

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SOFTWARE AND SERVICES AGREEMENT
(*Omicron Technologies, Inc.*)

This Software and Services Agreement (this "**Agreement**") is entered into as of October 14, 2020 (the "**Effective Date**"), by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**") and Omicron Technologies, Inc., with a principal address of 5415 West Higgins Avenue, Chicago, Illinois 60630 ("**Vendor**"), each a "Party" and collectively "Parties" herein.

RECITALS

- A. The Board issued a Request for Proposals (Specification Number: 20-350015, the "RFP") in which the Board's Office of Safety and Security Office sought a solution to provide a comprehensive, secure, and stable visitor management system ("**VMS**") for all Board sites;
- B. Vendor responded to the aforementioned RFP by submitting a proposal and, on the basis of Vendor's representation that it has the requisite knowledge skill, experience and resources necessary to perform such services; Vendor was subsequently selected as a provider of visitor management services under the RFP, as detailed in this Agreement;
- C. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services and products will be furnished by Vendor.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the Parties agree:

1. **Term.** This Agreement will commence on the Effective Date and continue through October 13, 2023 (the "**Term**" or "**Initial Term**"), unless terminated sooner as provided in this Agreement. The Board shall have two (2) options to renew the Agreement for periods of one (1) year each under the same terms and conditions as in the original Agreement (each a "Renewal Term").
2. **Scope of Products and Services.** Vendor agrees to provide the Services and/or Products as described in this Agreement, including the Scope of Services and Products attached hereto and incorporated into this Agreement as Exhibit A and any and all services, deliverables, duties, responsibilities, and work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

2.1. **Scope of Products.** Vendor agrees to provide the products, described in the Scope of Services and Products attached hereto and incorporated into this Agreement as Exhibit A, in accordance with the terms of the Agreement. "Products" means, collectively, any goods, hardware, software, documentation, licenses, updates, components, equipment, or accessories as described in this Agreement that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Agreement signed by the authorized representatives of both parties.

2.2. **Scope of Services.** Vendor agrees to provide the services, set forth in the Scope of Services and Products attached hereto and incorporated into this Agreement as Exhibit A, in accordance with the terms of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The

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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 and Products. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to the Agreement signed by the authorized representatives of both parties.

2.3. 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.

2.4. Packaging and Shipment and Risk of Loss. Vendor shall package and ship all goods, supplies or other materials provided as part of the Agreement (collectively, "Materials") and Products 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 Agreement. 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 and Products 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.

2.5. 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 Agreement ("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.

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

2.7. Survival. The provisions of this Section shall survive the expiration or termination of the Agreement.

3. Compensation, Purchase Order, Billing and Payment Procedures.

3.1. Compensation. Vendor shall be paid in accordance with the fees and costs set forth in **Exhibit A**. The maximum compensation payable to Vendor for the Term of this Agreement shall not exceed One Million Nine Hundred Seventy Two Thousand, Six Hundred Thirty and 00/100 Dollars (**\$1,972,630.00**) ("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.

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Compensation shall be based on actual Services performed and Products provided during the Term of this Agreement, and the Board shall not be obligated to pay for any Services and/or Products or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the 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 for Products and Services and other deliverables not provided. For the avoidance of doubt, any multi-year licenses or other subscriptions purchased for Products are non-refundable under this Section.

3.2. Purchase Order. Any purchases by the Board of Products and Services covered by this Agreement will be completed by submitting an order on the Board's Standard Purchase Order Form ("PO"). The terms and conditions found on the PO shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement. Under no circumstances shall Vendor provide any Products and Services without a valid PO.

3.3. 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 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/or goods delivered
- Date the services were provided and/or goods were delivered to CPS
- Detail 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 this Agreement. 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 Services provided under this Agreement.

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 Agreement, 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 Agreement 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. Change Management Process. During the Term of this Agreement, the parties may determine that change(s) to the Agreement is necessary. In such an event, the parties shall determine if the proposed

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change amounts to a material revision as described in this Section before determining how that change will be documented.

5.1. **Material Revision.** A “material revision” includes (i) increasing the total cost of the Services to be provided during the Term of this Agreement beyond the Maximum Compensation Amount, as may be amended; (ii) substantial reduction in the scope of Services; (iii) substantial expansion of the Services to be provided beyond the Scope of Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; (v) change or modification to the legal terms and conditions in this Agreement; or (vi) any other shift of the risks and liabilities between the Parties. A material revision requires a written amendment to the Agreement approved in advance by the Board, then signed by the authorized representatives of both parties and approved by the Board’s General Counsel.

5.2. **Statements of Work.** If the proposed change does not amount to a material revision as defined above, the parties may mutually agree upon and enter into a written Statement of Work (“SOW”) to further describe the specific Services to be rendered, the roles and responsibilities of the parties, the periods of performance, timelines, deliverables, and any other terms necessary for the performance of the Services according to the expectations described in the Agreement. Each SOW entered shall be numbered sequentially in order of execution and shall be executed by the Board’s Chief Operating Officer or his/her designee, with the written approval from the Board’s General Counsel, and the authorized representative of the Vendor. The SOW shall be in the form that is included as Exhibit C which is attached and incorporated herein. No SOW shall modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision as set forth above. Any Services performed in accordance to an SOW shall also be performed in accordance with the terms of the Agreement. Any SOW that is not completed and approved in accordance with the terms of this Agreement, including this Section, shall be null and void, and the Vendor shall not be entitled to any compensation for Services rendered pursuant to a void SOW. In the event of any conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, this Agreement shall control.

6. Personnel.

6.1. **Adequate Staffing.** Vendor must assign and maintain during the Term of this Agreement, an adequate staff of competent personnel that is fully equipped, trained, licensed as appropriate, available as needed, and qualified to perform the Services. If the Board determines, in its sole discretion, that any employee, subcontractor, or other person providing Services for Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, including but not limited to negatively affecting the safety or welfare of a CPS student, then the Board shall have the right to direct Vendor to remove that person from performing Services under this Agreement. Vendor further agrees to bear any costs associated with the removal of such person.

6.2. **Key Personnel.** Exhibit B to this Agreement lists 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 Agreement.

7. 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

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period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement 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 this Agreement are exhausted. Payment 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 this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

8. Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents.

8.1. Early Termination. The Board may terminate the Agreement 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 Agreement.

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 Agreement.

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.

8.2. Suspension of Services. The Board may, upon 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.

8.3. 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 Agreement;
- iii. Breach of any term, condition, representation or warranty made by Vendor in the Agreement;
- iv. Failure of Vendor to perform any of its obligations under the Agreement, 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 Agreement;
 - 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

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- determined by the Board to be incomplete or unsatisfactory;
 - D. Discontinuance of the Products and Services for reasons within Vendor's reasonable control;
 - E. Failure to comply with any term of the Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in the Agreement constituting an Event of Default or
 - F. Failure to meet MBE/WBE project participation goals.
- 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 Background Check Section of the Agreement, 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.

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

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

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

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

- 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 Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- ii. Terminate the Agreement, 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 the delivery of Products is resumed, Vendor shall not be entitled

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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 Agreement. 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 Agreement nor shall the Board waive or relinquish any of its rights under the Agreement, 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 Agreement, in whole or in part, in a subsequent Default Notice.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate the Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to the Early Termination Section above.

8.5. Turnover of Documents and Records. Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement 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 Agreement 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 Agreement.

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

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10. Confidential Information.**10.1. Definitions.**

(a) Confidential Information. In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others (“Confidential Information” or “CPS Data”). Such Confidential Information may include, but is not limited to: Student Data as further defined below, employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. 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 this Agreement and any other agreements with the Board.

(b) Student Data. “Student Data” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Agreement) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students. For purposes of this Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

(c) 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 Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.

10.2. Use of Confidential Information. Vendor shall only use Confidential Information for the sole purpose of delivering the Products and Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information for the performance of obligations set forth in this Agreement. Vendor shall not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services and Products under this Agreement and strictly in accordance with the terms of this Agreement. 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 and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Student Online Personal Protection Act (“SOPPA”), and the Illinois School Student Records Act (“ISSRA”).

10.3. Handling Of Confidential Information. Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures that are no less protective as those used to protect Vendor’s own confidential information. When handling Confidential Information, which may include but is not limited to Student Data, Vendor shall:

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(a) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;

(b) Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.

(c) Not leave Confidential Information in any medium unsecured and unattended at any time;

(d) 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;

(e) 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 with an encryption key of no less than 256 bits. 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.

(f) Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies and procedures relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.

(g) Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's Products, Services, and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) 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 Confidential Information security practices. Vendor agrees to share its incident response plan upon request.

(i) Assure that its systems, Products and Services include at least the following safeguards:

(1) Include component and system level fault tolerance and redundancy in system design.

(2) Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.

(3) Encrypt Confidential Information at-rest and in-transit.

(4) Authentication of users at login with a 256-bit or higher encryption algorithm.

(5) Secure transmission of login credentials.

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(6) Automatic password change routine.

(7) Trace user system access via a combination of system logs and Google Analytics.

(8) 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.

(9) 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.

(10) Employ an in-line intrusion protection system that inspects incoming data transmissions.

(11) Prevention of hostile or unauthorized intrusion.

(12) Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.

(j) 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 recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.

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

10.5. Press Release; Publicity. Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. Furthermore, Vendor may 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 its designee.

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

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Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Vendor is permitted to retain certain Confidential Information, such information shall be protected and handled in accordance with the terms of this Agreement for as long as Vendor is permitted to retain such Confidential Information.

