

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.

**CONTRACT FOR WEB CONTENT FILTERING SERVICES
CDW GOVERNMENT LLC**

This Contract For Web Content Filtering Services ("**Contract**") is effective as of May 1, 2022 ("**Effective Date**"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, having its principal offices at 42 W. Madison Street, Chicago, IL 60602 (the "**Board**") and **CDW Government LLC**, an Illinois limited liability company having offices at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("**Vendor**").

RECITALS

- A. On or about January 13, 2022, the Board issued a Request for Proposals For Web Content Filtering Services for the Board of Education of the City of Chicago as Specification No. 21-446 ("**RFP**"), wherein the Board requested proposals for web content filtering services as more fully described therein.
- B. Vendor responded to the RFP in a manner deemed acceptable to the Board.
- C. Board desires to engage Vendor to provide and perform such web content filtering services as are more fully described herein.
- D. Vendor is an authorized reseller of certain products and has demonstrated expertise in providing such web content filtering services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to provide and perform such web content filtering services, and is desirous of providing such web content filtering services to Board. Vendor will be subcontracting with Lightspeed Services ("**Lightspeed**") to implement the services.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated into this Contract.
- 2. **TERM OF CONTRACT.** The term of the Contract will commence as of the Effective Date and shall continue for a period of three (3) years ("**Term**"), unless terminated sooner as provided in the Contract. The Board shall have two (2) options to renew the Contract for respective periods of one (1) year each under the same terms and conditions as in the original Contract (each a "**Renewal Term**"). Notwithstanding the Effective Date of the Contract, the Parties acknowledge and agree that the obligations contained herein shall not commence until the last date of signature; provided however, the applicable fees shall be prorated to reflect actual usage by the Board of the Software and Services (both hereinafter defined), recognizing that the initial Term (and Renewal Term[s]) dates do not change.
- 3. **SCOPE OF PRODUCTS AND SERVICES.** A Scope of Products and Services is attached hereto and incorporated herein as "**EXHIBIT A – SCOPE OF PRODUCTS AND SERVICES (THE "SOLUTION").**" Vendor agrees to provide the products and services set forth in the Scope of Products and Services in accordance with the terms of the Contract. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Contract, including without limitation any Products or Materials (both as hereinafter defined). "**Products**" means, collectively, any goods, hardware, Software (defined in Section 35), documentation, licenses, updates, components, equipment, or accessories as described in the Contract that one would consider within the ordinary meaning of the product as understood in the applicable industry or field of business. The Board retains final authority with respect to all Services-related decisions. The Board may, from time to time, request changes in the Scope of Products and Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented

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by a written amendment to the Contract signed by the authorized representatives of both parties or other document executed in accordance with the Change Management Process section set forth in this Contract. The Board assumes no obligation hereunder to purchase any quantity of Products or Services other than those identified on a Purchase Order issued by the Board.

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

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

4. COMPENSATION; PURCHASE ORDERS; BILLING AND PAYMENT PROCEDURES; ELECTRONIC PAYMENTS.

4.1. **Compensation; Maximum Compensation Amount.** Compensation for Products and Services during the Term shall be payable in accordance with "**EXHIBIT B – SCHEDULE OF COMPENSATION AND PAYMENTS**" attached hereto and incorporated herein (the "**Schedule of Compensation**"). Prices shall be firm as set forth in the Schedule of Compensation for the Term and, if the Board elects to exercise any renewal option, will be negotiated and agreed between the parties and approved by the Board. There will be no reimbursable expenses. The maximum compensation payable to Vendor for Products and Services during the Term shall not exceed the amount set forth in the authorizing Board Report, as referenced on the signature page of the Contract (as may be amended) (the "**Maximum Compensation Amount**"), without the prior approval of the Board and a written amendment to this Contract. Vendor agrees not to perform beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment authorizing such additional work and the payment thereof. The Board shall not be obligated to pay for any Products, Services or other deliverables not in compliance with this Contract. For any returned Products, the Board shall either debit or offset from Vendor the cost of such Product, or receive a refund for such, at Board's discretion, against sums due under this Contract.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Products delivered and Services performed during the Term of this Contract and the Board shall not be obligated to pay for any Products or Services not in compliance with this Contract. In the event the Contract 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 not provided.

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

4.3. **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 the Vendor's name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the Services rendered and Products delivered
- Date the Services were provided and Products were delivered to CPS

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- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

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

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

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

6. **PERSONNEL.**

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

6.2. **Key Personnel.** "**EXHIBIT C - KEY PERSONNEL**" attached to and incorporated herein

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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 6.1. above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Contract. In particular, and without limitation, Vendor shall continuously throughout the Term of the Contract and any Renewals provide a “**Designated Lightspeed Contact**” to the Board for the Board’s use. Rob McCartney (Customer Success Engineering Manager - Lightspeed) shall be the Designated Lightspeed Contact at the commencement of the Contract. The Board shall have the right to interview and approve any replacement Designated Lightspeed Contact.

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

8. TERMINATION, SUSPENSION OF SERVICES, EVENTS OF DEFAULT, REMEDIES, AND TURNOVER OF DOCUMENTS.

8.1. **Early Termination.** The Board may terminate the Contract in whole or in part, without cause or penalty, 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 or Services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Compensation Section of the Contract.

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

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

8.2. **Suspension of Services.** The Board upon written notice may direct Vendor to suspend delivery of Products or Services in whole or part. Vendor shall promptly resume delivery and performance of Products and 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:

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- A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
- B. Any material misrepresentation by Vendor in the inducement or the performance of the Contract.
- C. Breach of any term, condition, representation or warranty made by Vendor in the Contract.
- D. Failure of Vendor to perform any of its obligations under the Contract, including, but not limited to, the following:
 - 1. Failure to perform any portion of the Services or deliver Products in the manner specified in the Contract.
 - 2. 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.
 - 3. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services or Products that were determined by the Board to be incomplete or unsatisfactory.
 - 4. Discontinuance of the Products or Services for reasons within Vendor's reasonable control.
 - 5. Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Contract constituting an Event of Default.
 - 6. Failure to meet MBE/WBE project participation goals.
- E. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board.
- F. Where Services include contact with CPS students, any failure to comply with the Background Check requirements, in whole or in part.
- G. 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.

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

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

- A. Take over and complete the Products and Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under the Contract or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- B. Terminate the Contract, in whole or in part, as to any or all of the Products or Services yet to be performed, effective at a time specified by the Board.
- C. Suspend the performance of Services 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 is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- D. Seek specific performance, an injunction or any other appropriate equitable remedy.
- E. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- F. Money damages.
- G. Withhold all or part of Vendor's compensation under the Contract that are due or future payments that may become due under the Contract.
- H. 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 (19-0626-PO1), as may be amended from time to time.

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

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

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

8.5. **Turnover of Documents and Records.** Upon demand of the Board after termination of the Contract for any reason or the expiration of the Contract by its terms, Vendor shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Contract or the performance or furnishing of Products and Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Contract.

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

10. **CONFIDENTIAL INFORMATION.**

10.1. **Definitions.**

A. **Confidential Information.** In the performance of the Contract, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**" or "**CPS Data**"). Such Confidential Information may include, but is not limited to: Student-Generated Content (hereinafter defined), 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 Contract 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 to Vendor by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, or generated through the Board's use of any technology, including but not limited to any Software, that is directly related to a CPS student, by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students. For purposes of this Contract, 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. De-Identified Data includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Contract, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Contract.

D. **Student Generated Content.** The term "Student-Generated Content" means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.

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10.2. **Use of Confidential Information.** Vendor shall only use Confidential Information for the sole purpose of providing Services to the Board and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services set forth in the Contract. Vendor shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Contract without the prior written consent of the Board, except where required for its own internal use solely to deliver the Services under this Contract and strictly in accordance with the terms of this Contract. 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 the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), and as applicable the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”).

10.3. **Handling of Confidential Information.** Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are 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:

- 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. Vendor shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
- 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 to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements 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.

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G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's enterprise IT environment complies with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.

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 involving the Board's Confidential Information, as well as policies for responding to a breach of Confidential Information security. Vendor agrees to share an overview of its information security plan upon request.

I. Ensure that Vendor and Lightspeed will comply with the requirements of "**EXHIBIT I - CDW INFORMATION SECURITY OVERVIEW**," attached hereto and incorporated herein.

J. Confidential Information processed by Vendor 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 by Vendor in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.

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 Services and/or Materials provided under the Contract, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

10.5. **Press Releases; 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 Contract 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 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 Contract for as long as Vendor is permitted to retain such Confidential Information.

10.7. **Unauthorized Access, Use or Disclosure of Confidential Information.** 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 hours from Vendor receiving

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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 Contract, 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 it executes with subcontractors performing Services or providing Products under this Contract.

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 technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Contract. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Contract.

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 Contract.

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 Contract.

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 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 Contract is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Contract. Student Data shall remain under the control of the Board throughout the Term of this Contract, including any Renewal Terms. This Contract 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.

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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.

10.9. **Compliance with SOPPA and FERPA.**

A. **Information Status.** The parties acknowledge that any Student Data shared or collected hereunder constitutes "**Covered Information**" as defined under SOPPA and "Personally Identifiable Information" as contemplated in FERPA (collectively "**Covered Information**"). Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et seq.*) ("**SOPPA**"), the Federal Educational Rights and Privacy Act (20 CFR §1232g; 34 CFR §99 *et seq.*) ("**FERPA**"), and the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time (See **EXHIBIT J: CPS STUDENT ONLINE PERSONAL PROTECTION POLICY; SECTION 604.10.**). Requests regarding Covered Information hereunder shall be made by and received from the Board's authorized SOPPA representative, at privacyoffice@cps.edu (the "**CPS SOPPA Representative**").

B. **Operator Status.** The parties acknowledge that, to the extent it receives and/or processes Covered Information pursuant to this Contract, Vendor qualifies and is acting hereunder as an "**Operator**" as defined in SOPPA.

C. **School Official Status.** Vendor acknowledges that, to the extent it receives and/or processes Covered Information pursuant to this Contract it is: (i) acting as a "school official" with a legitimate educational interest as defined by 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; (iii) shall use and maintain 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 Contract or with permission from the Board or pursuant to court order.

D. **Compliance Obligations.** Vendor shall, to the extent applicable during the performance of Services, comply with all requirements set forth in SOPPA and FERPA, and the Board's SOPPA policy and guidelines. Specifically, Vendor agrees to comply with the following requirements:

1. **Security.** Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Contract.

2. **Breach.** If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for reimbursing the Board in accordance with the limitations contained in this Contract, 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) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:

- i. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination
- ii. Such notice shall provide the following information:
 - a. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise

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disseminate without the prior express written consent of the Board's Chief Communications Officer or his/her designee;

- b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
- c. the name, title, and contact information of the Vendor representative managing the Breach;
- d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
- e. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
- f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.

3. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:

- i. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
- ii. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
- iii. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
- iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Contract, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Contract. Vendor will provide the Board confirmation of deletion upon request. **COLLECTED AND INTEGRATIONS**

4. Publication.

- i. Identify, through a completed "**EXHIBIT D - APPROVED SCOPE OF STUDENT DATA COLLECTED AND INTEGRATIONS**," an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Contract and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.
- ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Contract available for public inspection on its website, which shall thereby also publicly disclose **EXHIBIT D**, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
- iii. Covered Information Access Listing. Vendor shall provide to the Board in

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EXHIBIT D a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website, which must include a direct link to the required list. Vendor must keep this list current at all times through the link identified in **EXHIBIT D**.

- iv. Comply with SOPPA limitations on a student's Covered Information:
 - a. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
 - b. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.
5. **Vendor Prohibitions.** Vendors are prohibited from:
 - i. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Contract, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Contract.
 - ii. Collecting Covered Information from district staff or outside of the permissions granted under this Contract.
 - iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
 - iv. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Contract.
 - v. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Contract
6. **Additional Obligations:**
 - i. **Subprocessors.** Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Contract, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Contract. For the purposes of this Contract, "Subprocessors" shall be defined as (sometimes referred to as the "**Subcontractor**") means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
 - ii. **Limitations on Subcontractors.** Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
 - iii. **Parent Access.** Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.

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- iv. **Requests for Inspection and Review.**
 - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
 - c. Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
 - d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- v. **Request for Corrections of Factual Inaccuracies.**
 - a. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information.
 - c. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
 - d. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
 - e. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

10.10. **Change Management.** CPS must be notified of all post go-live changes to the Products and Services, which include changes to functionality, the introduction of additional applications, and major platform upgrades. CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.

10.11. **Data Integration & Management.** Products must align to One Roster, or Google Single Sign On / SSO. See **EXHIBIT E - CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT** attached hereto and incorporated herein for additional specificity.

