Services Agreement for Vendor to provide software to circulate electronic documents for electronic signatures and related services for a term commencing on May 1, 2020 and continuing through June 30, 2021, with the Board having one (1) option to renew for a period of one (1) year (“**Original Agreement**”) (authorized by 20-0325-RS1); and
- B. The Board now desires to exercise the sole option to renew the Original Agreement and Vendor accepts and agrees to this Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this Renewal Agreement shall be referred to herein as the “**Agreement**”.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows.

- 1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Definitions.** Any and all capitalized terms contained in this Renewal Agreement, and not defined herein, shall have the meaning as set forth in the Original Agreement.
- 3. **Term.** The parties agree to renew the Original Agreement for a term commencing on July 1, 2021 and continuing through June 30, 2022 (“**Renewal Term**”), unless terminated sooner as provided in the Agreement. No options to renew the Agreement remain following the expiration of the Renewal Term.
- 4. **The following item in the Original Agreement is hereby amended:**
 - a. **Amended Compensation.** Vendor shall be paid in accordance with the fees and costs set forth in Exhibit B-1 Amended Payment Schedule, attached hereto and incorporated herein. The maximum compensation payable to Vendor for the Renewal Term shall not exceed Five Hundred Thirty-Two Thousand Two Hundred Sixty One and 84/100 Dollars (\$532,261.84) (“**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Renewal Term, and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with this Renewal Agreement. No expenses shall be reimbursed under this Renewal Agreement. In the event the Renewal Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

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5. **Freedom of Information Act.** Vendor acknowledges that this Renewal Agreement and all documents submitted to the Board related to this Renewal Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Renewal Agreement shall be posted on the Board's Internet website.
6. **Agreement.** Except as expressly provided in this Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect.
7. **Counterparts and Electronic Signature.** This Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

CARAHSOFT TECHNOLOGY CORPORATION




DocuSigned by:
Jonathan Maples
By: _____
Jonathan Maples, Chief Procurement Officer

DocuSigned by:
Zak Kennedy
By: _____
Zak Kennedy

July 27, 2021
Date: _____

Team Lead
Title: _____
July 23, 2021
Date: _____

Board Report: 21-0428-RS2

Approved as to Legal Form:   
DocuSigned by:
Joseph T. Moriarty
By: _____
Joseph T. Moriarty, General Counsel

Attachments:

Exhibit B-1: Renewal Payment Schedule

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**Exhibit B-1
Amended Payment Schedule**

This Payment Schedule is a part of the Software and Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago (the "**Board**"), commonly known as the Chicago Public Schools ("**CPS**"), and Carahsoft Technology Corporation ("**Vendor**").

The maximum compensation payable to Vendor for the Renewal Term shall not exceed Five Hundred Thirty-Two Thousand Two Hundred Sixty One and 84/100 Dollars (\$532,261.84) ("**Maximum Compensation Amount**").

The Vendor shall invoice the Board in accordance with the Payment Schedule below. Payments are to be made to Vendor on Net 30 terms. Custom Engagement Hours will be invoiced monthly in arrears upon hours performed.

Invoice Date	Payment Total
Invoice #1- Upon Signature of Agreement	\$442,000
Invoice#2- July 01, 2021	\$4,736.84
Invoice #3- July 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed @ \$171.05/hr
Invoice #4- August 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #5- September 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #6- October 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #7- November 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #8- December 1, 2021	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #9- January 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed

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Invoice #10- February 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #11- March 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #12- April 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #13- May 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #14- June 1, 2022	Custom Engagement Monthly Hours in arrears upon hours performed