10.7. Unauthorized Access, Use or Disclosure. If Vendor has knowledge of any unauthorized access, use and/or disclosure of Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty-four (24) hours from Vendor receiving notice of the unauthorized access, use, or disclosure; (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 direct 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 regarding Confidential Information as set forth in this Agreement, 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 this provision in any and all agreements they execute with subcontractors performing Services under this Agreement.

10.8. 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 handling, receiving, storing, transmitting or otherwise accessing 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 Products, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Agreement.

(b) Student Data Collection. Vendor shall not collect Student Data except as specifically permitted hereunder and as necessary to fulfill its duties as outlined in this Agreement.

(c) Marketing and Advertising. Vendor shall not advertise or market to schools, students or their parents/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 this Agreement.

(d) Student Data Mining. Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians 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 under the direction of the Board when Student Data is no longer needed for its specified purpose.

(f) Rights in and to Student Data. All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement 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

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and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. 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.

(h) 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.

(i) Compliance with the Student Online Personal Protection Act (SOPPA). The parties acknowledge that Student Data hereunder includes student information that is “**Covered Information**” subject to the Student Online Personal Protection Act (105 ILCS 85/1 *et. seq.*) (“**SOPPA**”), and Vendor further acknowledges that Vendor: (i) is acting hereunder as an “**Operator**” (as the term is used in SOPPA) and a “**school official**” with a legitimate educational interest (as used in FERPA) (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information as the term is defined in SOPPA; (iii) shall use the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order, unless otherwise permitted by SOPPA. “**Covered information**” as used in this paragraph has the meaning set forth in 105 ILCS 85/5, as amended.

1. Breach. If a “**Breach**”, as defined in SOPPA, is attributed to Vendor, its officials, agents employees and subcontractors, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) inform the Board of the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach; and (iii) inform the Board of each such Breach no later than thirty (30) calendar days after the determination that a Breach has occurred.

2. Data Deletion. As stated in the Student Data Transfer or Destruction Section of this Agreement, Vendor shall 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, is destroyed or, as directed by the Board, transferred to the Board in a format determined by the Board within the time periods provided in the Student Data Transfer or Destruction Section of this Agreement.

3. Publication. In accordance with SOPPA and the Board’s FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website.

4. Covered Information Access Listing. Vendor shall provide to the Board a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed or will provide a link to Vendor’s website clearly listing such information within ten (10) days of both parties entering into this Agreement. Vendor must keep this list current at all times.

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5. Compliance. Vendor shall comply with all requirements set forth in SOPPA as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.

10.9. Volunteers, Employees, Agents, and Subcontractors. Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Agreement and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

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

10.11. Data Security Manager. Vendor shall provide the Board with the name and contact information for a primary and alternate employee of Vendor who shall serve as the Board's primary security contact and who shall be available to assist the Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Student Data-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

10.12. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

11. Use of Board's Network. If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1), and the Board's Staff Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO2), both as amended, during the term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 22, 2018 (18-0822-PO1), as may be amended.

12. Intellectual Property:

12.1. Intellectual Property Defined. Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services and delivery of Products under this Agreement.

12.2. Board's Intellectual Property. Vendor agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from Vendor's Materials (as defined below) ("Board Materials"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, work flow, charts, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("Work Product") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq. To the extent that any Work Product does not qualify as a work for hire, the 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. Vendor shall execute all documents and perform all acts that the Board

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may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Products and Services, including materials, source code, object code, methods, application functionality, software processes, and other software files ("Vendor's Materials"). Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms.

12.3. Vendor's Intellectual Property. All Vendor's Materials and other Intellectual Property owned by Vendor prior to, created independently of the Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes for the Term of this Agreement or any Renewal Terms. Nothing herein shall be deemed to grant, and Vendor specifically does not grant Board any rights to modify, alter, or reverse engineer, Vendor's Intellectual Property without Vendor's express written authority, excluding any materials that are adapted or reproduced from Vendor's Materials.

12.4. Third Party Intellectual Property. Vendor represents and warrants to the Board that Vendor, in connection with providing the Products, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.

12.5. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

13. Representations and Warranties of Vendor. Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

13.1. Licensed Professionals. Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement 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.

13.2. 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 this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., City of Chicago and Cook County Minimum Wage Ordinances, including applicable Executive Order(s) and Board(s) Resolutions, the Drug-Free Workplace, the Illinois School Student Records Act ("ISSRA"), the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment, the Student Online Personal Protection Act ("SOPPA"), 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/>.

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

13.4. Authorization. Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly

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authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.

13.5. 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 this Agreement.

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

13.7. 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.

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

A. it, its principals, and its subcontractors providing Services and Products under this Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*);

B. it, its principals, and its subcontractors providing Services and Products under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and

C. it, its principals, and its subcontractors providing Services and Products under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

In performing any obligations of the Agreement, 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.

13.9. Third parties' property and information. In performing and delivering Services and Products under this Agreement, Vendor shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information. Vendor shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all Products, Materials and any other Products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to the Agreement.

13.10. Assignment of Warranties. Vendor has the right, title, and ability to assign and shall assign to the Board any third-party warranties from any necessary parties concerning the Products, including Products, and Services provided under this Agreement.

13.11. Documentation Warranty. All documentation provided to the Board from Vendor concerning the Products and Services shall be kept current with any upgrades or updates.

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13.12. Service Warranty. Vendor has carefully examined and analyzed the provisions of this Agreement, including but not limited to all exhibits attached and incorporated into it, and can and will perform, or cause, the Services to be performed in strict accordance with the provisions and requirements of the Agreement. Services will be performed in a timely, professional and workmanlike manner in accordance with all applicable industry and professional standards.

13.13. Technology Performance. During the Term of the Agreement, Products shall (i) be free from defects in material and workmanship under normal use and remain in good working order, and (ii) function properly and in conformity with the warranties herein and in accordance with this Agreement and with the description, specifications and documentation on the Board computers and systems including updates or new releases to such hardware, systems, and other software, and interface with other programs as required. The documentation shall completely and accurately reflect the operation of the Products. Vendor shall promptly correct any failure of the Products to perform in accordance with the current published specifications and documentation, but in no case shall the Board be responsible for any costs associated with Products of which Vendor has notice of unresolved performance issues.

13.14. Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that Products is free of any malware, malicious code, Trojan horses, ransomware, keyloggers, rootkits, worms or any other computer viruses (collectively "Computer Viruses"). Vendor shall also maintain a master copy of the appropriate versions of Products, free of Computer Viruses, where appropriate.

13.15. Not Alter Program. Vendor shall not, directly or through a third party, knowingly remove, alter, change or interface with Products or any other program for the purpose or preventing the Board from utilizing Products or any other program.

13.16. No Disabling Code. Vendor shall not knowingly cause any disabling code to be incorporated into Products.

13.17. Warranty of Title. The Products and Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Products and Services and that Vendor shall warrant and defend its title against all claims.

13.18. Prohibited Acts. Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

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

13.20. Survival. All warranties in this Section shall survive inspection, acceptance, expiration or termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

14. **Background Check.** Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Agreement

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(individually and collectively “**Staff**”) (“**Background Check**”). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered “contact”. Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

14.1. Do Not Hire List. The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Agreement by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

14.2. Criminal History Records Check. Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Agreement through the process established by the Board, including using the Board’s contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates 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.) (collectively “**Criminal History Records Check**”). A complete Criminal History Records Check includes the following:

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

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

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

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

- A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
- B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board;
- C. Confirm with the Board’s Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board’s directives regarding the results of each Background Check before any contact with a CPS student may occur;

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- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and
- F. Immediately remove from any contact with any CPS student pursuant to this Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

14.5. **Allocation of Costs and Liquidated Damages.** Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Agreement, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

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

15. **Research Activities and Data Requests.** Vendor shall not conduct any research in the Chicago Public Schools or use CPS Data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use Confidential Information, including CPS Student Data, for purposes not specified in this Agreement, then Vendor shall comply with the Board's External Research Study and Data Policy (19-1211-PO3), as amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of School Quality Measurement & Research or his/her designee.

16. **License, Implementation, Hosting, and Support:** Vendor shall assure that the following will apply to Products, as necessary and applicable:

16.1. **License:** Vendor hereby grants to the Board a non-exclusive, worldwide, non-transferable, royalty-free (except for fees specified in this Agreement) license to use the Products for the Term of the Agreement and any Renewal Terms or as otherwise specifically stated in the purchase order for the associated Product ("**License**"). The Products 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 Products to the Board. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Products 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 Products (other than for a reasonable number of back-up copies, where applicable) or distribute, market, sell, rent, transfer, sublicense or assign to any third party any portion of the Products 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 Products without the prior written consent of Vendor.

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16.2. **Permissible Board Actions:** Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Vendor's Products and Services with other Vendors of the Board as may be necessary to receive and evaluate the Products and Services for the Board's purposes.

16.3. **Implementation of the Products:** Where applicable and/or necessary, Vendor shall provide installation, configuration, and implementation support for the Products so that it is accessible through the Board's computers and other compatible devices.

16.4. **Licensed Users:** Vendor shall provide a username and password for each licensed user of the Products, if applicable. "**Licensed Users**" or "**Board Users**" may be specified by the Vendor but usually means those schools, administrators, security employees or teachers licensed to access the Products. The number of Licenses provided shall be unlimited and shall be in effect through the Term or any Renewal Term, unless specifically stated otherwise by Vendor and accepted by CPS in an addendum signed by the authorized representative of the Board and with the written approval of the Board's General Counsel. Unless specifically stated otherwise, a Licensed User may continue to use the License throughout the Term or any Renewal Term of this Agreement, regardless of any transfer to any other CPS school during that Term.

16.5. **Product Maintenance:** During the Term of this Agreement and any Renewal Terms, Vendor shall be solely responsible for maintenance of the Products and accessibility to the Board.