10.12. **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 Contract and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

10.13. **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

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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 Confidential Information-related security breach. The designated contact shall respond to any Board inquiries within two (2) hours.

10.14. **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.

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

11. INTELLECTUAL PROPERTY.

11.1. **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 Contract.

11.2. **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 ("**Board Materials**"). Any and all unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials uniquely developed or first-conceived 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.*

Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights. To the extent that any Work Product resulting from Board Materials does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law.

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. Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms.

Unless otherwise specified in this Contract, all of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Contract within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

11.3. **Vendor's Intellectual Property.** All Intellectual Property owned by Vendor prior to, created independently of the Products and Services under this Contract 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

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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 Contract, Vendor grants to the Board a perpetual, royalty-free, non-exclusive, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.

11.4. **Survival.** The obligations set forth in this Section shall survive the termination or expiration of this Contract.

12. REPRESENTATIONS AND WARRANTIES OF VENDOR. Vendor represents and warrants that the following shall be true and correct as of the effective date of the Contract and shall continue to be true and correct during the Term of the Contract and any Renewal Terms.

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

12.2. **Technical Accuracy.** All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Contract.

12.3. **Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to the Contract and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), the Illinois School Student Records Act ("**ISSRA**"), and as applicable the Student Online Personal Protection Act ("**SOPPA**") and the Children's Online Privacy Protection Act ("**COPPA**"), 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/>. In addition, Vendor shall comply with any governmental regulations, requirements and guidelines and Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and requirements or recommendations regarding face coverings and social distancing.

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

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

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

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

12.8. **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,

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and any such change shall be subject to Board approval which shall not be unreasonably withheld.

12.9. **Third Parties' Property and Information.** In performing and delivering the Services under the Contract, Vendor shall not violate or infringe upon any patent, copyright, trademark, service mark, 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 materials and products that it furnishes to the Board under the Contract and can grant or assign all rights granted or assigned to the Board pursuant to this Contract.

12.10. **Warranty of Title.** Vendor has the lawful right, power and authority to resell the license to the Software and to sell the Products, if any, required by the Scope and the Solution (hereinafter defined) requirements.

12.11. **Assignment of Warranties.** Vendor has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Products and Services provided under the Contract to the Board.

12.12. **Free of Computer Viruses.** Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.

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

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

B. It, its principals, or its subcontractors providing Services under the Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government.

C. It, its principals, or its subcontractors providing Services under the Contract have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

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

In performing any obligations of the Contract, Vendor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended.

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

12.15. **Continued Disclosure Requirement.** If at any time during the Term of the Contract or during any Renewal Terms, Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board.

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12.16. **Survival.** All representations and warranties will survive inspection, acceptance, payment and expiration or termination of this Contract. Nothing in the foregoing representations and warranties will be construed to limit any other rights or remedies available to the Board under the law and the Contract.

13. **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 the Contract (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:

13.1. **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 the Contract 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.

13.2. **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 the Contract 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.
- 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.

13.3. **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 the Contract 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.

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

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- 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.
- 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.
- F. Immediately remove from any contact with any CPS student pursuant to the Contract 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.

13.5. **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 the Contract, 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 the Contract, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Contract, 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 the Contract 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 the Contract 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 the Contract.

14. **RESEARCH ACTIVITIES AND DATA REQUESTS.** Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Contract or for any other purposes, Vendor shall comply with the Board's External Research Study and Data Policy adopted December 11, 2019 (19-1211-PO3), as may be 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 and Research, or as otherwise provided in the Policy.

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15. USE OF BOARD'S NETWORK; ACCEPTABLE USE POLICIES. If at any time, Vendor has access to the Board's computer network, Vendor warrants that it will be, and shall remain in, compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), during the Term of the Contract 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 28, 2019 (19-0828-P21), as may be amended. Board shall provide notice of any adopted amendments to the Policies referenced herein in this Section 15, and afford Vendor a reasonable period of time to comply.

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

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

Furthermore, as stated in Independent Contractor Section above, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Vendor's employees under the Contract, Vendor shall indemnify the Board for any such liability. As stated in the Confidential Information Section above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of a data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

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

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right

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of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

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

18. NON-LIABILITY OF BOARD OFFICIALS. Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under the Contract or be held personally liable under the Contract to Vendor, its members if a joint venture, or any subcontractors.

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

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

21. FREEDOM OF INFORMATION ACT. Vendor acknowledges that the Contract and all documents submitted to the Board related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Contract shall be posted on the Board's Internet website.

22. MBE/WBE PROGRAM. Vendor acknowledges that it is familiar with the requirements of the Board's "*Remedial Program for Minority and Women- Owned Business Enterprise Participation in Goods and Services Contracts*" ("**Remedial Plan**"), which is available on the Board's website at

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<https://policy.cps.edu/download.aspx?ID=153> and is incorporated as if fully set forth herein. (Please see extension: https://www.cpsboe.org/content/actions/2021_12/21-1215-RS1.pdf) Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Vendor agrees to submit such documentation in connection with the program as may be requested by the Board.

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

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

24. NON-DISCRIMINATION. It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended and all other applicable federal, state, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the Vendor's employees or the Vendor's subcontractors' employees.

25. CHICAGO'S MINIMUM WAGE REQUIREMENTS. In the performance of this Contract, Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. 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

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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 determined by the City of Chicago ("**Minimum Wage**") for work performed under the Contract; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract.

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

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

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

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

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

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

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

27. 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.

28. WARRANTY OF SERVICES. Vendor hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Vendor warrants that its Services will be performed in a manner that does not damage or corrupt data of the Board. Vendor also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. The warranties

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contained in this Section will continue for the duration of the Contract (“**Warranty Period**”) after acceptance of the deliverables, in writing, by the Board. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than thirty (30) days after notification by the Board. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment. This warranty is voided if the Work Product or Solution are altered by anyone other than Vendor, or if the environment in which the Work Product or Solution operate or are used (including the physical, network and systems environments) is altered; provided however, to the extent that any acts or omissions of Vendor contribute to any claim, this shall be a deduction proportionate to the claim. Moreover, it is anticipated that, in the normal course of business, Board employees and/or contractors may be required to interface with the system in the normal course of their obligations, and such activities shall not be deemed “alteration” as set forth herein, but may void the warranty contained herein to the extent of the cause of the warranty claim.

29. 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).

30. 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.

31. REMOVAL AND REASSIGNMENT. Vendor agrees to remove any of its staff or subcontractor’s staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person. Vendor shall have a transition plan for all key personnel on this account. In the event of removal, reassignment or departure, Vendor will make commercially reasonable efforts to provide transitional coverage of any Key Personnel within five (5) business days and will have new personnel fully in place within sixty (60) days;

32. SUBCONTRACTOR EMPLOYEE SCREENING AND MONITORING PROCESS. If the awarded Vendor plans to subcontract the Services outlined in the Contract to a third party, Vendor must submit its subcontractor’s employee screening and monitoring process for Board approval prior to final contract approval.

33. CHARTER SCHOOL PARTICIPATION. Charter schools which receive funding from the Board shall be eligible to purchase Services pursuant to the terms and conditions of the Contract and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Vendor. 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.

34. NOTICES. All notices required under this Contract shall be in writing and shall be sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by facsimile or email as shown by the transmitting device, or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago

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Department of Information and Technology Services
42 W. Madison Street
Chicago, Illinois 60602
Attn: Chief Information Officer
Email: npfleming@cps.edu

and

Board of Education of City of Chicago
Attention: General Counsel
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1701

If to Vendor: CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Attention: General Counsel
Email: psp@cdwg.com

35. LICENSE, IMPLEMENTATION AND SUPPORT.

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

The link to the EULA to be provided is: <https://www.lightspeedsystems.com/terms-of-use/>. See **EXHIBIT H.**

35.2. **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.

35.3. **Licensed Users.** Vendor shall provide a username and password for each licensed user of the Software, if applicable. "**Licensed Users**" or "**Board Users**" usually means those schools, classrooms, administrators, teachers, students, and other identified individuals licensed to access the

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Software. Unless specifically stated in the Contract, there is no set maximum or minimum number of Board Users who will be able to access the Software.

35.4. **Implementation of the Software.** Vendor shall provide installation, configuration, and implementation services for any Software provided under the Contract, so that it is accessible through the Board's computers and other compatible devices.

35.5. **Software Maintenance and Support.** Vendor shall provide maintenance and support services to the Board for Software purchased or licensed as part of the Solution as more fully described in the Contract.

35.6. **Compatibility and Data Flow.** Vendor shall ensure that the Software and Services allows data to flow properly between the Board's users and the Software. Vendor must ensure that the Services, Software, and other resources and materials (collectively, the "**Provided Resources**") that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "**Board Resources**"). At all times, Vendor must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers, including without limitation the following:

- A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution.
- B. Providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services.
- C. Working with the Board's other service providers in the implementation and integration of the Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services.
- D. Providing reasonable access to and use of the Provided Resources.
- E. Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

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

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

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

- A. Vendor will assign to the Board any warranties concerning the Software from the manufacturer to the Board as applicable.
- B. Compatibility. The Software is compatible with and shall support implementation and full utilization as set forth in the Scope of Services.
- C. Documentation Warranty. The documentation provided to the Board concerning the Software ("Documentation") shall be kept current with the upgrades of the Software.
- D. RESERVED.
- E. Software Performance. The Software shall perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Software shall perform such functions. Vendor shall correct any failure of the Software to perform in accordance with the Documentation within five (5) business days.
- F. Free of Defect Media Warranty. To the best of Vendor's knowledge, the tapes, diskettes, flash drives, and CD-ROM and other media on which the Software is furnished shall be free from defects in materials and workmanship under normal use for 90 days.
- G. Free of Computer Malware. Vendor will use commercially reasonable best efforts to ensure that the Software used in the performance of the Services is free of computer malware (e.g., viruses, worms, rootkits, keyloggers, redirectors, etc.) Vendor will also maintain a master copy of the appropriate versions of the Software, free of computer malware, if applicable.
- H. Not Alter Program. Vendor will not, directly or through a third party, knowingly remove, alter, change or interface with the Software for the purpose or preventing the Board from utilizing the Software.
- I. No Disabling Code. Vendor will not knowingly cause any disabling code to be incorporated into the Software.
- J. Enhancement Warranty. To the best of Vendor's knowledge, any enhancements shall perform as described in the Documentation.
- K. Software Customization. Any customizations of the Software shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party. In addition, Vendor hereby represents and warrants that any Software application customized shall meet the specifications as provided in the Contract. If the Board notifies Vendor, or Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties, the Vendor shall, at its own expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the Board. Any repair or replacement of Software or Services or portions thereof will be additionally and automatically warranted therein.

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36. NEW PRODUCTS; OPTIONS. During the Term of the Contract or any Renewal Terms, Vendor may inform the Board's Department of Information and Technology Services ("**ITS**"), and the Department of Procurement if an addition to the Products (including without limitation any Software), and including any optional equipment for Products, provided under the Contract may reduce costs, improve quality or efficiencies, or be otherwise beneficial to the Board and are still within the scope of the Contract. For example, as new technologies evolve during the Term of the Contract or any Renewal Term, additional products may be offered to consumers similarly situated to the Board that are within the scope of the Contract. In such an event, Vendor shall provide to the Board the specifications, price, and any other relevant information regarding the proposed product (including a sample where requested), and the Board's Chief Information Officer (or Interim or Acting Chief Information Officer, as the case may be) ("**CIO**") and the CPO shall determine if the product is within the scope of the Contract and can be added to the Products list included within the Contract as set forth herein. Any addition or modification to the Products list that does not amount to a material revision as defined in the Contract shall be documented in writing in accordance with the Change Management Process section of this Contract. The sale of any new Products shall be in accordance with the terms of the Contract. The price for any Products added to the Products list in this manner shall reflect discounts consistent with the prices for other Products that are available for the Board to purchase or lease under the Contract. The Board shall have no financial or other obligations for the sale of any product that is not included in any Products list in the Contract at the time of the sale with the appropriate written documentation.

37. SUPPLY OF PRODUCTS. Upon installation (or delivery, as the case may be), other than as may be set forth herein, all Products will become the sole property of the Board. Vendor will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Contract and to the satisfaction of the Board's CPO.

38. PRODUCT COMPLIANCE. All Products and any other goods, equipment or materials that may be provided or used as part of the Contract 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.

39. PRODUCT WARRANTY. The terms of this Section 39 apply to Products sold under this Contract, other than Software which is warranted under Section 35.7. As applicable, Vendor warrants that all Products furnished hereunder shall be new and conform with any specifications ("**Specifications**") and other requirements as set forth in the Contract. 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 (or the length of the manufacturer's warranty, whichever is longer), unless the Board specifically agrees otherwise. Vendor shall assign to the Board the benefits of any manufacturer's warranty of the Products and shall cooperate with the Board in securing any and all remedies of such warranties for the benefit of the Board during the Term of the Contract and any Renewal Terms.