16.6. **Products Support.** Vendor shall provide the maintenance and support services to the Board for the use of the Products.

16.7. **Controlling Agreement:** Vendor shall not request any CPS students or staff including school principals, administrative staff, or other CPS employees to sign any form, memorandum of understanding or other agreement for the delivery of the Products and Services except for those documents specifically approved by the Board under this Agreement. 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 agreement or any other agreement or license contained or referenced in the Products or any quote provided by Vendor. Even if a Board User agrees to any agreement or license contained or referenced in the Products 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. Rather, Vendor acknowledges and agrees that the terms and conditions of this Agreement 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 Agreement is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel.

16.8. **Hosting of the Products and Data.** Subject to the terms and conditions of this Agreement and to the extent applicable, Vendor shall host the Products and the Board's data 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 Products 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 Agreement. This may include but is not limited to: an adequate disaster recovery plan; backup Infrastructure; secure connections between the Board's Resources and the Infrastructure; and security controls and procedures to prevent unauthorized access to the Products 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.

16.9. **Compatibility and Data Flow:** Vendor shall ensure that data flows properly between the Board's computers and other compatible devices and Vendor's Products, Products and Services in accordance with the Exhibits that are attached and incorporated into this Agreement, as may be

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amended. Vendor must ensure that any other resources that are supplied by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Products, Products and Services, are 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 Products and Services with the services and systems of such other service providers. Vendor shall have no obligation under this Agreement to ensure that the Board maintains an active internet connection. Any unavailability of the Products due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor or Vendor's Products or Services, shall be the sole responsibility of the Board.

17. Product Availability: If a manufacturer/supplier cancels or discontinues a Product during the term of the Agreement or any Renewal Term, Vendor shall work with the Board's authorized representative to find an equivalent, acceptable Product that maintains or reduces cost and, to the extent commercially possible, maintains or improves specifications as determined by the Board's authorized representative. Vendor must notify the Board of any such manufacturer's discontinuation or cancellation within five (5) business days of Vendor's knowledge of said discontinuation or cancellation. Replacement units must be made available to the Chief Information Officer for his/her review and approval prior to substitution. Any agreed-upon substitutions or replacements of Products shall be documented in a written addendum that will be signed by the Board's Chief Information Officer and approved by the Board's General Counsel, provided that there are no material revisions of the terms of the Agreement as defined therein. Any substitution or replacement that increases the cost to the Board shall be treated as a material revision that requires an amendment to be executed by the Board and approved by the Board's General Counsel. The Board shall have no financial or other obligation for the sale or lease of any product that is not included in the Agreement at the time of the sale or lease.

18. Product Compliance. All Products and any other goods, equipment or materials that may be provided or used as part of the Agreement shall comply with the applicable local, state, and federal health and safety standards, including without limitation the Consumer Protection Agency and the Federal Trade Commission standards and guidelines.

19. Product Recall. In the event of a manufacturer or government-issued recall on a Product sold or leased through this Agreement, Vendor shall contact the Board and advise the Board of the Product recall. Vendor shall notify the Board within forty-eight (48) hours of Vendor's knowledge or receipt of any manufacturer or government-issued recalls on Products purchased or leased by the Board pursuant to the Agreement. All Product purchased or leased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make or model within ten (10) business days of Vendor notifying the Board of the recall. If the same make or model is not available due to the recall, then Vendor shall provide a comparable product in terms of quality and price. Acceptance of the comparable product shall be at the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer rejects in writing the comparable Product, Vendor shall remove all the recalled Products from the Board sites and provide a full refund for each recalled Product within ten (10) business days of receiving the Chief Procurement Officer's rejection of the comparable product. Replacement of the recalled Products shall include delivery of the same make and model products or comparable products (if accepted) to the sites where the recalled Products are located and removal of the recalled Products at no cost to the Board. Vendor shall remove all recalled Products from Board property at the time the replacement Products are delivered, unless otherwise directed by the Board.

20. Product Warranty. Vendor warrants that all Products furnished hereunder shall be new and conform with the specifications in this Agreement. Products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship and design for a period of time of at least one year from the receipt of shipment, unless the Board specifically agrees otherwise. During the warranty period, the Board shall have the option to require Vendor to repair and replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products shall be warranted for a minimum period of one (1) year from

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completion of repairs or the remainder of the Product's original warranty, whichever is longer. Vendor shall be responsible for transportation charges for all warranty shipments. This warranty shall survive inspection, acceptance, payment and expiration or termination of the Agreement. Each warranty shall include, but is not limited to, the manufacturer's name, the Product number, the length of the warranty, the manufacturer's contact information. Warranty information shall be provided with the delivery of the Products and when Vendor submits its invoice. Nothing within this Section shall limit or be interpreted as reducing any warranty that may be provided by Vendor or the original manufacturer of the Product to the extent that the original warranty may be more expansive than the warranty set forth in this Section.

21. 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.

22. Participation by Other Local Government Agencies. Other local government agencies ("Local Government Agencies") may be eligible to purchase Products and Services pursuant to the terms and conditions of the Agreement if: (a) such agencies are authorized, by law or their governing bodies, to execute such purchases; (b) such authorization is allowed by the Board of Education's Chief Procurement Officer; and (c) such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Vendor to provide the Products and Services to the Board or Board's user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Vendor and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Vendor. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.

23. 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).

24. 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.

25. 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 Agreement 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.

26. 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. Vendor is the common law employer of the individuals who perform Services for the Board. 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, agents, and 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.

27. Indemnification. Vendor agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and

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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 Vendor, its officials, agents and employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Products and Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party.

Furthermore, 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 this Agreement, Vendor shall indemnify the Board for any such liability. And, 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, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of 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 Corp.*, 146 Ill.2d 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, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

28. 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 Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.

29. Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

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To Vendor, at:

Omicron Technologies, Inc.
5415 West Higgins Avenue
Chicago, Illinois 60630

and if to the Board, at:

Board of Education of the City of Chicago
Attention: Chief of Safety and Security
42 West Madison Street
Chicago, Illinois 60602

with a copy to:

Board of Education of the City of Chicago
Attention: General Counsel
One North Dearborn Street
Ninth Floor
Chicago, Illinois 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

30. Governing Law. This Agreement 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 this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

31. Insurance. Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

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

31.2. Commercial General Liability Insurance. 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. Vendor agrees to continue insurance meeting these requirements for a minimum of two (2) years following termination or expiration of this Agreement. General liability insurance may not exclude coverage for sexual abuse and/or molestation.

31.3. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits

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

31.4. Cyber Liability and Privacy & Security Coverage. 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, and federal guidelines. Limit of liability should be at least One Million Dollars (\$1,000,000) per claim. Any retroactive date or prior acts exclusion must predate the date of the Agreement. If coverage is made on a "claims-made basis", an extended reporting provision of at least two (2) years must be included. Cyber liability may be included in a technology errors and omissions policy.

31.5. Additional Insured. Vendor shall have its 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 or Products if satisfactory proof of insurance is not provided by Vendor prior to the performance of Services or Products. 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 West Madison Street
Chicago, Illinois 60602
riskmanagement@cps.edu

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

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under the Agreement.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor shall require any subcontractors under this Agreement to maintain comparable insurance naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. 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 Vendor's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Vendor agrees that insurers waive their rights of subrogation against the Board.

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Vendor must register with the insurance certificate monitoring company designated by the Board stated 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 is subject to change.

Each year, Vendor 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) that they must 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 identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications Inc.
211 West Wacker Drive, Suite 220
Chicago, Illinois 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <https://www.cpsvendorcert.com>

Website for online registration, insurance certificate submissions and annual fee payments:
<http://www.cpsvendorcert.com>

32. 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 Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the delivery of the Products; progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit. Vendor shall maintain all records related to the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Agreement and Vendor's performance of Services and delivery of Products. All records referenced above shall be retained for at least five (5) years after the termination or expiration of the Agreement and shall be subject to inspection and audit by the Board, subject to modification by the terms of the Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

33. 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. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services and/or Products, but excluding taxes levied or imposed on the income or business privileges of Vendor, which remain the responsibility of Vendor.

34. M/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 incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan 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

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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.

35. 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 Agreement, including without limitation, the indemnification provisions contained in the Agreement.

36. 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 Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *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.*; 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, county, 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 Vendor's employees or Vendor's subcontractors' employees.

37. Minimum Wage. 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 Chief Procurement Officer. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/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 as stated by the City of Chicago ("Minimum Wage") for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

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

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

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

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

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

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

38. Entire Agreement and Amendment. This Agreement, 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 this agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Vendor, the terms of this Agreement shall supersede and prevail.

39. Controlling Agreement. Vendor shall not request any CPS students or 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 Services or Products except for those documents specifically approved by the Board under this Agreement. 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 student or staff or other 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 Agreement represent the entire agreement of the Parties for the Services and Products. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by the authorized representatives of both Parties and approved by the Board's General Counsel.

40. 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 this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

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41. Transition Services. Vendor will provide to the Board and/or to the service provider selected by the Board ("successor service provider") assistance reasonably requested by the Board to effect the orderly transition of the Services, in whole or in part, to the Board or to successor service provider(s) (such assistance shall be known as the "Transition Services") for a minimum period of three (3) months following the termination or expiration of this Agreement, in whole or in part. The Transition Services shall be provided at no additional cost to the Board and may include: (a) developing a plan for the orderly transition of the terminated services from Vendor to the Board or successor service provider(s); (b) if required, transferring the Board data to the successor service provider(s); (c) using commercially reasonable efforts to assist the Board in acquiring any necessary rights to legally and physically access and use any third-party technologies, documentation, or other property then being used by Vendor in connection with the Services; (d) using commercially reasonable efforts to make available to the Board, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Vendor in connection with the Services; and (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the transition services. This section shall survive expiration or termination of this Agreement.