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 therefor. Repaired or replaced Products shall be warranted for a minimum period of one (1) year from completion of repairs (or date of receipt of replacement, as the case may be) 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 Contract. Each warranty shall include, but is not limited to, the manufacturer's name, the product number, the length of the warranty, and the manufacturer's contact person. 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.

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The Board acknowledges that Vendor may not be the manufacturer of all the Products being supplied under this Contract. Nonetheless, Vendor warrants that from the date of delivery, the Products shall be covered by the respective manufacturer's warranty, and Vendor shall only provide Products covered by manufacturer's warranties.

40. PRODUCT AVAILABILITY AND SUCCESSOR MODELS. If Vendor or a manufacturer/supplier cancels or discontinues a Product during the Term of the Contract or any Renewal Term, 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. In such an event, 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 ("**Successor Model**"). Samples of the proposed Successor Models must be made available to the Board's CIO and CPO for their review and approval in the same manner as samples were provided as part of Vendor's original proposal prior to substitution. As applicable, any agreement to replace a Product in the Contract must be documented in writing in accordance with the Change Management Process section. The absence of a written agreement documenting acceptance of the replacement product shall mean that any purchases of the replacement product shall be null and void.

41. PRODUCT RECALL. Vendor does not manufacture the Products and therefore does not initiate product recalls. In the event of a manufacturer or government issued recall on a Product distributed by Vendor to the Board, and upon the receipt of notice from the OEM to Vendor, Vendor shall notify the Board and advise the Board of the Product recall. Vendor shall notify the Board within two (2) business days of Vendor's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to this Contract, at no cost to the Board, in which the health or safety of any individual may be at issue. In all other circumstances, Vendor shall notify the Board within five (5) business days of Vendor's receipt of notice of any manufacturer or government issued recalls on Products purchased by the Board pursuant to this Contract and at no cost to the Board.

All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Vendor with the same make and model within ten (10) business days of Vendor notifying the Board of the recall. If the same make and 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 cause its subcontractors to 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 (or if the health or safety of any individual is at issue, within two (2) business days of Vendor's notice of recall or as otherwise may be requested by Board). Replacement of the recalled Products shall include delivery of the same make and model products or the 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. In the event of a Product recall, Vendor will assist the Board in its filing of associated claims with the manufacturer and, to the extent needed.

42. REMOTE SERVICES AND IN-PERSON SERVICES, INCLUDING DURING FULL/PARTIAL/HYBRID CLOSURE: ADDITIONAL RESTRICTIONS AND REQUIREMENTS [AS APPLICABLE].

42.1. Vendor shall provide remote Services consistent with the Scope of Services as directed by the Board. Any and all remote Services shall comply with the CPS Acceptable Use Policy, Vendor Policy found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx>, as may be amended ("Vendor AUP").

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42.2. Vendor shall only provide in-person Services at any time during the Term or any Renewal Term, including during full or partial/hybrid closure of CPS schools due to COVID-19:

- A. As set forth the Scope of Services.
- B. In compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Public Health Department (“CDPH”).
- C. In compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning.

43. TRANSITIONS.

43.1. **Transition at Effective Date of Contract.** Upon commencement of the Contract, Vendor shall perform in accordance with “**EXHIBIT F - TRANSITION, IMPLEMENTATION, AND MANAGEMENT PLAN**” attached hereto and incorporated herein.

Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.

43.2. **Transition at Termination/Expiration of Contract.** Upon expiration or early termination of this Contract, Vendor shall take all actions necessary to accomplish a complete and timely transition from Vendor to Board, or to any replacement service providers designated by Board (collectively “**New Provider**”), without material impact on the Services or any other services provided by third parties. Vendor shall provide Board and New Provider with all information regarding the Services that is needed for the transition. Vendor shall provide for the prompt and orderly conclusion of all work, as Board may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Vendor shall provide any additional transition services as Board requests in writing for a period of up to one year after the termination or expiration of this Contract, on a time and materials basis, at a rate to be mutually agreed between Board and Vendor.

44. CHANGE MANAGEMENT PROCESS. During the Term of this Contract or any Renewal Term, the parties may determine that change(s) to the Contract is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented.

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

44.2. **Statements of Work and Change Requests and Orders.** If the proposed change does not amount to a material revision as defined above, the parties’ authorized representatives shall agree in

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writing to a Statement of Work or Change Request and Order, as appropriate, before each change takes effect.

A. **Statements of Work.** The parties may mutually agree upon and enter into a written Statement of Work ("**SOW**") to further describe the Products to be provided and the 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 Contract. Each SOW entered into shall be numbered sequentially in order of execution and shall be executed by the Board's CIO or designee and the authorized representative of Vendor. 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. Any Products provided and Services performed in accordance with a SOW shall be performed in accordance with the terms of the Contract. Any SOW that is not completed and approved in accordance with the terms of the Contract, including this Section, shall be null and void, and Vendor shall not be entitled to any compensation for Products provided or Services performed pursuant to a void SOW. In the event of a conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Contract, this Contract controls.

B. **Change Requests and Orders.** The parties may at any time determine that changes to the Products and Services provided under this Contract are necessary. Provided that such changes do not amount to a material revision and do not require a SOW, the parties shall exchange Change Requests, proposals, and then Change Orders. All Change Orders shall contain a detailed, written description of the change in Products and Services and any compensation change (provided that it is not a material revision of the compensation). Any Products and Services provided pursuant to a Change Order shall be subject to and comply with the terms of this Contract. Change Orders shall not modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision. Any Change Order is not effective unless and until it is properly signed by the CIO and/or his/her designee and the authorized representative of Vendor. Any Change Order that is not completed and approved in accordance with the terms of the Contract, including this Section, shall be null and void, and Vendor shall not be entitled to any compensation for Products provided or Services performed pursuant to a void Change Order. In the event of a conflict or inconsistency between the terms and conditions of a Change Order and the terms and conditions of this Contract, this Contract controls.

45. TECHNICAL INFORMATION. Prior to the execution of this Contract, Vendor shall supply CPS's Department of Information and Technology Services ("**ITS**") with information regarding the Products (including without limitation any Software), including but not limited to the security and technical environment (collectively "**Technical Information**") which is available from the manufacturer or publisher. Vendor is required to advise the Board's ITS Program Manager if the Technical Information for any Product(s) or Program(s) changes in any way during the Term of this Contract, including any Renewal Terms. Any changes that, in the Board's sole determination, do not result in the disqualification of the Products shall be documented in accordance with the Change Management Process section. Changes that result in the disqualification of any Product shall be documented in accordance with the requirements of the Change Management Process section.

46. APPROVAL OF TECHNOLOGY PRODUCTS. All proposed technology products will require vetting and approval with regard to compliance with CPS safety, technical, security/privacy and academic/instructional standards. It is anticipated that vetted and approved Products will be set forth in an Exhibit to the Contract.

47. ADDITIONAL REQUIREMENTS FOR DELIVERY OF PRODUCTS AND SERVICES. In the event of a strike, sympathy strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful disruptive activity that impacts Services, Vendor shall ensure continued uninterrupted delivery of

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Services and Products to the Board in accordance with the terms of the Contract, or as may be otherwise directed by the Board and agreed upon by the Parties. Under the aforementioned circumstances, the Board shall have the right to direct Vendor to use any of the following methods to arrange for continued delivery of Products and Services: 1) use of Vendor's non-union employees or an alternative courier to deliver products; 2) delivery of products to an alternative site; 3) use of Board employees to pick up Products from Vendor or Vendor's couriers; or 4) any other alternative means necessary to ensure that Products and Services are timely delivered to the Board without disruption. Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements when such clauses impact the delivery of any Services or Products under this Contract. Any alternative delivery methods utilized under this section shall be approved by a representative designated by the Board.

48. INSURANCE REQUIREMENTS. Vendor, at its own expense, shall procure and maintain insurance covering all operations under the Contract, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. The Board retains final authority with respect to all insurance-related decisions and reserves the right to adjust for changes in a reasonable manner due to the nature of the relationship between the parties hereto or market factors or the legal or economic premises upon which this Contract is based. Minimum insurance requirements include the coverage set forth:

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

48.2. **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.

48.3. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

48.4. **Professional Liability /Technology Errors and Omissions (including Cyber Liability).** When any professionals perform Services in connection with the Contract, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than Five Million Dollars (\$5,000,000.00) each claim and Five Million (\$5,000,000.00) in the aggregate. Coverage must include contractual liability and Privacy/Network Coverage and security/privacy must **not** be excluded. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services. This coverage may be included in a Cyber Liability And Privacy & Security Insurance policy.

48.5. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance (and Professional Liability /Technology Errors and Omissions (including Cyber Liability) Insurance, if Umbrella/Excess coverage is available for these

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coverages), with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, and shall cover the Board and its employees, subject to that of the primary coverage.

48.6. **Additional Insured.** Vendor shall have its Commercial General Liability, Umbrella/Excess Liability, and Automobile Liability Insurance policies (and its Professional Liability /Technology Errors and Omissions (including Cyber Liability), if available for those coverages) include 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”.

48.7. **General.** 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 Products or Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, Illinois 60602
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 agreement by the Board that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. Vendor's failure to carry or document required insurance shall constitute an Event of Default of the Vendor's Contract with the Board. In the event Vendor fails to fulfill the insurance requirements of the Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or the Contract may be terminated.

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

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in the Contract. The Vendor shall require any subcontractors under the Contract to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insured. The Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the Contract, if any, or any limitation that might be placed on the indemnity in the Contract given as a matter of law.

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

Vendor must register with the insurance certificate monitoring company designated by the Board and indicated below and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

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Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
211 W. Wacker Drive, Ste 220
Chicago, IL 60606
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <http://www.cpsVendorcert.com> (designated website for online registration, insurance certificate submissions and annual fee payments)

49. 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.

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

51. COUNTERPARTS AND ELECTRONIC SIGNATURES. The Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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

The parties, however, acknowledge that Vendor may have or may have had one or more prior agreements or contracts with Board, pursuant to which Vendor may have continuing obligations currently or after termination or expiration thereof ("**Other Agreements - Continuing Obligations**"), such as but not limited to warranties, record retention obligations, or indemnification obligations. It is not the intention of the parties to subsume or supersede those Other Agreements - Continuing Obligations in this Contract, and the parties' respective obligations thereunder.

53. CONTROLLING AGREEMENT. Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by

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the Board under the Contract. Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any agreement or license contained or referenced in the Products or Services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Contract represent the entire agreement of the parties for the Products and Services. No additional terms or conditions shall apply to the Board unless a written amendment to the Contract is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel, or is otherwise documented and executed in accordance with the Change Management Process section of this Contract.

54. GOVERNING LAW. Without regard to application of any applicable conflict of law provisions, the Contract shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Contract. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

55. CONTINUING OBLIGATION TO PERFORM. In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all its obligations under the Contract with a reservation of all rights and remedies it may have under or pursuant to the Contract at law or in equity.

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

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

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

59. INSPECTOR GENERAL. Each party to the Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

60. 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.

61. LIMITATION OF LIABILITY. Except as specifically set forth in this Section, in no event shall Vendor or the Board be liable to the other for indirect, special, or punitive damages arising from any claim

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or action based on contract, tort or other legal theory. The aforesaid limitation of Vendor's liability to CPS shall not apply to the following: (a) Vendor's obligations to indemnify CPS as set forth in the Contract; (b) Vendor's obligations set forth in the Confidential Information Section (not including those applicable to Student Data); (c) those instances where Vendor's acts or omissions are finally determined by a court of competent jurisdiction to be gross negligence or willful misconduct.