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

43. 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 this Agreement as fully set forth herein.

44. Freedom of Information Act. Vendor acknowledges that this Agreement and all documents submitted to the Board related to this 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 this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44.

45. 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 this Agreement 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 this Agreement as if fully set forth herein.

46. Inspector General. Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.

47. 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.

48. 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.

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

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shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

50. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for both Parties.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date set forth above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

OMICRON TECHNOLOGIES, INC.

DocuSigned by:
Janice K. Jackson
CD1300C15BA0459
Janice K. Jackson, Ed.D.
Chief Executive Officer

DocuSigned by:
Lionel Rabb
113F357A04F0445...

By: _____
Name: Lionel Rabb

Title: CEO

Date: October 20, 2020

Date: October 14, 2020

Board Report: 20-0325-RS1, as amended by 20-0624-RS1 and 20-0923-RS1

Approved as to Legal Form: ^{DS} SP ^{DS} AR ^{DS} JG ^{DS} RB

DocuSigned by:
Joseph T. Moriarty
571EC50C33144G5...
Joseph T. Moriarty
General Counsel

Attachments:

- Exhibit A: Scope of Services and Products
- Attachment 1: Service Level Agreement
- Exhibit B: Key Personnel
- Exhibit C: Statement of Work Template

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Exhibit A

Scope of Services and Products

(See Attached.)

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Exhibit A

Scope of Services and Products

This Scope of Services and Products ("**Scope**") will be conducted pursuant to the terms and conditions of the Software and Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"), and Omicron Technologies, Inc., ("**Vendor**" or "**Omicron**"). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

Summary:

Vendor will provide a comprehensive, secure and stable visitor management system ("**VMS**") for all Board sites, including but not limited to schools, network, and central offices (collectively "**Board Sites**"). *The VMS must have the capability to manage both internal and external visitor ID creation and workflows (parents, staff, students, guests etc.).* It is important to note that there are currently systems in place, but having a district-wide solution is a new project for CPS. This VMS shall serve as the sole source of entry for all people entering Board Sites (a minimum of 514 schools, as well as all network and central offices) and will help determine whether they have permission to enter the specific Board Site, and what level of permission they have for their visit (supervised vs. unsupervised). The Vendor is responsible for the configuration, customization, implementation, training and ongoing support of the VMS.

The Vendor will provide a comprehensive district-wide VMS that enhances the safety of CPS students, staff and overall building security while having an effective view of who is where at the Board sites, who is entering and exiting, so that in an emergency situation proper protocols and precautions can be taken.

Focus, the VMS software, is designed to be a fully-functional system that replaces any existing visitor management applications at all Board sites ("**Focus VMS**"). Omicron's Focus VMS runs on standard desktop/laptop computers with internet access and mobile devices from smartphones to tablets.

I. Business and Functional Requirements of Focus VMS

- A. The Vendor shall provide a comprehensive system-based process and equipment to track all people (this includes but is not limited to employees, vendor staff, volunteers, Local School Council members, union staff, students, university students, researchers, parents, renters, visitors etc.) entering and exiting all Board sites.
- B. The Vendor also shall provide the following Focus VMS capabilities to meet the CPS business objectives:
 1. Replacing any existing kiosks or visitor management systems at schools, as well as eliminating the need for schools to maintain physical visitor logs where visitors currently sign in and out.
 2. Being capable of being used by the latest version of multiple internet browsers (Chrome, Internet Explorer, Firefox, Safari, etc.)
 3. Being capable of running on a standard configured desktop personal computer with broadband internet.
 4. Having mobile friendly features for tablets or smartphones using the latest versions of Microsoft, Android, or Apple OS.
 5. Providing for Accessible REST APIs for connectivity in the ecosystem.
 6. Having User definable fields and configurable forms for badge customization

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7. Having a capability for visitor web pre-registration.
8. Having all customization of different visitor classifications.
9. Having an automatic compliance enforcement for Audits and Reporting.
10. Providing for identification vetting, red flag/block, Government denied/watch-list integration.
11. Scanning federal and state issued identification cards, Driver's License, and passport scanner.
12. Using a signature keypad capture, and a mobile smartphone credential reader.
13. Creating and reading Barcode and QR code generator/reader/scanner.
14. Reading and securely storing data from federal and state issued identification cards.
15. Redacting information, as necessary and having the ability to add a privacy disclaimer.
16. Accommodating and securely storing manual identification entry options if a visitor does not have an identification card that can be scanned. This manual process must be completed in 60 seconds.
17. Categorizing all visitors to a site by whether they exist in the CPS background system or if they are new to the system, and flag them accordingly. Specifically, if a visitor becomes a member of another group (i.e., a visitor becomes a volunteer, then the Focus VMS must have the ability to update and flag accordingly). This must be real time or near real time, secure, integration with external data sources needed to flag visitor status or attributes, when the business process requires so.
18. Tracking and managing all visitors (and other people entering/exiting the building), which includes the time an individual entered and exited a building based on access cards. The application must also capture if an individual has entered or attempted to access unsuccessfully, and how many times a person has visited each Board Site. The system must also be able to alert administrators to any exceptions such as when a person shows as only having entered or exited during school hours. The system must record the time of arrival and departure for all visitors using ID's, so that (the ability to tap in and out) so manual data capture is not required.
19. Checking visitor names against custom exclusion lists as provided by the Board i.e. order of protection, DNH ("Do Not Hire") etc. and sex offender and murder databases and registries. This also includes secure integration with CPS' Managed Services System ("MSS"). CPS requires full visibility of who is on a site at all times via customized dashboard.
20. Tracking users of the system and restricting who has access to various types of information.
21. Including the capability for false alerts on common names. The system must solve for common names and validate based on information entered by schools.
22. Having the ability to "red flag" visitors who are not permitted to enter one or multiple Board sites. This includes the ability for a management override (disable now) capability.
23. Having the ability to (bulk import) accept and securely send imported data from spreadsheets and associated databases (i.e., Civicore). This must be an automated exchange in batch or near real time.
24. Providing the following options or an equivalent or better substitute:
 - Hardware (not a kiosk) for each site with training for staff to use including a barcode reader, a temporary badge printer and potentially an RFID reader plus additional suggested hardware must be internet enabled).
 - A website/system in which school staff can log onto.
 - Printer for temporary badges/passes.
25. Registering visitors using a wide variety of role options including but not limited to parent volunteer, student teacher, researcher, career fair host, and other visitors identified.
26. Supporting multiple languages for check in and pre-registration.

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27. Having the ability to email a pre-registration link to visitors before they arrive in an effort to speed up the registration process on site. This link must include a QR code that can be scanned which will also speed up identifying the person when arriving onsite.
28. Issuing one-time badges/passes for visitors, with fields including but not limited to full name, photo, time of entry etc. These one-time badges/passes must print in five seconds. This includes providing equipment to print these temporary badges/passes.
29. Issuing long-term IDs to regular visitors to sites. These IDs must be capable of being activated and deactivated in the system, and without having the ID present. These IDs will need to correspond to unique identification numbers, as well as correspond to multiple roles that one person may have. Roles may be activated or deactivated discretely or altogether. The Focus VMS must be compatible and integrate with Kronos and other existing ID software the Board uses.
30. Having the capacity to trigger customized auto-communication, using email, SMS, or phone to different groups (such as Board administrators, security staff, principals etc.) to identify any unauthorized visitors or other scenarios identified as possible red flags by the Board.
31. Maintaining an encrypted digital record of all visitors in a secure, federally compliant database, as well as discarding this data as directed by the Board; with the ability to query archived data. All data and encryption keys remain the sole property of CPS.
32. Having the ability to send alerts via SMS text and email to parents, staff, and law enforcement (911).
33. Sending and receiving text or email alerts when visitors are scheduled, when they arrive and when they check out. This is an enhancement that will link registration information to the person the visitors are coming to see.
34. Allowing for CPS customizations, where needed. The Focus VMS must include customization capabilities including developing and releasing management processes.
35. Allowing for the creation of ID's and distinct tracking functionality for both internal CPS audience (staff, students), and external visitors (parents, vendors, etc.).
36. Having the ability to sign in and sign out visitors to a School or District facility. This shall be done at a minimum by scanning a valid identification in one scan of the item such as a driver's license, identification card, military identification, or other legally recognized form of identification.
37. Not allowing for self-sign in on the first visit.
38. Saving prior visitor information for quick retrieval.
39. Providing up-to-date information about who is currently on site, the area of the facility where they should be located, and the time that they entered.
40. Setting custom alerts on individuals (such as banned visitors, restricted access, restraining orders, custody issues, etc.).
41. Having False Positive Logic to eliminate false positive sex offender matches so that non-sex offender visitors do not get flagged on future visits to that school.
42. Generating a printed badge on an adhesive backed paper media (and pvc plastic) that will include, at a minimum, the visitor's name, picture or digital photo, destination or person they will be visiting, barcode, and date and time when the badge was issued.
43. Printing badges ahead of time for groups of visitors.
44. Having the capability to have visual guardian matching for student early dismissals.
45. Providing standard reports to the Board, as well as allowing for custom reports to be created within a reasonable timeline.
46. Providing online pre-registration for incoming visitors and groups.
47. Customizing visitor types and roles.
48. Having automatic compliance enforcement for Audits and Reporting
49. Being able to capture signature with peripheral (optional) signature device
50. Providing mobile and peripheral QR/barcode readers for quick check-in and credential

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verification.

51. Being able to quick print temporary entry passes and badges.

II. REQUIREMENTS AND DELIVERABLES

A. Project and Service Delivery Requirements

1. Project Management - Vendor must develop, maintain, share, and execute a project plan to ensure the satisfactory delivery of agreed functionality, and be approved by the CPS Project Management Office ("PMO") team. Vendor's Project Manager ("PM") must regularly update the project plan and share with CPS stakeholders and project team. Key tasks and priorities identified must include, at a minimum, deliverables for both functional and non-functional domains, development and/or development cycles, testing, training, and transition to operations details. The Vendor will provide the Board with a mechanism to have full visibility into all project resources and documentation during scheduled checkpoints with the PMO and CPS business owner.
2. Project Resources - CPS requires the following Vendor project resources at a minimum:
 - Project Manager (Leader)
 - Business or System Analyst (Process)
 - Subject Matter Expert (Product) for Focus VMS and SAML 2.0
 - Organizational Change Manager (People Activities)
3. Project Management Deliverables - The following are the project management deliverables required of Vendor:
 - Charter
 - Project plan including:
 - Executive Summary;
 - Scope Statement with Review and Approvals;
 - Work Breakdown or Backlog;
 - Schedule, with Milestones;
 - Risk Plan;
 - Organizational Change Management Plan;
 - Communication Plan;
 - Training Plan;
 - Quality Plan (testing, and quality control);
 - Status Reporting on Deliverables and Risk;
 - Change Control Process; and
 - Escalation Process.
4. Project Delivery Approach - CPS has guidelines for Project Management that must be followed, which includes initiating, planning, executing, and closing out the project. Vendor must follow the CPS project management guidelines from the CPS website: <https://sites.google.com/cps.edu/pmo/home>.
5. Project Schedule - Vendor shall be responsible for ensuring the project remains on track to deliver agreed functionality to a staging environment by agreed upon milestones, perform suitable testing and issue remediation as outlined in the milestone table for the Board to perform validation, and deliver agreed upon system functionality to the production environment by the milestones agreed upon by the parties, and any post production activities. Post production activities may extend through the end of the Period of Performance. Ideal schedule milestones include:
 - Project Kickoff
 - Project Management Plan

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- Execution / Configure / Customize
 - Testing
 - Training
 - Transitions to Operations
6. Quality Planning - Vendor's quality assurance plan shall be the foundation on which the project deliverables must be built to meet expectations and needs in accordance with requirements captured. The Vendor must present and integrate quality management techniques, such as controls, test plans, etc. Key deliverables requirements are regression testing, user acceptance, and performance testing, at a minimum.
7. Status Reporting - Vendor must deliver, at a minimum, the following on a weekly basis:
- Plan Status, Milestones, and Deliverables - Vendor must work with the Board to review the backlog or plan on a weekly basis, which should be a focus on pending milestones and Deliverables, and schedule tracking.
 - Risk(s) and Issue(s) Status - Vendor shall be responsible for logging risks within a risk register. The risk register must include the risk, mitigation, impact, or whether positive or negative. The Vendor shall be available to conduct a weekly risk and issue review meeting with CPS stakeholders either in person or via telephone, during the development/ rollout cycles.
 - Statement of Work - Vendor shall be responsible for working with the Board to minimize or eliminate scope changes and documenting such changes through statements of work orders in accordance with the change management process terms set forth in Section 5 of the Agreement. Any Services provided pursuant to a statement of work are subject to and must be provided in accordance with the terms of the Agreement.
8. Organizational Change Management ("OCM") - Vendor shall be expected to deliver OCM using a framework for managing the effect of new business processes, changes in organizational structure or cultural changes within the CPS enterprise, which shall include the following:
- Stakeholder analysis
 - Training
 - Communications Strategies
 - Organizational Risk Plan
9. Training - Vendor shall be responsible for training up to fifteen (15) Administrative specialists from CPS business departments as well as two (2) technology specialists from the ITS department in use and support of the Focus VMS.

Vendor shall provide formal end user and system training including refresher training. On an ongoing basis the Vendor must be available to train and provide training modules to be used for all Board employees.

Vendor shall provide the following deliverables to the Board including:

- Training and Business User Guide
- Administrator Training
- CPS onsite training
- ITS Training and Technology Specialist User Guide
- FAQs End Users
- FAQs for Administrative Staff
- Knowledge Articles and FAQ's for CPS Support staff
- Support and Project Delivery Orientations Training
- A unique CPS Training Environment, with select CPS data

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- Multimedia Training Material (Video, Animation, Slide Show, etc.)
 - SDLC process
10. Communications - Vendor must communicate regularly with the Board regarding the progress of the project. Vendor must be available, as required, to meet with the Board Monday - Friday (6am-6pm Central Time) to resolve project questions, issues, risks, or other project related tasks. Vendor must accommodate the Board's desired communication vehicles, which may include email, instant message, text, and phone conversations.
11. Business Analysis - Vendor's Project Manager, Change Manager, Business Analyst and subject matter expert shall be expected to provide distinct deliverables for the Board.

The Business Analyst must be utilized to capture requirements needed to facilitate the delivery of the Focus VMS. Requirements must be formally documented and shared with the project team. Ideally, the Business Analyst will utilize common techniques, such as Gap Analysis and a Traceability Matrix to capture requirements and ultimately be used to create test scenarios.

- The Business Analyst must work closely with the Project Manager and CPS stakeholders.
 - The Project Managers must focus on the project—creating baselines and managing project constraints, communicating and resolving project issues, and getting the resources working on project activities- with an emphasis on the triple constraint scope, schedule and cost (“SSC”).
 - The Business Analyst must focus on the Focus VMS as the end product and how it delivers value and align to CPS requirements.
 - Business analysts must ensure that CPS employees can actually use the end product once it has been implemented.
12. Project Manager and Business Analysis Deliverables. Below are the roles and deliverables for the Project Manager and Business Analysis:

Role	Deliverable	Description
Project Manager	Plan and Schedule	The Project Manager is responsible for creating, updating and tracking the project activities against an agreed Project Plan / Scope or Project Schedule.
Project Manager	Risk and Issues	The Project Manager is responsible for managing and resolving issues and risks that occur or is identified during the project life-cycle.
Project Manager	Support	The Project Manager will support the individual team members with issues, risks and stakeholder engagement activities relating to their area of expertise.
Project Manager/ Change Manager	Stakeholder Expectations	The Project Manager has the responsibility to manage stakeholder expectations around project scope,

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		delivery timeframes, cost, and expected business impacts.
Project Manager/ Change Manager	Lessons Learned	To review both previous lessons learned from similar projects, and conduct an evaluation for executed projects
Project Manager	Resources	The Project Manager is responsible for accounting for all the resources needed to successfully deliver the product of the project
Project Manager	Cost	The Project Manager will quantify the cost for all resources - hard, soft, human resources
Project Manager	Schedule	Dates for milestones and deliverables
Project Manager	Reporting	Reporting project health and status to CPS PMO, sponsor, and stakeholders on a regular basis
Business Analyst	Solution	The Business Analyst must have domain experience for Focus VMS product delivery
Business Analyst	Requirements Planning	The Business Analyst creates a plan to describe the business analysis activities required for the project. This plan must supplement the project plan. The business analysis plan must include the business analysis approach to identifying how requirements will be elicited and approved, and how information will be represented to CPS stakeholders
Business Analyst	Requirements Elicitation	Business Analysts are responsible to elicit requirements from various stakeholders in the business that is impacted by the project. This includes responsibility to identify requirements stakeholders, engagement with those stakeholders (for example via requirements interviews or requirements workshops and managing all requirements outputs received from these stakeholder engagement activities.

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Business Analyst	Requirements Management	The Business Analyst role is responsible to manage requirements documentation, reviews, and prioritization and validation activities. The Business Analyst must manage requirement changes that are required by using tools such as a Requirements Traceability Matrix for the following Architectures: Business, Functionality / Application, Data, Technology, Security, Compliance, Transitioning to Operations
Business Analyst	Stakeholder Engagement	The Business Analyst is responsible to engage and communicate with stakeholders from all parts of the affected business but interactions should be limited to requirements related engagement.
Business Analyst	Requirements Plan	The Business Analyst creates a plan to describe the business analysis activities required for the project. This plan can supplement or form a part of the overall Project Plan. The business analysis plan would also include the business analysis approach, resourcing requirements and work effort estimates. The scope of analysis shall be determined by the impact of the effort. CPS typically classifies efforts and strategical, compliance, tactical and with varying degrees of complexity (Low, Med, High).

CPS is open to combining these roles but deliverables must align with the expectations described above, and the CPS PMO process must be followed.

B. Web User Interface (UI) Requirements

The web application interface for Focus VMS will meet the following requirements, at a minimum:

1. Have the ability to be accessed with mobile devices (iOS, Android, Windows) that includes authorization permission levels. Mobile interface shall also support application administration, and be designed to function with a mobile device.
2. Follow CPS branding guidelines for web user interfaces (ui).
3. Support the latest Windows Desktop and Apple Operating Systems using both Chrome and Safari web browsers.
4. Not utilize Adobe Flash or Java coding.
5. Be American Disabilities Act (“ADA”)-compliant.
6. Be encrypted in-transit SSL encrypted with no less than 256-bit encryption (timely maintenance of the encryption certificate will be the Vendor’s responsibility) and utilize TLS 1.2 or newer.

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C. User Performance Requirements

1. The visitor check in process will take twenty seconds or less when using a scannable ID or 60 seconds if manually entering the visitor details.
2. The Focus VMS will allow upwards of 1000+ people to be on the system at one time. A performance test must be conducted and evaluated to demonstrate its durability.