IN THE EVENT THAT VENDOR'S BREACH OF ITS DATA PRIVACY OBLIGATIONS RELATED TO STUDENT DATA SET FORTH IN THIS CONTRACT, INCLUDING ANY OBLIGATIONS UNDER SECTION 10, SECTION 12.3, SECTION 17, OR APPLICABLE DATA PRIVACY LAWS, IS THE CAUSE OF A DATA SECURITY BREACH, THE PARTIES AGREE TO APPLY A SEPARATE LIABILITY CAP EQUAL TO SIX MILLION DOLLARS (\$6,000,000) IN THE AGGREGATE. THE PARTIES AGREE THAT ANY CLAIM OR RECOVERY THAT IS SUBJECT TO THE DATA PRIVACY CAP WILL NOT ALSO BE CLAIMABLE OR RECOVERABLE UNDER THE DIRECT DAMAGES CAP CONTAINED IN THE PARAGRAPH IMMEDIATELY PRECEDING.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO** 

CDW GOVERNMENT LLC

DocuSigned by:
Miguel del Valle
By: _____
Miguel del Valle, President

DocuSigned by:
Dario Bertocchi
By: _____

DocuSigned by:
Estela G. Beltran
Attest: _____
Estela G. Beltran, Secretary

Name: Dario Bertocchi
Print


Title: Director Program Sales

Date: January 23, 2023 | 5:11:14 PM CST

Date: January 20, 2023 | 3:56:14 PM CST

DocuSigned by:
Pedro Martinez
By: _____
Pedro Martinez
Chief Executive Officer

Board Report Nos. 22-0427-PR11; 22-0727-AR1-22; 22-0928-AR1-16; 22-1026-AR1-II-15

Approved as to legal form: 

DocuSigned by:
Joseph T. Moriarty

Joseph T. Moriarty, General Counsel

Date: January 23, 2023 | 5:58:37 AM CST

ATTACHMENTS:

- EXHIBIT A: SCOPE OF PRODUCTS AND SERVICES (THE "SOLUTION")**
- EXHIBIT B: SCHEDULE OF COMPENSATION AND PAYMENTS**
- EXHIBIT C: KEY PERSONNEL**
- EXHIBIT D: APPROVED SCOPE OF STUDENT DATA COLLECTED AND INTEGRATIONS (to be completed by Vendor and attached to Contract)**
- EXHIBIT E: CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT**
- EXHIBIT F: TRANSITION, IMPLEMENTATION, AND MANAGEMENT PLAN**
- EXHIBIT G: SERVICE LEVEL AGREEMENT**
- EXHIBIT H: EULA**
- EXHIBIT I: CDWG INFORMATION SECURITY OVERVIEW**
- EXHIBIT J: CPS STUDENT ONLINE PERSONAL PROTECTION POLICY; SECTION 604.10.**

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.**EXHIBIT A****SCOPE OF PRODUCTS AND SERVICES (COLLECTIVELY THE "SOLUTION")****STATEMENT OF SERVICES****Web Filtering Services**

The Vendor will resell the Software and will provide a web content filtering solution (collectively "Solution") designed to protect the Board's student population from harmful content as mandated by the Children's Internet Protection Act and accompanying regulations (both as may be amended) ("CIPA") (as referenced here: <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>). The proposed Solution must include all hardware, software, manufacturer maintenance, installation and support and maintenance services. The purpose of the Solution is to provide for the Board's compliance with CIPA.

A. Required Features

- i. Solution will include all hardware and software to support a production filtering system, and development filtering system identical to the production system, logging system and a reporting system. The logging and reporting systems can utilize the same hardware if feasible.
- ii. Solution will have the capability to filter content on Board-owned devices even when not on the Board's network. Proposal should detail all dependencies required to support this capability as well as all known limitations.
- iii. The Solution must be able to decrypt up to 100% of encrypted (SSL) traffic.
- iv. Solution must scan all inbound and outbound web traffic (HTTP, HTTPS and other web traffic on non-standard TCP ports). Ideal Solution will be capable of scanning all traffic across all ports and protocols.
- v. Solution must be scalable up to 240,000 requests per second, with up to 100% of the traffic encrypted.
- vi. Solution must block sites based on web site categorization (e.g., adult, gambling, hacking, etc.)
- vii. Solution must block sites based on explicitly defined URL and not simply based on keywords.
- viii. Solution must provide template functionality such that users with specific criteria receive different levels of access. For example, a staff user may have access to the Social Media category while a student would not be allowed access. The Solution will need to be able to pull in metadata from Microsoft Active Directory (AD) to support this functionality.
- ix. The Board prefers a Solution that will allow individual school policies. Designated school staff will be able to modify a limited set of categories. For example, the adult content category cannot be permitted at the school level; however, a school may opt to block the gaming category but permit other acceptable categories so long as there is no interference with CIA compliance. School staff will not be able to modify the policy in a way that would compromise the Board's CIPA compliance.
- x. The Solution will allow for designated school staff to be able to access reports specific for their schools.
- xi. Solution must detect and block attempts to use proxies and VPN services in order to evade filtering, even if the proxy or VPN service is not configured for standard web ports.
- xii. Solution must display a message to end users explaining why the site was blocked. This page is to be customizable by the Board. The page should display the following at a minimum:
 1. Reason site was blocked
 2. User's name or credential if known
 3. User's IP address

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EXHIBIT A

SCOPE OF PRODUCTS AND SERVICES (COLLECTIVELY THE "SOLUTION")

- xiii. Solution must allow for users to login as another user in case the system identifies the user incorrectly.
- xiv. Solution must automatically update the database of blocked sites and categories and alert if the update fails.
- xv. Solution must be able to store a minimum of three months' logs in an active database and the trailing 9 months in cold storage. The ideal Solution will store 12 months of live data. The current system is generating 300GB of logs per day.
- xvi. Solution must be able to fail in a closed state to prevent student access to inappropriate content.
- xvii. Solution must be capable of overriding the default filtering policy to a less restrictive one based on AD authentication and AD group membership. Solution would need to be able to poll two different AD domains in one forest. Security Assertion Markup Language (SAML) 2.0 integration through our Identity solution, which is currently Identity Automation, is ideal.
- xviii. If a cloud or hybrid Solution is proposed, the cloud services must be able to failover to the Vendor's secondary datacenter in the event of failure at the primary datacenter.
- xix. All services must be provided and data must be stored within the continental United States of America.
- xx. The Board is implementing a web caching solution by Appliansys. Vendor will work with the Board and Appliansys to ensure the systems function nominally when used in tandem.

B. Administration

- i. Solution must provide for an override for sites to be explicitly allowed or blocked regardless of category.
- ii. All filtering systems should be managed from a single interface.
- iii. System should have the ability to be monitored via SNMP 3.
- iv. The Solution will provide a means to show the current firmware and/or operating system versions across all appliances/servers.
- v. Cloud Solutions will need to provide a dashboard that provides both a high level health status of the cloud systems/services as well as a detailed view that shows system load, traffic volume, critical service status and software versions of each server/appliance.
- vi. Performance Indicators to be monitored include but are not limited to:
 - 1. CPU Load (detailed to the core level)
 - 2. System Memory
 - 3. Disk Space and IO metrics
 - 4. Critical service/process status
 - 5. Critical service/process events
 - 6. Traffic volume metrics (requests per second)
 - 7. Network Latency for HTTP and HTTPS traffic

C. Reporting

- i. Solution must provide real-time reports based on the following criteria:
 - a. User
 - b. Timestamp
 - c. Source IP address

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EXHIBIT A

SCOPE OF PRODUCTS AND SERVICES (COLLECTIVELY THE "SOLUTION")

- d. Destination Site
- e. Site Category
- ii. Solution must provide trending data in daily, weekly, monthly and yearly reports. Trending reports include but are not limited to:
 - a. Allowed HTTP requests per second
 - b. Denied HTTP requests per second
 - c. Total HTTP requests per second
 - d. Network Latency in milliseconds
- iii. Solution must provide reports that aggregate a user's data. For example, the report must state that "User A" visited www.example.com 50 times instead of listing 50 separate events.
- iv. Solution must provide for retention of at least three (3) months of logs online. Solution must support integration with Splunk Cloud utilizing syslog or API integrations.

Solution Acceptance Criteria

- A. The Solution will be initially implemented by 05.01.23. by the Vendor at no cost to the Board until the Solution is accepted in writing by the authorized Board representative as designated by the Chief Information Officer (or Interim Chief information Officer, as the case may be) ("**CIO**").
- B. The installed equipment and services will need to be able to scale to full production, and the equipment and services will shift to a production role once accepted by the Board.
- C. The Solution must have the capability to fall back to the Board's existing web filtering solution. At no time will the Solution cause the Board to be in breach of CIPA compliance or cause a disruption to student and staff Internet connectivity.
- D. During the implementation, at any time the Board may determine that the Solution has failed to meet the District's Acceptance Criteria, including but not limited to the below- listed factors. If the Vendor is unable to cure such failure within thirty (30) days after notice from Board, the Board, at its sole discretion, may opt to terminate the Contract.
 - i. At any time the Solution fails to prevent student account to reach a known blocked category or site
 - ii. Solution fails due to scaling or load issues
 - iii. Solution fails to block sites based on explicitly defined URL
 - iv. Solution is unable to decrypt traffic as configured
 - v. Provided logging solution or database, as applicable, is not able to process all events with no more than 15 minutes of delay during peak load (which generally occurs between 10am and 2pm on school days)
 - vi. Reporting Solution is unable to generate reports in a timely fashion or dashboards fail to load.
- E. If the Solution is not accepted by the Board, any equipment will be removed at no cost to Board.

Initial Implementation

- A. Vendor shall be required to provide Project management to coordinate all tasks, activities, timelines, milestones, and deliverables. This includes coordination with the Board and its vendors for the Services provided under this RFP. Vendor's Project Management staff (collectively the "**PM**") is expected to conduct and moderate regularly scheduled Design and Engineering meetings with all vendors associated with this initiative and act as primary contact for both the Board and Project team members at all levels of this Project. The PM shall be responsible to:

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- i. Perform a Risk Analysis to identify and manage all known risks associated with this implementation.
- ii. Provide Project status reports and maintain an outstanding issues list.
- iii. Prepare Work Breakdown Structure and provide Project schedules in the form of Gantt charts, system diagrams, milestone charts, or text tables.
- iv. Continually review Project objectives in order to provide Project status, and address Project issues.
- v. Prepare a Project Team Directory consisting of contacts, roles, and assignment charts.
- vi. Manage requests for scope changes.
- vii. Review the development of testing and turnover procedures.
- viii. Resource management and tracking of engineering staff for the Vendor and subcontractors.
- ix. Resolve schedule problems and conflicts.
- x. Manage planning, scheduling and controlling Project objectives with respect to performance, cost/budget, timeframes, Project scope, and the effective use of resources.
- xi. Manage Project team to confirm commitment on Project Deliverables and ensure the Board's expectations are met.
- xii. Coordinate communication of schedules, access, work to be performed and any network outages with Board staff.

Test Plan & Development System Implementation

- A. The Solution shall include a Test Plan to utilize the development systems that closely reflects the production environment in order to mock up upgrades/enhancements to ensure proper planning and minimal Service disruption.
- B. The development system must be installed in the Board's test environment, unless the Solution is entirely cloud based.
- C. The Vendor will develop and maintain a Test Plan utilizing the development system to test changes prior to implementation in the production environment.

Ongoing Support Services

- A. Vendor will provide a dedicated technical resource. This resource will provide the following services including but not limited to:
 - i. Ticket escalation
 - ii. Feature request tracking and escalation
 - iii. Attend weekly conference calls to discuss the status of the systems, upcoming upgrades, feature enhancements, open tickets etc.
- B. Vendor will provide a dedicated resource to provide project management, training and assist in communications.
- C. Vendor will provide a reporting and Splunk integration resource with Splunk Administration certification that will be available as needed.
- D. Vendor will provide a resource to assist as needed for reporting, compliance and related project work. For instance, to support documenting domains used by specific applications and assisting in allow listing and block listing domains to support the Board in complying with the Student Online Personal Protection Act ("**SOPPA**").

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EXHIBIT A
SCOPE OF PRODUCTS AND SERVICES (COLLECTIVELY THE "SOLUTION")

Management

- A. The Board requires the Vendor to share access to the systems to be deployed as part of this initiative, including "enable" and/or "root" level passwords to allow the Vendor and the Board to jointly accomplish operational configuration changes associated with maintenance events.
- B. Vendor must describe approximate duration, frequency and a brief description of common administrative tasks needed to maintain the system.
- C. Vendor shall provide appropriate resources to maintain the Solution. Please detail staffing levels proposed, organizational charts, and responsibility matrixes of all support staff.
- D. Vendor will provide incident diagnosis and remediation/Problem Management to efficiently resolve problems as they occur in accordance with the Service Level Agreement ("SLA") (See **EXHIBIT G**).
- E. Vendor will maintain and modify all associated documentation for the duration of the contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, and general documentation associated with the Board's network shall be owned by the Board and must be made available in electronic format upon request.
- F. Vendor is expected to maintain a complete inventory of the proposed Solution. Vendor agrees to add this inventory into the Board's asset management database and track any changes throughout the course of the contract.
- G. Vendor must work with the Board to establish proper system backups on all covered equipment. Vendor agrees to test restore procedures on a periodic basis. If the test restoration procedures fail, the Vendor must commit to successfully completing a valid test.
- H. Vendor must provide a training plan which details the organizational training requirements that would be involved to support the implementation of the Solution. This includes client installation/usage and operational maintenance/support.
- I. Vendor is required to draft and maintain Installation and troubleshooting instructions and Frequently Asked Questions (FAQ) for end users and support staff. Please provide some sample documents.

Additional Services

- A. Vendor will provide services to provide in person and remote training services for end users and support staff.
- B. Vendor will provide fixed labor rates to support any additional work effort that is not included in the scope of work and pricing.
- C. Vendor will provide dedicated support to identify applications in use on the network, and work with the Board to ensure compliance with any laws and regulations e.g., SOPPA.

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EXHIBIT A

SCOPE OF PRODUCTS AND SERVICES (COLLECTIVELY THE "SOLUTION")

D. As an additional Deliverable, CDW/LightSpeed will work with CPS to create an integrated Incident Management process, which may include the use of monitoring and ticketing tool (integrations), log reporting, and include named resource(s) for critical events such as data breaches, or service disruptions.

Incorporation of Service Level Agreement ("SLA") Into Contract. The SLA is attached to the Contract as "EXHIBIT G - SERVICE LEVEL AGREEMENT".

The terms of the Service Level Agreement (Exhibit G) are incorporated into the Contract. The parameters and enforcement mechanisms of the SLA shall be approved by CPS, and shall be subject to change by the Parties from time to time in accordance with the Change Management Process set forth in this Contract.

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.**EXHIBIT B**
SCHEDULE OF COMPENSATION AND PAYMENTS**Annual License Costs**

Base Service Annual Cost (\$ 491,172.50):

Description	Part Number	Quantity	List Price	Discount %	Net Price	Ext. Price
Lightspeed Filter - The value of selecting a cloud-based provider is infinite scalability without the concern for managing and purchasing additional hardware as the district's bandwidth increases; ultimately, removing future cost variability. The proposed Solution includes Lightspeed's patented Smart Agents, Network Agents, and cloud reporting services. All labor and services are included in the licensing fee.	FLTR-1	425000	\$ 9.10	87.30%	\$ 1.16	\$ 491,172.50

Optional Service Annual Cost:

Note: These services must be authorized in writing by the Board's Chief Information Officer or Acting Chief Information Officer.

Description	Part Number	Quantity	List Price	Discount %	Net Price	Ext. Price
Lightspeed Classroom 1 year license	CLRM-1	425000	\$ 5.20	80.05%	\$ 1.04	\$ 440,895.00

Add-on Services Annual Cost:

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SCHEDULE OF COMPENSATION AND PAYMENTS

Note: These services must be authorized by Board approval with a contract amendment.

Description	Part Number	Quantity	List Price	Discount %	Net Price	Ext. Price
Lightspeed Alert 1 year license	ALRT-1	425000	\$ 5.20	80.05%	\$ 1.04	\$ 440,895.00
Lightspeed Analytics™ - CatchOn Edition (Full Access) 1 year license	ANLT-FULL-1	425000	\$ 8.45	68.10%	\$ 2.70	\$ 1,145,608.75
Lightspeed MDM 1 year license	MDM-1	425000	\$ 9.00	53.70%	\$ 4.17	\$ 1,770,975.00

Compensation Schedule

CPS Fiscal Year	Invoice Date
FY23	The first payment will be made after the Solution is accepted in writing by the Board.
FY24	8/1/2023
FY25	8/1/2024

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EXHIBIT C
KEY PERSONNEL

Day to Day Account Management:

Sean Dillon, Executive Account Manager - CDWG
Rafal Libelt, Advanced Technology Account Executive - CDWG
Todd Tysick, Account Manager Associate - CDWG

Brett Baldwin, VP Sales, Central US - Lightspeed
Mark Russo, Regional Success Director - Lightspeed

Executive Leadership Resources/Strategic Account Planning:

John Buttita, Regional Sales Manager, K-12 Illinois - CDWG
Gabi Rubeck, Field Sales Manager, Illinois - CDWG
Toni Hargis, Area Sales Director - CDWG
Joe Simone, Vice President, K-12 Education Sales - CDWG

Rob Chambers, VP Customer Success - Lightspeed

Technical Project Manager:

Jared Accardo, Director, Sales Engineering - Lightspeed

Technical Resources:

Ryan Cunningham, Senior Sales Engineer - Lightspeed
Rob McCartney, Customer Success Engineering Manager - Lightspeed (and Designated Lightspeed Contact at the commencement of the Contract)

Security Solutions Resource:

Christopher Schabel, Senior Security Inside Solution Architect - CDW

Contract Management:

Mandy Maricque, Program Manager, Education - CDWG

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EXHIBIT D

APPROVED SCOPE OF STUDENT DATA COLLECTED AND INTEGRATIONS

SEE ATTACHED.

EXHIBIT B: Approved Scope of Student Data Collected And Integrations

This Approved Scope of Student Data Collected ("Scope") will be conducted pursuant to the terms and conditions of the Contract for Web Content Filtering Services (the "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 CDW Government LLC (the "Vendor"). 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.

The purpose of this Exhibit is disclosure of student data collected, used, and shared by Vendor in the process of providing services to CPS, and is required by The Student Online Personal Protection Act ("SOPPA") and The Family Educational Rights and Privacy Act ("FERPA").

Email *

fwright@lightspeedsystems.com; personaldatainquiry@cdw.com

Company Name *

Lightspeed Systems & CDW Government LLC

Primary Contact: Name and Email Address *

Fiona Wright - fwright@lightspeedsystems.com; CDW Global Compliance & Ethics - personaldatainquiry@cdw.com

Part I: Student Data Required

STUDENT DATA COLLECTED (FROM CPS OR DIRECTLY FROM STUDENTS): VENDORS IDENTIFY WHICH POINTS OF STUDENT DATA WILL BE USED TO PROVIDE THE SERVICES PURSUANT TO THIS AGREEMENT.

PLEASE FOLLOW THE PROMPTS BELOW, AND PROVIDE THE APPROPRIATE RESPONSE AS REQUIRED.

PLEASE CHECK ALL THAT APPLY, AND PROVIDE ANY ADDITIONAL RESPONSES UNDER "OTHER" AS THIS IS NOT AN EXHAUSTIVE LIST. PLEASE NOTE THAT COMPLETION OF THIS SECTION IS REQUIRED.

- First Name
- Last Name
- Email Address
- Grade Level
- Classroom
- Teacher
- School
- Language
- Age
- Student ID (App Generated)
- Student ID (CPS Student ID)
- Username (other than email)
- Password (other than SSO password)
- Student Grades
- Student Test Scores
- Survey Responses (non PII only) *Cannot be used for Marketing Purposes/SOPPA Prohibited*
- IP Address
- Student Generated Content
- Other:

Please describe how the Part-1 Data Elements will be inputted (integrations or manually) into the proposed platform. Please check all that apply. Completion of this section is REQUIRED. *

- Clever
- OneRoster (IMS Global)
- Secure File Transfer
- Manually Inputted (not Preferred) by Staff
- Manually Inputted by Students
- Other: Active Directory & Google Integration

Student Data Usage: Please describe specifically how EACH aforementioned Student Data Element collected will be used by the Vendor under the CPS Agreement (PLEASE CHECK ALL THAT APPLY AND PROVIDE ANY ADDITIONAL RESPONSES UNDER "OTHER" AS THIS IS NOT AN EXHAUSTIVE LIST. COMPLETION OF THIS SECTION IS REQUIRED):

First Name will be used for :

- Rostering and Tracking
- Reporting
- Other: _____

Last Name will be used for:

Rostering and Tracking

Reporting

Other:

Email Address will be used for:

Authentication and Unique Identifier

Email notifications (i.e. assignments, grades, updates from the teacher, etc.)

Rostering

Other:

Grade Level will be used for:

Delivery of grade level specific content

Matching students with their proper curriculum in order to facilitate use of the platform

Rostering

Reporting for CPS teachers and staff

Other: Not collected

Username (Other Than Email) will be used for:

- Logging on to the platform
- Identification of student on the platform
- Other:

Password (Other than Google SSO) will be used for:

- Logging on to the platform
- Other: Not collected

Student Grades will be used for

- Benchmarking student progress from beginning to end of the program
- Matching the student with prospective colleges and/or scholarship opportunities
- Other: Not collected

Student Test Scores will be used for

- Benchmarking student progress from beginning to end of the program
- Matching the student with prospective colleges and/or scholarship opportunities
- Other: Not collected

Other will be used for:

.....

Classroom information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: Not collected

Teacher information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: Not collected

School information will be used for:

- Matching Students with their proper curriculum in order to facilitate use of the platform
- Rostering
- Reporting for CPS teachers and staff
- Other: Not collected

Language data will be used

- To facilitate use of the platform in Student's primary language
- For reporting for CPS teachers and staff
- Other: Not collected

Student Age will be used

- For Rostering
- For Reporting for CPS teachers and staff
- To ensure that only age appropriate content is presented to the Student
- To match the Student with prospective colleges and/or scholarship opportunities
- To be used to tailor effective counseling for Social Emotional Learning
- Other: Not collected

Student ID will be used for:

- Rostering
- Reporting for CPS teachers and staff
- Other: Not collected

IP Address will be used for:

Logging

Auditing

Security

Other:

Student generated content will be used for:

Storing Assessment Responses

Storing Student Projects

Storing Grades and Subject Progress

Other: Web history logged as required by CPS

Student Survey content will be used for:

Benchmarking Student progress from beginning to end of the program.

Reporting purposes for questions created by CPS staff or teachers (No PII)

Other: Not collected

Deliverables

The Vendor will configure their platform so the exchange of student and staff information is automatically integrated using One-Roster, Clever, Google SSO, or via a scheduled Secure File Transfer (sFTP). Vendor must overwrite or disable any unapproved student data elements. The Vendor will use the approved Student Data elements exchanged via automatic integration in order to provide the following Products and/or Services: (PLEASE CHECK ALL THAT APPLY. COMPLETION OF THIS SECTION IS REQUIRED):

Short Description of Application(s), including the name(s) of the application (s) and audience (REQUIRED): *

Lightspeed Filter to maintain CIPA compliance at CPS. Audience - IT Security

Application Functionality - The following features will be included in the technical application (please check all that apply, completion of this section is REQUIRED) *

Curriculum / Training

Case Management / Workflow

Email

Chat

Video or Virtual Interaction

Assessment

Scheduling

Survey

Other: Content filtering to maintain CIPA compliance at CPS

Application URL(s) (REQUIRED) *

relay.school

DATA INTEGRATIONS: Method and frequency of Data Exchange (Clever, One Roster, sFTP, API) (please check all that apply, completion of this section is REQUIRED): *

- Clever
- ClassLink
- One Roster
- SFTP:
- API:
- Google SSO
- Other:

The application and data scheme will be included in each instance of the CPS application(s) setup and include the following deliverables (please select all that apply, completion of this section is REQUIRED): *

- Application Setup Per School
- Validation of Functionality
- Configure Data/Rostering and Authentication using the following data element
- Validate Data Movement and Authentication Capabilities
- Validate Reporting for School and Data Returning to CPS
- Train Leadership for Each Instance or CPS site
- Review of Support and Incident management (with ticketing capabilities)
- Approval (by CPS staff) of functioning application
- Other:

Disclosure of Covered Information To Third Parties:

Please list all entities to which Vendor discloses Covered Information, and for what purpose it discloses the Covered Information. Please note: A link to a list is not sufficient here. All entities must be listed. PLEASE CHECK ALL THAT APPLY. THIS SECTION IS REQUIRED.

Entity Name (Completion of this section is REQUIRED) *

- Clever
- One Roster (SAML)
- ClassLink
- Google SSO
- Other
- Other: No covered data is disclosed to 3rd parties

Covered Information Disclosed (Completion of this section is REQUIRED) *

- All data checked off in Section 2
- Other: No covered data is disclosed to 3rd parties

Purpose for Disclosure (Completion of this section is REQUIRED) *

- Application Configuration and Authentication
- Rostering and Credentials
- Troubleshooting Errors
- Other: No covered data is disclosed to 3rd parties

Part IV – DIRECT Link to Vendor’s Complete List of Subprocessors and Third-Party Affiliates.

Pursuant to the Covered Information Access Listing Section of the Agreement, Vendor shall maintain a current list of current Subcontractors or Third-Party Affiliates to which Covered Information may, has been, or will be disclosed at the following website. NOTE: A DIRECT LINK TO A LIST IS REQUIRED PER THE AGREEMENT AND CPS POLICY (EVEN IF VENDOR DOES NOT CURRENTLY UTILIZE SUBPROCESSORS OR THIRD PARTIES). CPS IS REQUIRED TO MAINTAIN KNOWLEDGE OF SUBPROCESSORS AND THIRD-PARTY AFFILIATES UTILIZED BY OUR VENDORS UNDER SOPPA. Please Provide Direct URL below (Example - <http://acme/edu/privacy>): *

<https://www.lightspeedsystems.com/about/trust/#Subprocessor>

This form was created inside of Chicago Public Schools.