D. Information and Data Management

The Vendor requirements for information, data, and systems integration will align with the following capabilities, at a minimum:

1. Must employ experts to work in collaboration with CPS ITS and business experts
2. Align with Board academic and administrative data management programs, which include aligning with IMS Global Standard for open operability, or allowing for open data exchange (for all data within the proposed system)
3. Able to maintain logs of activities, status, and functional state of the Focus VMS
4. Have an application architecture built with security in mind, using the latest industry techniques, and in-flight and at-rest encryption methods to protect confidential data.
5. Able to Integrate with technology and service monitoring, with interfaces for CPS (Solarwinds, Microsoft Service Center, ServiceNow)
6. Have redundancy, with no single points of failure, and have the capacity to handle Board demands, and have the capabilities needed to recover from data loss or corruption
7. Able to enable reporting and analytics (BI) with reports / Dashboard - per CPS requirements
8. Able to schedule routine imports and exports of data in an automated fashion
9. Quality controls for data management within the user interface (Spellcheck, Auto population, drop-downs, address validations, professional databases, etc.)
10. Leverage the CPS system of record for identity and access management (see Rapid ID / SAML 2.0 for single sign on requirement below)

A more comprehensive explanation of the requirements above are described in the sections below.

E. Audit History

The Focus VMS will maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions for the duration of the Agreement. This includes persistence of deleted data (“soft deletes”) for all key entities as determined by Board requirements. Reporting on audit history must be easy and efficient, preferably including out of the box reports summarizing data changes.

F. Data Integrations

1. The Focus VMS will support both ad hoc and automated import, export, and update of all necessary CPS data for the Vendor system from CPS systems at appropriate frequencies including near-real-time.
2. The Focus VMS will have the ability to securely exchange CPS data with any existing Board system(s) that is integrated with the background check service. These include, but are not limited to:
 - Oracle
 - Taleo
 - PeopleSoft
 - Kronos
 - ServiceNow
 - Online Data Acquisition system (ODA)

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- Background Check Managed Services solution (MSS)
- Civicore
- VMS - Genetec
- Checkster
- Identity Automation Rapid Identity
- Splunk
- Aspen Student Information System
- Omicron Verify

G. Data Accessibility

The Focus VMS will support both ad hoc and automated extract of all data, with appropriate frequencies, within a format that is consumable by CPS data movement technologies (Oracle, MS SQL, CSV, etc.).

H. Portability

CPS will be able to retrieve its data and applications from Focus VMS for the duration of the Agreement, or move data into different CPS environments, or move data directly to a new application at the expiration of this Agreement.

I. Data Validation

1. Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. Focus VMS will enforce rules to ensure referential integrity between datasets:
 - Ensure that primary keys in one dataset are indeed unique, even compound primary keys.
 - Ensure that foreign keys in one file match the primary keys in another file.
 - Validation that all other fields are well formed, and cleaned as required.
2. In the data integration environment, it shall be important that data issues can be quickly acted upon. Vendor will provide the following options:
 - Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined.
 - Email alerts when data issues are identified so they can quickly be escalated up when jobs are not synchronized.

J. Data Management

1. Return all data that is the property of CPS in an electronic format, en masse, via an online secure service, such as SFTP, or API.
2. Focus VMS must support the latest industry-standard encryption methods for data in motion and at rest - for sensitive or PII data (Personally identifiable information). CPS will be the sole owner of the encryption keys, and the Vendor will submit to CPS on a regular basis a list of all Vendor employees who have unencrypted access to the at-rest CPS owned Data, including the results of the employees' background check and the employees' role with the Vendor. CPS will have sole discretion to approve or deny Vendor employee access to CPS Data.
3. Security practices regarding secure application development must be documented and presented to CPS.
4. Data exchanges with CPS will be done in an automated fashion using a secure RESTful web service integration to allow options for data transfer with other Board applications (scheduled batch or near real time).

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K. Data Conversion and Validation

Vendor will provide human resources to partner with the CPS Enterprise Data Team to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

L. Data Protection

CPS Data will be protected with the latest backup technologies, and be securely backed up daily, with retention of no less than 30 days, and for the duration of the Agreement. Protection techniques will exist within the production and Disaster Recovery environments. All backups will be encrypted at-rest, and CPS will be the sole owner of the encryption keys.

M. Identity and Access Management:

Vendor shall:

1. Be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx>)
2. Maintain a security plan that is comparable or complies with NIST, SOC 2, ISO 27001, or other CPS approved security frameworks.
3. Report to the Office of School Safety and Security and CIO of CPS within 24-hours of discovery of any security incidents that occur within the Focus VMS that may affect the CPS systems.
4. Maintain audit events according to CPS policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
5. Develop and implement policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.
6. Employ a simple and secure means to populate CPS administrative user identities in the Focus VMS via API or database push from a SQL database, via the CPS Data Movement team's methods (SFTP), or via Identity Automation's RapidConnect product. Human resources must be provided to ensure this provisioning is completed successfully end-to-end.
7. Support service-Vendor-initiated single sign on of CPS administrator users via the SAML 2.0 SSO standard, using Identity Automation's RapidPortal identity provider (IDP).
8. Documented security controls in place to protect sensitive and/or confidential information.

N. Information Security

1. Vendor will implement, maintain, and use appropriate safeguards as outlined in the NIST security framework (National Institute of Technology), or that would comply with similar safeguards that are a comparable security framework that will reasonably prevent the misuse of information systems and appropriate protect the confidentiality, integrity, and availability of information systems.
2. Vendor shall provide the following deliverables to the Board:
 - An incident response structure and communication process for end user consumers during a severity-1 event (disaster), and include an escalation process.
 - A process for requesting log data and other information if a security compromise occurs.
 - Plans for what happens with the application or system and the data in the event the contractor goes out of business, is purchased by another entity, or if the Agreement is terminated.

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- Ability to audit the Vendor's environment such as a physical visit, or request for information related to processes and procedures, and to have access to 3rd party security audit (if hosted).
- Ability to place data on legal hold (data that needs to be held for legal purposes).
- Provide the Board with the information about the location of data storage, addressing requirements to keep all data in the United States. Vendor shall share the security policy with the Board at the commencement of the Agreement. The details will include an incident response protocol, which includes a method of continuous improvement (CSI).

O. Access Controls

Vendor shall:

1. Ensure access to the system can be tracked and logged to ensure CPS can discover access for the term of service. Logs must be maintained for the duration of the Agreement, with the capability to send log events to the Board's Security Information and Event Management (SIEM) system, which is currently Splunk.
2. Secure remote access for management of the system must be provided.

Deliverables- Vendor shall provide the following deliverables to the Board:

- SSO integrations - per CPS requirements.
- Access to application log data upon request
- List of all third party integrations, which must be approved by the CPS Information Security Team.
- For the avoidance of the doubt, data exchanges with CPS systems provided in section F (above), titled "Data Integration".

P. Security Training

Vendor shall Identify minimum security training requirements and provide minimum security training to the Vendor's internal staff that access information systems on a regular basis. This training will meet Board standards, and will be approved by CPS information security resources.

Q. Data Protections & Disaster and Continuity (DR / BC) Plans

Vendor must:

1. Develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident, where RPO (< 4 hours), RTO (< 8 hours), and SLA language is documented and approved by CPS. Vendor must include annual failover and failback tests with the Board's administrators to ensure redundancy, and test plans.
2. Process and plan to update the application to stay current with platforms and infrastructure, using a document change control procedure
3. Back up of all CPS systems and data must be in a manner that is consistent with SLA, and RPO determination.

Deliverables- Vendor shall provide the following deliverables to the Board:

- Architectures for Change Control Procedures
- Data Protection that align with RPO requirements
- Disaster Recovery Protocol.

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R. Data Management

Vendor shall:

1. Use the latest encryption and SSL for in motion and at rest for PII (Personally identifiable information).
2. Security practices regarding secure application development will be documented
3. Data exchanges with the Board must be done in an automated fashion
4. Vendor will, at no additional cost to the Board, provide a third party security audit of the Focus VMS that at a minimum demonstrates the information security requirements in this proposal are met.

S. Application and Hosting.

1. Requirements for In-house, SAAS, PAAS, IAAS Hosting.

Vendor will provide the following standards and facility whether the application environment is hosted within the CPS Datacenter or hosted externally (SaaS)

- Recommendations, configurations, and facilities for Production, QA/Test, and Training environments.
 - Technologies that allow automated integrations with both internal and external CPS ITS services (Web services, SFTP, SQL Views, API's, etc.).
 - A facility and method of testing and promoting features before pushing features into production.
 - Ensure Focus VMS can scale to meet the Service Levels (as defined in Attachment 1) and the Board's audience, and perform per CPS approval. A load test must be included with the Focus VMS delivery.
 - Redundant configurations with no single points of failure for both application and infrastructure architectures (application, storage, presentation, networking, etc).
2. Deliverables- Vendor shall provide the following deliverables to the Board:
 - Hosting Architecture and Diagrams for a Test/Qa, Prod, Training at minimum
 - Performance and regression testing for production assets, release management plan, and roadmap.
 - Option to provide SaaS based hosting.

T. Service Levels

A Service Level is the metrics by which the Vendor's service is measured. Service levels provide expectations of quality and service type(s) and also remedies when requirements are not met. The following areas will have service level expectations. See Attachment 1 for Vendor's Service Level Agreement, which is attached hereto and incorporated into the Agreement.

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PRICING INFORMATION:

HARDWARE TABLE: This Hardware Table lists the pricing for the necessary hardware and accessories detailed below (collectively “**Hardware**”) which shall be provided to the Board to operate the Focus VMS under this Agreement (“**Hardware Table**”). The Hardware Table shows the Board’s Hardware options billed at the “Total Price Per Hardware” (with five-year Warranty per Hardware) and the quantity of 640 for each Hardware is included in the Total Hardware Cost.

Hardware Table					
Hardware	Quantity	“Price Per Hardware”	Five-Year Warranty Per Hardware	“Total Price Per Hardware” (with Five-Year Warranty)	Total Cost
Zebra 9308 2D Scanner	640	\$260.00	\$55.00	\$315.00	\$201,600.00
Dymo LabelWriter 450 Turbo Visitor Pass Printer	640	\$105.00	\$45.00	\$150.00	\$96,000.00
Visitor/Temp ID Labels (300 count)	640	\$10.00	N/A	N/A	\$6,400.00
Logitech c920 Webcam	640	\$129.00	\$30.00	\$159.00	\$101,760.00
24” Webcam Gooseneck Stand with Desk Clamp	640	\$40.00	\$30.00	\$70.00	\$44,800.00
Custom Carton with Foldout instructions + trackable shipping (“Shipping”)	640	\$140.00	N/A	N/A	\$89,600
Laptop (see description below) Windows 10 Pro 64bit	640	\$599.00	\$437.00	\$1,036.00	\$663,040.00
		SUBTOTAL HARDWARE COST (“Price Per Hardware”):		SUBTOTAL HARDWARE WARRANTY COST (“Total Price Per Hardware”):	TOTAL HARDWARE COST (including Hardware Warranty Cost):
TOTALS:		\$821,120.00		\$382,080.00	\$1,203,200.00

Any of the above-listed Hardware options shall continue to be billed at the “Total Price Per Hardware” for quantities above 640, with the exception of the Visitor/Temp ID Labels and the Shipping charges which shall be billed at the “Price Per Hardware” for quantities above 640, at the request of CPS.

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LAPTOP**Dell Inspiron 15 3000 Laptop**

- Intel® Core™ i5-1035G1 Processor
- Windows 10 Pro 64bit
- 8GB 1x8GB DDR4 2666Mhz
- 256GB M.2 PCIe NVMe SSD
- 15.6" HD Anti-Glare LED Backlit Display
- Qualcomm 802.11ac Wi-Fi, BT 4.1
- 3 cell, 42WHr Integrated Battery
- 45W AC Adapter
- Five (5) Year Warranty
- 3.6 pounds
- HDMI 1.4b
- One (1) USB Type C Port
- Three (3) USB Type A Port
- Headphone and Microphone Jack
- Option for custom image

TOTAL PRICING FOR FOCUS VMS

PART A.						
Description / Name of Software		Visitor Management System / Focus ID				
Software Version Number / Name		4.3 Enterprise				
PART B.						
Description	Initial Term (Three years)	Hourly Rate for Initial Term (if additional work is required)	1st Renewal	Hourly Rate for 1st Renewal (if additional work is required)	2nd Renewal	Hourly Rate for 2nd Renewal (if additional work is required)
Software & Licence(s) Cost	\$254,430.00	\$0.00	\$224,430.00	\$0.00	\$224,430.00	\$0.00
Set up, Configuration and Installation of software/Hardware	\$110,000.00	\$95.00	\$0.00	\$95.00	\$0.00	\$95.00
Project Management (External Visitor Management)	\$50,000.00	\$175.00	\$0.00	\$175.00	\$0.00	\$175.00
Technical Support and Maintenance	\$60,000.00	\$125.00	\$50,000.00	\$125.00	\$50,000.00	\$125.00
Training (including training materials)	\$25,000.00	\$125.00	\$0.00	\$125.00	\$0.00	\$125.00
Hardware Cost (see above "Hardware Table")	\$821,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Hardware Warranty Cost (Five Years, see above "Hardware Table")	\$382,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Development (If applicable)	\$70,000.00	\$215.00	\$0.00	\$215.00	\$0.00	\$215.00
Subtotal Cost for Focus VMS	\$1,772,630.00	\$0.00	\$274,430.00	\$0.00	\$274,430.00	\$0.00
PART C.						
Special Projects	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internal Visitor Management (Students, Staff) Delivery	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Special Costs	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maximum Compensation Amount of Initial Term					\$1,972,630.00	

All payment procedures and invoicing shall comply with Section 3 of the Agreement. Any hourly rates paid to Vendor for additional work requested by the Board as a non-material change to the Scope shall receive prior approval by the Board in accordance with the change management process in Section 5 of the Agreement.

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EXHIBIT A

ATTACHMENT 1: SERVICE LEVEL AGREEMENT

A. Service Levels

A Service Level is the metrics by which the Vendor's service is measured. Service levels provide expectations of quality and service type(s) and also remedies when requirements are not met. The following areas will have service level expectations:

- Support Process and Priorities for Request, Change, Incident, and Problem Management
- Service Monitoring and Availability
- Data Protection

B. Service Level Terms. The sections below describe the expected Service Levels Terms (SLA or SLT) for Focus VMS.

1. **Goals & Objectives.** The purpose of the Service Level Terms, or Targets, is to ensure that the proper service and technology commitments are understood and documented within the Agreement. These terms govern the delivery of Focus VMS and operational support structure and shall:
 - Define function, or service.
 - Provide clear reference to service ownership, accountability, audience, roles and/or responsibilities.
 - Present a clear, concise and measurable description of service provision to the customer.
 - Match perceptions of expected service provision with actual service support & delivery.
 - Provide process, resources, and tools to enable support of the proposed service.
2. **Service Level Review.** Proposed Key Performance Indicators (KPI's) will be approved by CPS, and be monitored using the Board's service monitoring platform (Solarwinds), reporting, and event management tracking, using a service management tool (ServiceNow, BMC, etc.). CPS is open to utilizing the Vendor's ticketing system to track events, but prefers to centralize support using the CPS service desk or to integrate the Vendors' service delivery and tracking tool.
3. **Service Level Definitions.** Service level definitions must be documented for the proposed solution, and should meet the CPS operational requirements of 99.99% application uptime, and a data recovery point objective (RPO) of two (2) hours (maximum data loss), and a recovery time objective (RTO) time of 8 hours, when a Severity-1 event (up to a disaster) is declared. Severity levels for incidents management must be classified before go-live, and be able to be integrated with how CPS supports applications and services. Incident management for cyber security and service-impacting events must be documented and approved by CPS.
4. **Primary Hours of Operation (PHO).** CPS operating hours are from 6am - 6pm Central Time Monday through Sunday; on some occasions, weekends or after-hours access to the services is needed. CPS standard official holidays and federally recognized holidays such as: New Year's Day, Memorial Day, President's Day, Independence Day, Columbus Day, MLK Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day are non-business hours for CPS, but the Focus VMS must be available.
5. **Service Production System Uptime.** The Focus VMS shall be available twenty-four (24) hours per day, seven (7) days a week, measured on a monthly basis, during which CPS actually has the ability to access the Focus VMS. This uptime metric along with others must be delivered to the CPS business/department owner monthly or dynamically.
6. **Scheduled Downtime.** Scheduled maintenance windows must be established to allow for maintenance of the Vendor's System and for CPS scheduled maintenance activities, which take place on Thursdays evenings 8pm-2am, but can also be extended through weekends. The Vendor is allowed a change window/scheduled downtime with prior notice to the Board. Vendor

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must accommodate requests to postpone any scheduled downtime, if the Vendor determines that the Scheduled Downtime is not system critical, or if a critical process, required by CPS may be impacted.

Example Maintenance Window

Period	Description	Max Duration
Nightly as needed	Nightly System Maintenance	4 hrs
Weekend as needed	System, Database, and Application Maintenance	25 hrs

7. **Unscheduled Downtime.** When CPS is not able to access the application due to unanticipated or unscheduled service interruption, other than Scheduled Downtime, then the downtime is considered an outage (unscheduled downtime). In the event of exceptional circumstances, it may be necessary to perform essential unscheduled maintenance during PHO. Such unscheduled maintenance will be undertaken only when it is deemed necessary to prevent loss of the services or to avoid adverse consequences. Whenever possible, the Vendor must provide at least two (2) hours of advanced notice to CPS for unscheduled maintenance, and use a ticket within the CPS Change Management platform (ServiceNow)
8. **System Redundancy Requirements.** Vendor shall design and implement application, infrastructure, and network redundancy with no single points of failure within Focus VMS.
9. **Hosting and Service Management Requirements.** Vendor shall provide the following standards and facility whether the application environment is hosted within the CPS Datacenter or hosted externally (SaaS).

Configurations, and facilities for Production, QA /Test, and Training environments.

- a. Technologies that allow automated integrations with both internal and external CPS ITS services (Web services, SFTP, SQL Views, API's, etc.)
- b. A facility and method of testing and promoting features before pushing features into production.
- c. Ensure the Focus VMS can scale to meet the service levels and CPS's audience, and perform per CPS approval. A load test will be included with the Focus VMS delivery.
- d. Redundant configurations with no single points of failure for both application and infrastructure architectures (application, storage, presentation, networking, etc.)
- e. Ensure that the environment can failover to a disaster site, that is not with the same city, and with no more than two (2) hours of data loss (RPO)
- f. Ensure the best of breed security is integrated within the application development, production, test, and training environments:
 - i. An incident response structure and communication process for end user consumers during a severity-1 event (disaster), and include an escalation process;
 - ii. A process for requesting log data and other information if a security compromise occurs;
 - iii. Plans for what happens if the Focus VMS and the data in the event the contractor goes out of business, is purchased by another entity, or if the Agreement is terminated;

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- iv. Ability to audit the Vendor's environment such as a physical visit, or request for information related to processes and procedures, and to have access to 3rd party security audit;
- v. Provide the security policies and procedures that are line with NIST, SOC 2, ISO 27001, or other CPS approved security frameworks, to ensure robust processes are in place to protect CPS interests;
- vi. Provide CPS with the information about the location of data storage, addressing requirements, and to keep all data in the United States;
- vii. Provide a Production, DR, and QA / Test environment (at minimum) and with latest patches for both the operating system and application platform; and
- viii. Provide access (or dashboard) to a technology and service monitoring tool, and a method to have CPS admins to be alerted in cases of a critical issue, and or allow CPS to monitor Vendors environment with the CPS monitoring technology.