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EXHIBIT E

CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT

Information, Integrations, and Data Management are central capabilities needed to deliver information systems optimally, which is essential to realize system and service value.

Vendor systems capabilities must include the following, at a minimum:

- Must employ named experts to work, in collaboration with CPS IT and business experts
- The system capabilities must be aligned with district academic and administrative data management programs, which include allowing for open data exchange (for all data within the proposed system) using sfp, 3rd party API's like Clever, or an open API for data exchanges.
- Ability to maintain logs of activities, status, and functional state of the Solution, Must integrate with Splunk cloud.
- Have an application architecture built with security in mind, using the latest industry techniques or standard, such as NIST, or ISO / IEC 27001
- The environment must be redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption
- Able to enable reporting and analytics (BI) for all data provided or generated
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single-sign-on)
- For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
- For educational platforms, support One-roster protocols

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

Audit History

The Solution should maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history for the duration of agreements with CPS; this includes persistence of deleted data ("soft deletes") for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes. Vendor shall provide CPS with a data model for logs and a method for CPS to access this information.

Data Integrations

The Solution should support both ad hoc and automated import, export, and update of all necessary data for the in-scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the Solution must support One-Roster protocols.

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EXHIBIT E

CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT

Data Accessibility

Vendor shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies, or to support CPS processes.

Portability

It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Vendor. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Vendor shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act ("FOIA") request or otherwise uphold its legal obligations.

Data Validation

Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Vendor Solution will need 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

In the data integration environment, it's also important that data issues can be quickly acted upon. Thus, the Vendor shall 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 us when jobs are not synchronized

Data Management

- The Vendor will not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Vendor shall return or destroy all confidential information received from CPS, created or received by Vendor on behalf of CPS upon request from CPS.
- In the event that Vendor determines that returning or destroying the confidential information is infeasible, Vendor shall notify CPS of the conditions that make return or destruction infeasible, but such plans must be approved by CPS.

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EXHIBIT E

CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT

- If CPS agrees that return or destruction of confidential information is infeasible; Vendor shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, API, or by placing the data in an online shared storage facility.
- The Solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development, or permissioning must be documented and approved by CPS.

Data Conversion and Validation

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

Data Protection

Data shall be protected with the latest backup technologies, and be backed up daily (at least every 24 hours, unless other terms expressed), with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information.

Identity and Access Management

- The Solution must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx>), <https://policy.cps.edu/download.aspx?ID=77>
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the contract with CPS, and that access to CPS data is approved by CPS.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the data and information systems.
- Maintain access controls and security policies and incident plans that complies with NIST, ISO / IEC 27001, and current CPS security policies.
- Report to the CIO or the Information Security Director of CPS within 24 hours of discovery of any security incidents that impact CPS.
- Maintain audit events according to 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.
- Develop and implement policies and procedures regarding the use of information systems that describe how users are to protect against intrusion, tampering, viruses, etc.

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EXHIBIT E

CPS INFORMATION, INTEGRATIONS, AND DATA MANAGEMENT

- Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML protocol / Rapid ID, or other CPS approved SSO service platforms. (SAML, OAuth, OpenID Connect, WS-Federation, CAS)

Disentanglement (end of contract)

Vendor will work with CPS to establish a Disentanglement Plan (DP) for the end of the Contract term (including any renewals), as a deliverable, which should include the transfer of all CPS generated information and deleting all CPS information from the system after CPS receives and validates the data. Vendor shall not assume any liberty to use aggregate or scabbled CPS data without written permission. During the Contract (Data Lifecycle Plan) term (including any renewals), Vendor shall delete the Board's data when no longer necessary to provide the Services outlined in the Contract. This would include working or backup copies of CPS data, data used in Development or Staging environments, or data from previous school years that are no longer required for Vendor to provide Services.

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EXHIBIT F
TRANSITION, IMPLEMENTATION, AND MANAGEMENT PLAN

SEE ATTACHED.

T. Transition, Implementation, and Management Plan

Proposer shall provide a Transition, Implementation, and Management Plan indicating how it will provide the Products and Services described in this RFP. Proposer must detail the methodology and approach for transitioning to (as applicable), implementing, managing and providing the Products and Services (both implementation and ongoing services described in this RFP). Methodology should include Proposer's approach to providing Products and Services, including without limitation transition (as applicable), project management, scheduling, budget management and quality management.

CDW•G Project Management Overview



CDW•G routinely plans and manages complex technical projects that provide significant business value to our customers. We believe effective project management requires ownership, leadership, careful attention to the plan elements and an appropriate level of communication amongst team members. As such, our typical plans will include weekly project status meetings, communication of project activities, and provisions for immediate contact between the customer and your project management team.

Your Project Manager provides a single point of contact and escalation for engineers, partners, and you, the customer. We combine industry standard project management tools and methodologies with the extensive knowledge of our partners, supply-chain, and logistics to plan, execute, and control projects. We designed our standard project management procedures for structured deployments to ensure that our work and deliverables are complete and accurate, and that our customers fully understand what is expected. We begin our process by defining the project scope. During this phase, we will work with you to define the dependencies and responsibilities, for CDW•G, Lightspeed Systems, and for Chicago Public Schools, for each phase of the project. By the time the deployment phase begins, each side has a clear understanding of what duties are required, and what to expect, in terms of roles, timeline, technical impact, and interaction between teams.

Most of our project plans consist of modular components, which allow us to address your needs with minimum overhead. Upon award, we will work with you to create a detailed project plan and milestones specific to your project requirements. Once established, any changes to the project timeline, project scope, or revision of requirements are addressed through a change request process. We will inform the team at CPS of any potential changes to the project timeline.

Chicago Public Schools, Web Content Filtering Services

CDW·G Structured Deployment Methodology

CDW·G applies methodologies based on Project Management Institute (PMI) standards and internal best practices to all our service engagements. Our Services Management Approach represents a mature application of project management skills, methodologies, and tools integrated with an effective application of superior customer service and consistent communication amongst team members. We define a successful project as one that meets project objectives, is delivered on time, within budget, and with high customer satisfaction.

Our experience with complex projects has allowed CDW·G to continually refine our project management processes. We utilize PMI-based best practices combined with real-world lessons learned to effectively manage our projects. This methodology has resulted in a standard for how we choose the people we hire, the way we structure our project teams, and the project milestones we set for client acceptance.

For this project, your dedicated Project Manager will be aligned directly to Lightspeed Systems to optimize the speed and efficiency for response times and any troubleshooting that needs addressing within your customized web filtering system. Your dedicated, longstanding CDW·G account team is also of course always available. Further, these dedicated support resources will not only be available for the requested 90 days of enhanced post-implementation support from the date the Board accepts the solution as implemented, but also for the full life of the contract.

Upon award, we will schedule preliminary meetings to assess your unique user requirements and needs. Your Project Manager will work directly with the CPS team to recommend, select, and appropriately scale components to create customized Transition, Implementation, and Project Management Plans, including testing and training plans, that will efficiently achieve your desired outcome. On the following pages, please find sample project plans from Lightspeed Systems, and CDW·G to give the District a sense of how our organizations approach these requirements. Sample plans include:

- Installation and Migration Plan
- Training Plan
- Project Management Plan

Additionally, we have included a compliance matrix summarizing our responses to Selection Acceptance Criteria, Initial Implementation, Test Plan and Implementation, Ongoing Support Services, Management and Additional Services requirements outlined in the RFP.

In addition, both CDW·G and Lightspeed Systems acknowledge the requirements set forth in [Attachment K: CPS Information, Integration, and Data Management](#) of the RFP, and look forward to discussing further should we be awarded this opportunity.

Chicago Public Schools, Web Content Filtering Services

Compliance Matrix		
Solution Acceptance Criteria Requirements	Comply/Understood?	
	Y	N
The Solution will be implemented by the awarded Proposer at no cost to the Board until the Solution is accepted in writing by the authorized Board representative as designated by the Chief Information Officer (or Interim Chief information Officer, as the case may be) ("CIO")	X	
The installed equipment and services will need to be able to scale to full production, and the equipment and services will shift to a production role once accepted by the Board	X	
The Solution must have the capability to fall back to the Board's existing web filtering solution. At no time will the Solution cause the Board to be in breach of CIPA compliance.	X	
During the implementation, at any time the Board may determine that the Solution has failed to meet the District's Acceptance Criteria, including but not limited to the below- listed factors. If the awarded Proposer is unable to cure such failure within thirty (30) days after notice from Board, the Board, at its sole discretion, may opt to terminate the contract. <ul style="list-style-type: none"> i. At any time the Solution fails to prevent student account to reach a known blocked category or site ii. Solution fails due to scaling or load issues iii. Solution fails to block sites based on explicitly defined URL iv. Solution is unable to decrypt traffic as configured v. Provided logging solution or database, as applicable, is not able to process all events with no more than 15 minutes of delay during peak load (which generally occurs between 10am and 2pm on schooldays) vi. Reporting Solution is unable to generate reports in a timely fashion or dashboards fail to load. 	X	
If the Solution is not accepted by the Board, any equipment will be removed at no cost to Board.	X	

Response Matrix

Specification	Requirement	Response
Initial Implementation	Proposer shall be required to provide Project management to coordinate all tasks, activities, timelines, milestones, and deliverables. This includes coordination with the Board and its vendors for the Services provided under this RFP. Awarded Proposer's Project Management staff (collectively the "PM") is expected to conduct and moderate regularly scheduled Design and Engineering meetings with all vendors associated with this initiative and act as primary contact for both the Board and Project team members at all levels of this Project. The PM shall be responsible to:	Please refer to the summary of our approach to Project Management as well as the attached sample project plans from Lightspeed Systems.

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Specification	Requirement	Response
	Perform a Risk Analysis to identify and manage all known risks associated with this implementation.	Comply.
	Provide Project status reports and maintain an outstanding issues list.	Comply.
	Prepare Work Breakdown Structure and provide Project schedules in the form of Gantt charts, system diagrams, milestone charts, or text tables.	Comply.
	Continually review Project objectives in order to provide Project status, and address Project issues	Comply.
	Prepare a Project Team Directory consisting of contacts, roles, and assignment charts.	Comply.
	Manage requests for scope changes.	Comply.
	Review the development of testing and turnover procedures.	Comply.
	Resource management and tracking of engineering staff for the Proposer and subcontractors.	Comply.
	Resolve schedule problems and conflicts.	Comply.
	Manage planning, scheduling and controlling Project objectives with respect to performance, cost/budget, timeframes, Project scope, and the effective use of resources.	Comply.
	Manage Project team to confirm commitment on Project Deliverables and ensure the Board's expectations are met.	Comply.
	Coordinate communication of schedules, access, work to be performed and any network outages with Board staff	Comply.
Test Plan and Implementation	The Solution shall include a test plan to utilize the development systems that closely reflects the production environment in order to mock up upgrades/enhancements to ensure proper planning and minimal Service disruption.	Following preliminary meetings, Lightspeed Systems will develop a test plan based on your unique user requirements.
	The development system must be installed in the Board's test environment, unless the Solution is entirely cloud based.	N/A. Lightspeed Filter is entirely cloud-based.
Ongoing Support Services	Proposer will provide a dedicated technical resource. This resource will provide the following services including but not limited to: <ul style="list-style-type: none"> i. Ticket escalation ii. Feature request tracking and escalation iii. Attend weekly conference calls to discuss the status of the systems, upcoming upgrades, feature enhancements, open tickets etc 	For this contract, the District's dedicated Technical Project Manager will be aligned directly with Lightspeed Systems, and be your primary point of contact, providing the services outlined.
	Proposer will provide a dedicated resource to provide project management, training and assist in communications	CPS' dedicated Technical Project Manager will oversee training and assist in all communications.