10. Data Protection (Backup). Vendor will perform backup operations in the following manner:

Type	Description	Timing
Baseline	Pre-Production Image	Once
Daily Incremental Files	Data changes during the period all tiers all environments	Daily
Full Data Files	All resident data files all tiers all environments	Weekly (weekend)
Applications	All application files (full data files including cold backups)	Monthly
Operating System	All O/S configuration files – all tiers all environments	Monthly
Database	All database – all tiers all environments, every two (2) hours	Weekly (weekend)
Fall Back Copy	At the request of CPS when a change is made to Focus VMS a copy will be made before the change.	As Needed

11. Backup Retention and Archiving. Vendor will retain Back-Up copies of CPS Data and other files locally and at a secure offsite location as follows, for the duration of a Board agreement:

Description	Retention Period
Baseline	Until first annual + 1 month

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Daily	6 days
Weekly	4 weeks
Monthly	11 months
Annual	8 years

Vendor will test backup or archiving recovery twice per year, at a minimum, and once per year in all subsequent years, and submit a fully tested backup and recovery procedure covering all data associated with the CPS environment and share such test documentation and findings with CPS

12. Disaster Recovery (“DR”).

In the case of a total disaster, or a complete loss of access to the the Focus VMS (> 4 hours):

- Vendor will use commercially reasonable efforts to restore Production operations with a full functional production environment, at no more than a 50% degraded performance.
- Vendor will re-establish and complete batch processing schedules or integrations.
- CPS acknowledges and agrees that such an event may result in partial or degraded service when restored.
- Pre-disaster level of Service will be restored as soon as commercially practicable, so the Vendor must ensure the DR environment can run for as long as needed.
- Vendor will complete a DR test for CPS yearly, during the Agreement.

C. Application Support Hours.

1. The following Services are covered by the Vendor’s support process:

- Manned Telephone support
 - Monday-Sunday, 6:00am - 6:00pm CST
 - Calls received out of office hours will be forwarded to a mobile phone for Planned or Emergency Onsite assistance, as needed, and Vendor will respond within two hours.
- Manned Online Live Chat support
 - Monday-Friday, 6:00am - 6:00pm CST
- Monitored Email support
 - Monday-Friday, 6:00am - 6:00pm CST
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day
- Remote assistance using GoToAssist, SCCM, or similar technology
 - Monday-Friday, availability by appointment
 - Scheduled via phone or email with Vendor Tier 2 Support Engineer
- Monthly application check-in (health-check)

2. Support Desk and Services. Vendor will provide CPS a designated service contact with a tracking number used until the incident report is closed. Incident reports are characterized, tracked and responded to as follows:

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Environment	Priority	Tech Response Time	Maximum Resolution Time
Production	High	15 minutes	4 hours
Production	Medium	15 minutes	8 hours
Production	Low	15 minutes	24 hours
Development/Test	High	15 minutes	8 hours
Development/Test	Medium	15 minutes	12 hours
Development/Test	Low	15 minutes	24 hours

3. Resolution Time. Resolution Time means the maximum elapsed time during PHOs for Vendor to either remedy the problem or determine the resolution process, if the problem is not within the control of Vendor. For instance, hosted Software errors may require a remedy provided by the Software Vendor that is beyond the control of the Vendor. Implementation of Software patches is conducted by Vendor in a controlled process and will be accomplished when made available by the Software Vendor and then as quickly and safely as practical during the scheduled change control windows.
The Vendor will respond to 100% of all issues and tickets according to the metrics approved for the Focus VMS. The Vendor will provide a determined Service Credit if responses to support falls below a metric, which must be tracked via ticket.
4. Training Requirements. Vendor will provide End Users with Focus VMS training.
5. Help Desk Reporting. CPS will have real time access to reports that detail CPS help desk requests associated with the Focus VMS, and the resolution times of requests. CPS expects Vendor assistance with sharing or integrating help-desk data between the CPS and Vendor help-desk systems, via data movement, or e-mail syncs.
6. Monitoring. Monitoring of System Availability will be a part of the CPS environments and as such, subject to all change standards and documentation requirements. CPS will be able to view system performance using the Vendor's or CPS's monitoring tool.
7. System Availability Performance Credits. CPS understands and acknowledges that unplanned service losses will occasionally occur. Vendor will provide a minimum System Availability Performance of 99.99% per month measured on a 24 hours per day 7 days per week basis. The 99.99% System Availability Performance must not include time attributable to performance issues (including Unscheduled Downtime) that resulted from CPS equipment and/or third-party equipment or actions not within the sole control of Vendor and which are outside the Point of Demarcation; or (ii) the action or inaction of CPS or any individual or entity to which CPS has given access, or (iii) Vendor application errors ("bugs") in the Software (iv) stopping and starting of the Application servers and Web Servers by Board personnel. Further, Board personnel will notify the Vendor in advance of stopping or starting dependent (changes) Application and Web Servers Network and Active Directory.
8. Performance Credit Table. The Board is seeking to ensure that all SLAs and Deliverables are completed and met with the highest standards. Penalties for non-performance are provided below. Failure by Vendor to meet the minimum software SLAs and Deliverables will result in Service Credit(s), which will be measured monthly, and the performance credit would be computed using 1/12th of the annual licensing cost, if a credit needs to be calculated:

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SLAs and Deliverables	% Service Credit toward Next Monthly Fee
99.99% or above	0%
Less than 99.99%	10%
Less than 99.7%	20%
Less than 99.6%	30%
Less than 99.5%	100%

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Exhibit B
Key Personnel

Name	Title/Role	Responsibilities for Duration of Agreement
Audra Chadwell	Customer Relations Manager Client Relations/Project Management	<ul style="list-style-type: none"> ● Support ● Resources ● Cost ● Project ● Management ● Support
Jeff Morris	Lead Dev/Ops Interface Development/ Customization	<ul style="list-style-type: none"> ● Interface/Data ● Movement ● Programming ● Single Sign-on ● Confirmation ● Customization ● Configuration
Sajid Bhagat	Lead Integration/ Infrastructure Implementation /Integration	<ul style="list-style-type: none"> ● Hardware ● Infrastructure ● Integration, ● Implementation and ● Testing
Brian Pritzl	Director Change Manager	<ul style="list-style-type: none"> ● Stakeholder ● Expectations ● Lessons Learned ● Change ● Management
Jon Friend	Project Manager Project Management	<ul style="list-style-type: none"> ● Plan ● Schedule ● Risk and Issues ● Reporting

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Exhibit C**Statement of Work Template**
CPS Visitor Management System
Statement of Work # ____**#20-0624-RS1**

This Statement of Work ("**SOW**") is attached to and incorporated into that certain the Software and Services Agreement ("Agreement") between the Board of Education of the City of Chicago, commonly known as Chicago Public Schools (the "**Board**" or "**CPS**") and Omicron Technologies, Inc. ("**Vendor**"). Services provided pursuant to an approved Statement of Work form shall be performed pursuant to the terms of the Agreement. Defined terms used in this Statement of Work form shall have the same meanings as those ascribed to such terms in the Agreement. No attempt to alter the terms and conditions of the Agreement through this Statement of Work will be effective. Any attempt to modify or add to the legal terms and conditions of the Agreement through this Statement of Work for the Services provided pursuant to this SOW **shall** be null and void.

General Information		
SOW Date	TBD	TBD
Detailed SOW Background		
Project Objectives	<ul style="list-style-type: none"> · TBD · TBD · TBD · TBD 	
Project Scope	Statement of processes and/or timeframes (MM/DD/YY to MM/DD/YY)	
Expected Outcomes	Statement of expected outcomes such as findings, observations, recommendations, documents, analysis, flowcharts, etc.	
Project Approach / Methodology	Detailed information on the approach or methodology to achieve the project objectives and outcomes.	
CPS Project Lead:	Name, Title, Department, Email, Telephone	
Vendor Lead:	Name, Title, Email, Telephone	

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Performance Milestones	Deliverables
<ul style="list-style-type: none"> · Description, Estimated Date MM/DD/YY · Description, Estimated Date MM/DD/YY · Description, Estimated Date MM/DD/YY 	<ul style="list-style-type: none"> · Description, Estimated Date MM/DD/YY · Description, Estimated Date MM/DD/YY · Description, Estimated Date MM/DD/YY

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed by its respective authorized representative. The parties agree that the Services provided pursuant to this Statement of Work shall be subject to the terms and conditions set forth in the Agreement. Any attempt to modify or add to the legal terms and conditions of the Agreement through this Statement of Work for the Services provided pursuant to this SOW shall be null and void.

Entity	Name	Signature	Date
Omicron Technologies, Inc.	Authorized Signatory and Title (Printed)	_____	_____
Board of Education of the City of Chicago	Authorized CPS Representative (Chief Operating Officer or designee)	_____	_____
Board of Education of the City of Chicago	Joseph T. Moriarty, General Counsel	_____	_____

Copies of the fully approved and executed Statement of Work shall be provided to the CPS Law Department upon execution.