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Specification	Requirement	Response
	Proposer will provide a reporting and Splunk integration resource with Splunk Administration certification that will be available as needed.	<p>The Lightspeed solution presents an open API that will allow for full integration into the CPS Splunk environment. CDW is the partner of record with Splunk for CPS and will work hand-in-hand with the Splunk and Lightspeed teams to ensure a smooth integration.</p> <p>CDW is an Elite-level partner with Splunk (their highest partner level). Highlights include:</p> <ul style="list-style-type: none"> • Public Sector SLED Partner of the Year (2018, 2017, 2016) • Partner of the Year (2018, 2019) <p>Further details are attached in Section G, Qualifications of Proposer.</p>
	Proposer will provide a resource to assist as needed for reporting, compliance and related project work. For instance, to support documenting domains used by specific applications and assisting in allow listing and block listing domains to support the Board in complying with the Student Online Personal Protection Act ("SOPPA").	For this contract, the District's dedicated Technical Project Manager will be aligned directly with Lightspeed Systems, and be your primary point of contact, providing the services outlined.
Management	The Board requires the Proposer to share access to the systems to be deployed as part of this initiative, including "enable" and/or "root" level passwords to allow the Proposer and the Board to jointly accomplish operational configuration changes associated with maintenance events.	Comply.
	Proposer must describe approximate duration, frequency and a brief description of common administrative tasks needed to maintain the system.	<p>The benefit to a cloud solution is the reduction of most common administrative tasks found with a hardware-based solution. CPS will no longer have to update and maintain hardware associated with the filtering of school owned devices. Expected common administrative tasks for the cloud solution will include:</p> <ul style="list-style-type: none"> • Recategorization of a URL/Domain/IP/subdomain – approx.. 3-5 min. to complete • Adding a new administrator – expected 2-5 min. (shorter if the delegated admin policy template has already been created) • Running a user report – expected 5 min. (including sharing the report with the requested party) • Setting up after school rules (off campus policies) – expected 10 min. • Adding a blocked search term – expected 5 min. • Adding an SSL exclusion – expected 5 min.

Chicago Public Schools, Web Content Filtering Services

Specification	Requirement	Response
	Proposer shall provide appropriate resources to maintain the Solution.. Please detail staffing levels proposed, organizational charts, and responsibility matrixes of all support staff.	Comply. Please see Section K: Qualifications of Assigned Personnel.
	Proposer will provide incident diagnosis and remediation/Problem Management to efficiently resolve problems as they occur in accordance with the Service Level Agreement ("SLA") (See Attachment I).	In order to provide the most efficient project management resources, CPS' dedicated project manager, and all applicable services, will be provided by our OEM partner, Lightspeed Services. Here is a link to their blanket SLA: https://www.lightspeedsystems.com/service-level-agreement/ . Lightspeed Systems is open to negotiating these terms with CPS following award.
	Proposer will maintain and modify all associated documentation for the duration of the contract. Configuration files and updated drawings must be provided on a regular basis, i.e. when changed. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, and general documentation associated with the Board's network shall be owned by the Board and must be made available in electronic format upon request.	Comply.
	Proposer is expected to maintain a complete inventory of the proposed Solution. Proposer agrees to add this inventory into the Board's asset management database and track any changes throughout the course of the contract.	Comply.
	Proposer must work with the Board in order to establish proper system backups on all covered equipment. Proposer agrees to test restore procedures on a periodic basis. If these test restore procedures fail, the Proposer must commit to successfully completing a valid test	Comply.
	Proposer must provide a training plan which details the organizational training requirements that would be involved to support the implementation of the proposed Solution. This includes client installation/usage and operational maintenance/support.	Comply. Following preliminary meetings to assess your unique user requirements, a training plan will be developed.
	Proposer is required to draft and maintain Installation and troubleshooting instructions and Frequently Asked Questions (FAQ) for end users and support staff. Please provide some sample documents.	Comply. See Section R: Interrogatories, Question 68.
Additional Services	Proposer will provide services to provide in person and remote training services for end users and support staff.	Comply. A detailed training plan will be created following preliminary meetings.
	Proposer will provide fixed labor rates to support any additional work effort that is not included in the scope of work and pricing.	N/A. Fixed labor rates are not necessary as all labor /services are included in the licensing cost.
	Proposer will provide dedicated support to identify applications in use on the network, and work with the Board to ensure compliance with any laws and regulations e.g., SOPPA.	Comply.

Sample Project Plans

Sample CDW-G Project Management Plan			
CDW-G Project Management Approach Phases	Check Point	Process	Project Management Deliverable
Planning	Kickoff Meeting	Project Kickoff Meeting	PKOM Agenda
			PKOM Presentation
			PKOM Summary
	Planning Phase	Contact List	Contact List
		Project Scope	Reviewed SOW/Contract Documents
		Project Plan	Varies by Project Requirements
		Communication Plan	Communication Plan Slide
			Comm. Plan Documentation
Risk Management Plan	Risk Register with contingencies and mitigation strategies		
Phase End (if required)	Phase End Report		
Execute and Control	Weekly Status Meetings	Project Status Reports	Action, Issue, & Risk Registers
		Project Change Request	Change Request
		Project Review	Meeting Minutes/Summary
	Monthly Reporting	Report Performance	Varies by Project Requirements
	Mid-Point Review	Midpoint Review	Midpoint Review Agenda & Results
Closing	Closure Meeting	Project Closure Meeting	Project Closure Meeting Agenda
			Project End Report
Closure Package	Project Closure Packages	Varies by Project Requirements	

SAMPLE

Lightspeed Filter™

Implementation & Migration Plan

SOW prepared by Lightspeed Systems

For: SAMPLE

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Bldg. One, Suite 350
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lightspeedsystems.com

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Lightspeed Filter™

Phase 1: Discovery and Planning

Task: Discovery/Planning/Environment Validation Meeting

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 120 min

Resources: All vested parties

Pre-Planning: Detailed information request of current environment

Task: Scoping and Solution Design Validation/SOW Amendment

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Lightspeed Systems team

Pre-Planning: Draft of amended implementation plan for review

Phase 2: System Configuration and Preliminary Training

Task: Prerequisites: Verify Outbound Ports/ Domains are Accessible and Antivirus Exemptions are in Place

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Firewall Admin, Anti-Virus Admin

Pre-Planning: Draft of amended SOW for review

Task: Directory Service Syncing

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 45 min

Resources: G-Suite administrator, AD administrator, and other necessary directory service resources

Pre-Planning: Map authentication sources, locate domain joined device for sync tool, partial/full sync determination.

Task: Mapping and Migration of Current Policies

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 4 hrs.

Resources: Incumbent content filtering management team

Pre-Planning: Map existing policies, export allow/block lists, map groups/OUs that have policies assigned

Task: Setup Initial Filtering Policy (district level policy)

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 1 hr

Resources: Content filtering administration team

Pre-Planning: Run database analysis of allowed/blocked sites vs. Lightspeed's database

Task: Implement Differentiated Filtering - Optional (Requires Initial Directory Sync Completion)

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 4 hrs.

Resources: Content filtering administration team

Pre-Planning: Current policies and groups/OUs mapped

Task: Training on Interface Functionality and Policy Management

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 1 hr

Resources: Content filtering administration team

Pre-Planning: Current policies and groups/OUs mapped

Task: Review Phase 2 and Planning for Phase 3

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Content filtering administration team/IT management

Pre-Planning:

Phase 3: Smart Agent Deployment to Test Environment

Pre-Planning: Identify and Obtain Initial Test Devices

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Content filtering administration team/device team

Pre-Planning: Determine quantity, device type, and OSs for test devices

Task: Exclude POC Devices from Current Web Filter

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Incumbent content filtering administrator

Pre-Planning:

Task: Deploy Smart Agents to Initial Test Devices

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30-60 min

Resources: Software Deployment Teams (for each OS)

Pre-Planning: Download/stage agents/apps

Task: Validation Testing and Adjustments

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30-60 min

Resources: Content filtering administration team

Pre-Planning: User test accounts to test policies against

Task: Training on Content Categorization

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 1 hr

Resources: Content filtering administration team

Pre-Planning:

Task: ReView Phase 3 and Planning for Phase 4

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Content filtering administration team/IT management

Pre-Planning:

Phase 4: Expand Smart Agent POC to Production Environment

Pre-Planning: Identify Initial Production Test Group

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Content filtering administration team/device team

Pre-Planning: Identify locations and order of locations for expansion

Task: Exclude Expansion Sites from Current Web Filter

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Incumbent content filtering administrator

Pre-Planning:

Task: Deploy Smart Agent to Expansion Devices

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30-60 min

Resources: Software Deployment Teams (for each OS)

Pre-Planning: Stage agents/apps

Task: Validation Testing

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30-60 min

Resources: Site Technicians (for test sites)

Pre-Planning: Schedule site technicians

Task: Policy Fine Tuning

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 1 hr.

Resources: Content filtering administration team

Pre-Planning: Assess/list sites for adjustment beyond initial allow/block list.

Task: Review Phase 4 and Planning for Phase 5

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30 min

Resources: Content filtering administration team/IT management

Pre-Planning:

Phase 5: Additional Feature Testing

Task: Setup and Test Smart Play YouTube Filtering (Optional)

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 60 min

Resources: Content filtering administration team/Curriculum Decision Maker

Pre-Planning: Map desired YouTube experience

Task: Report/Analytics Training – Based on Real Data (Optional)

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 1 hr.

Resources: Content filtering administration team

Pre-Planning:

Phase 6: Continued Support

Task: Continue to Expand Smart Agent Deployment to Scale

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 30-60 min

Resources: Software Deployment Teams (for each OS)

Pre-Planning: Stage agents/apps

Task: Verify all Admins are Setup as Support Enabled Users (SEU)

Date: TBD – Milestones will be finalized during discovery meeting and Lightspeed Systems will scale resources appropriately based on district's required timelines.

Estimate Time/Level of Effort: 0 min

Resources: Lightspeed Systems Operations Team

Pre-Planning: List of requested SEU

Task: Continued Support

Date: Ongoing

Estimate Time/Level of Effort:

Resources: Lightspeed Systems Support/Engineering Team/TAM

Pre-Planning:

Security Plan

Information security and data protection is an integral part of Lightspeed System's core beliefs. We have dedicated security and compliance teams, who are committed to keeping your information safe and secure. Lightspeed Systems employs strict policies and procedures to ensure availability, integrity, and confidentiality of customer data.

Our full Security and Compliance plan/data can be found at:

<https://www.lightspeedsystems.com/about/trust/>

SAMPLE

Lightspeed Systems™

Training Plan

Prepared by Lightspeed Systems

For: SAMPLE

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Lightspeed Filter™ Training

Phase 1: 1:1 Training Sessions

1st Course: Training on Interface Functionality and Policy Management

- Duration: 1 hour (including Q&A)
- Curriculum: Navigating the interface, reporting overview, policy creation, database review, and software deployment.
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

2nd Course: Training on Content Categorization

- Duration: 1 hour (including Q&A)
- Curriculum: Deep dive into content categorization, recategorizing websites/URLs/IPs/wildcards, SSL exceptions, policy creation/management, custom categories, and student safety
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

3rd Course: Report/Analytics Training – Based on Real Data (Optional)

- Duration: 1 hour (including Q&A)
- Curriculum: Deep dive into report generation, group/OU based reporting, user-based reporting, audit/override reporting, utilizing reporting for data driven decision making, and drilling down into reporting
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

Phase 2: On the Job Training

Discovery and Planning

- Duration: Phase 1 of Implementation
- Curriculum: Solution design and planning
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

System Configuration

- Duration: Phase 2 of Implementation
- Curriculum: Directory service integration, mapping policies, policy configuration, differentiated policies, and policy management
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

Smart Agent Deployment

- Duration: Phase 3 and 4 of Implementation
- Curriculum: Staging software for deployment, smart agent deployment methods, testing, troubleshooting, and content categorization
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

Advanced Features

- Duration: Phase 5 of Implementation
- Curriculum: SmartPlay (for YouTube), parent portal, delegated administration, and search engine controls
- Lightspeed Personnel: Technical Account Manager and Senior Systems Engineer(s)

Phase 3: Self Pace Training

Bi-Monthly Group Online Webinars (3-part course)

- Duration: Available at Will
- Curriculum: Implementation, management, and troubleshooting
- Lightspeed Personnel: Engineering team

On-Demand Video Training

- Duration: Available at Will
- Curriculum: Implementation, management, and troubleshooting
- Lightspeed Personnel: Engineering team

On-Demand Online Training and Documentation

- Duration: Available at Will
- Curriculum: Implementation, management, and troubleshooting
- Lightspeed Personnel: N/A

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.

EXHIBIT G
SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) Requirements:

Services Availability:

Overall System Availability: 99.99% per month of unscheduled down time.

If for any given month the availability of the service falls below 99.99%, a \$10,000 credit will be issued to the Board.

Network Latency:

Overall System Internet Latency: < 50 ms for 99.99% per month

If for any given month the average latency from the Board's network to the service falls above 50 ms, a \$5,000 credit will be issued to the Board.

Incident Response:

1. 100% Board status notification within 15 minutes of initial outage or Service degradation.
2. 98% detectable cases generated through proactive monitoring.
3. Escalation in accordance with agreed upon plan.

If for any given month the Board is not notified of one or more outages or Service degradations within 15 minutes of when the service disruption starts, a \$1,000 credit will be issued to the Board.

Change Response Time SLA:

Change response priority levels will be set by the Board.

1. **Emergency:** 15 Minute Response, 2 Hour Implementation (Maximum).
2. **Urgent:** 1 Hour Response, 8 Hour Implementation (Maximum).
3. **Planned:** 48 Hours - Will be implemented within 2 business days if needed, otherwise change will be scheduled during the weekly maintenance window or another maintenance window approved by the Board.

If for any given month the above change response SLA's are not met for 95% of the change tickets for a given month, a \$500 credit will be issued to the Board.

Scheduled Reporting SLA

1. Weekly reports no later than three business days after the reporting period.
2. Monthly reports no later than one week after the reporting period.
3. Quarterly reports no later than two weeks after the reporting period.
4. Annual reports no later than one month after the reporting period.

If for any given month the above report SLAs are not met for 95% of the reports for a given month or if required data is missing from any scheduled report for the month, a \$1,000 credit will be issued to the Board. If any irrecoverable data loss is incurred preventing a report from being generated, a \$1,000 credit shall be applied. Reporting and Data Loss SLA credits are capped at \$2,000 per month.

Board may apply any credits to a future invoice. If there is none, this becomes a debt owned by Vendor to Board.

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.

EXHIBIT G

SERVICE LEVEL AGREEMENT

The terms of this Service Level Agreement (Exhibit G) are incorporated into the Contract. The parameters and enforcement mechanisms of the SLA shall be approved by CPS, and shall be subject to change by the parties from time to time in accordance with the Change Management Process set forth in this Contract.

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.

EXHIBIT H

EULA

<https://www.lightspeedsystems.com/terms-of-use/>

THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.

EXHIBIT I

CDWG INFORMATION SECURITY OVERVIEW

SEE ATTACHED.



NORTH AMERICA

CDW
INFORMATION
SECURITY
OVERVIEW



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1.0 INTRODUCTION

At CDW, information security is a top priority for our business, and we understand the importance of security for you as well. IT environments are increasingly complex with new risks and new challenges, and we all must protect our information. CDW's comprehensive Information Security Program is based on a foundation of policies and procedures that are designed to safeguard that information and ensure its confidentiality, integrity and availability.

This document outlines the key foundational principles of CDW's Information Security Program and describes how CDW maintains our commitment to information protection in our North American operations.

2.0 ABOUT CDW

CDW is a leading provider of integrated technology solutions. We help our small, medium and large business, government, education and healthcare customers by delivering critical solutions to their increasingly complex IT needs.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. Regardless of the products or services a customer chooses to purchase from CDW, our goal is to maximize the customer's return on their technology investment while striving to meet the highest industry standards for information security.

3.0 CDW'S INFORMATION SECURITY PROGRAM

In order to protect and secure CDW's and our customers' information, CDW has created a comprehensive Information Security Program, led by our chief information security officer. The goal of our Information Security Program is to protect the confidentiality, integrity and availability of CDW's and our customers' information in accordance with applicable laws, industry standards and other obligations. CDW's policies and procedures for the handling of our customers' information are designed to ensure CDW's information systems are appropriately safeguarded.

CDW communicates the requirements and expectations of the Information Security Program, as well as the consequences for noncompliance (which may include termination, legal action or other responses as appropriate) to all employees, contractors, business partners and anyone else authorized to access customer information on CDW's behalf (collectively referred to as "Authorized Users").

CDW's Information Security Program is supported by periodic risk assessments designed to proactively identify internal and external risks to our information and information systems, and determine if existing controls, policies and procedures are adequate.



4.0 AUTHORIZED USER SECURITY

Screening

CDW requires applicants to undergo background checks as a condition of hiring. These background checks may include one or more of the following, depending on the applicant's location, roles and responsibilities:

- Criminal background check
- SSN/SIN Validation
- Employment history/education verification
- Credit check

Confidentiality Agreements

CDW employees, contractors and temporary employees are required to sign applicable privacy and confidentiality agreements upon hire. These agreements set forth the responsibilities and restrictions for dealing with CDW's and our customers' confidential information.

Information Security Training

CDW requires that our Authorized Users understand and follow policies related to internal and customer information protection. All employees are required to complete periodic information security education and awareness training. Depending on the employee's role and access to information, the subject and depth of training may vary.

A key requirement in training is that all CDW employees are instructed to immediately report suspected information security incidents as required by CDW policies.

Termination

CDW has established processes for ensuring that confidential information remains secure when an Authorized User is separated from CDW. We immediately collect all CDW-owned assets such as laptops and other mobile devices from the terminated individual according to our Asset Management Policy and ensure the timely removal of that User's access to CDW information systems, networks, premises and customer information.



5.0 INFORMATION CLASSIFICATION

CDW maintains a written Information Classification Policy, which classifies information based on its sensitivity and security needs. These classifications dictate how we process, store, transport and transmit CDW's and our customers' information. In order to protect information, we limit access to only Authorized Users as needed based upon business needs and apply appropriate controls to information per these classifications.

All information— whether CDW's own information or information maintained by CDW on a customer's behalf — is afforded the necessary protections required for such information under CDW's information security policies and procedures. Any special information handling instructions required by the customer should be specified through customer contract terms and conditions.

6.0 ENCRYPTION AND KEY MANAGEMENT

CDW recognizes that some information requires heightened security. Accordingly, we encrypt certain sensitive information, including information classified as Confidential or Highly Confidential, at rest and/or in transit, based on the information classification and encryption policies. CDW uses industry-standard methods of cryptography and maintains detailed key management processes to ensure that keys are securely managed and appropriately protected.

7.0 IT ASSET MANAGEMENT

Our policies address the security of IT assets, including their use and return. IT assets are monitored to identify their location, user and disposition at any given time and documented in an IT asset inventory. CDW has also outlined the roles and responsibilities for who manages each asset category, as well as how those assets are managed from distribution to destruction.

8.0 ACCOUNT MANAGEMENT AND ACCESS CONTROL

An important element of information security is controlling access to sensitive information. Access to information and the CDW information systems that house such information is restricted to Authorized Users with a legitimate business need. All Authorized Users are required to authenticate to CDW's information systems using a unique user ID and password that meet industry-standard complexity requirements. Where appropriate, for access to environments and information systems, multifactor, one-time-use passwords may be used.

For Authorized Users who need remote access to CDW's information systems, our policies require multifactor authentication for remote access.



9.0 PHYSICAL AND ENVIRONMENTAL SECURITY

Physical access to CDW data centers is restricted to a limited number of approved Authorized Users who have a legitimate business need for access. Physical access to the data center does not confer access to information.

To provide additional security, physical access to data centers is monitored 24/7 with video surveillance, with videos retained in accordance with CDW's Records Retention Schedule. Security guards are present at entrances and CDW has a defined visitor access check-in process for all locations. Escorts are required when accessing CDW's data centers.

Our information security policies extend to any facility that stores or processes CDW information (including our customers' information entrusted to CDW), including facilities that CDW does not own or lease. We require these facility service providers to enforce physical and environmental security controls in accordance with CDW's policies and procedures.

10.0 BUSINESS CONTINUITY AND DISASTER RECOVERY

CDW has developed a Business Continuity Plan and corresponding Disaster Recovery Policy and Disaster Recovery Plan. CDW has implemented appropriate disaster recovery strategies, such as high-availability systems, for critical information systems to ensure CDW's information systems recovery capabilities meet business needs, as well as to ensure CDW's ongoing ability to provide solutions and services to our customers.

11.0 BACKUP

CDW backs up our information systems using backup solutions implemented for our own infrastructure. CDW's information security policies and procedures define the information to be backed up, backup frequency, and backup monitoring requirements. Where applicable and appropriate, backups are tested at least annually to confirm restores can be performed from the backups.

12.0 LOGGING AND MONITORING

CDW configures and retains audit logs and alerts in accordance with internal and external requirements. To accomplish this, CDW identifies and evaluates our information systems to determine where audit logging and other monitoring controls are needed. CDW's information security policies define the minimum requirements for each type of data elements collected for each audit event. In addition, applicable infrastructure is monitored for availability and performance to help ensure ongoing service delivery to our customers.



13.0 CHANGE MANAGEMENT

CDW follows change management and software development policies and processes. This allows CDW to manage change in our information systems and to ensure all changes are developed securely. All changes must be approved and tested before being moved into a “live” environment by Authorized Users. Where technically feasible, segregation of duties is maintained in the change management process.

CDW also maintains the security of our information systems by applying patches on a periodic basis. Patching follows the change management processes.

14.0 INFORMATION SYSTEMS SECURITY

Our Information Security Program is designed to defend against security intrusion through a combination of layered prevention technologies and comprehensive security monitoring. Our security infrastructure has been designed according to industry standards for virus protection, firewalls and intrusion-prevention technologies in order to prevent unauthorized access or compromises of CDW’s network, systems and servers.

To maintain this level of security, CDW:

- Periodically tests systems to identify/remediate information security issues
- Conducts vulnerability scans
- Uses industry-standard security resources to obtain up-to-date information on security issues across many technologies
- Monitors network connections with intrusion prevention/detection systems
- Bans use of insecure protocols in infrastructure management or transmitting sensitive information
- Configures network and system devices so event logs are maintained in a centralized system
- Requires CDW management approval for any direct connections to our information systems
- Isolates guest wireless networks and unauthenticated connectivity from CDW internal traffic

15.0 INCIDENT MANAGEMENT

Our focus is to protect against and detect unauthorized access or loss of CDW’s or our customers’ information. If an information security event does occur, CDW has policies and procedures in place to ensure the appropriate personnel are alerted, and to take the necessary steps to remediate the information security event and mitigate any harm. In the event of an information security incident, CDW has a defined incident response plan to appropriately manage, escalate and resolve that incident. The plan defines how and when a response team is created and what its responsibilities are. We also comply with applicable legal and regulatory requirements when determining escalation and customer notification of a breach or significant event. We ensure our procedures meet our internal standards for incident management and annually test our response plan.



16.0 THIRD-PARTY MANAGEMENT

CDW has relationships with third-party providers to support CDW's internal business processes and to deliver services to customers. We contractually require any third party accessing or processing CDW or our customers' information to ensure the security of that information. The third party's contractual obligations to CDW may cover a range of issues, including adoption of specific security practices, protection of confidential information and adherence to compliance requirements.

17.0 AUDIT AND COMPLIANCE

CDW is a multinational company that serves clients operating across many different industries. As such, CDW is subject to a range of compliance requirements. CDW complies with various compliance requirements, frameworks and certification standards including but not limited to the following:

- California Consumer Privacy Act ("CCPA")
- UK General Data Protection Regulation ("UK GDPR") and General Data Protection Regulation ("GDPR")
- Health Insurance Portability and Accountability Act ("HIPAA")
- ISO/IEC 27001 Information Security Standard
- Payment Card Industry Data Security Standard ("PCI DSS")
- Personal Information Protection and Electronic Documents Act ("PIPEDA")
- Sarbanes-Oxley Act ("SOX")
- Statement on Standards for Attestation Engagements No. 18 ("SSAE 18")/System and Organization Controls ("SOC") Type 2

CDW does not share copies of our internal policies, penetration tests, vulnerability scans, etc., with external parties. Where required, evidence of compliance with certain requirements may be provided to customers under a Non-Disclosure Agreement ("NDA").

18.0 RECORDS RETENTION

CDW has a Records Retention Policy and corresponding Records Retention Schedule to define the retention period for various types of records. In accordance with the record disposal requirements included in our Records Retention Schedule, we follow industry standards for secure disposal, whether in electronic or paper form. If we are hosting information for a customer, the customer is responsible for defining and enforcing their record retention schedule.

19.0 CDW WEBSITE SECURITY

The following statements refer to CDW.com, CDW.ca, and CDWG.com.

CDW knows that our customers are concerned about the security of online purchases, so our security policies require that our web applications be monitored by multiple technologies, as well as various internal applications. We ensure product information is up to date per manufacturer-provided information, and our inventory systems are designed to reflect accurate counts on all CDW application platforms.

We also track traffic and usage with third-party applications and rigorously monitor web application health. CDW uses operating system tools to evaluate server health and runs cloud-based synthetic tests at predetermined intervals from various locations across North America to ensure availability on the internet.

Finally, CDW maintains active web certificates from an authorized external certificate authority.



20.0 PRIVACY PROGRAM

The CDW Global Privacy Program Overview can be made available upon request.



THIS CONTRACT WILL BE POSTED ON THE CPS WEBSITE.
EXHIBIT J
CPS STUDENT ONLINE PERSONAL PROTECTION POLICY; SECTION 604.10.

SEE ATTACHED.

Chicago Public Schools Policy

Student Online Personal Protection

Section 604.10 Board Report 21-0127-P03 Date Adopted January 27, 2021

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education (“Board”) adopt a new Student Online Personal Protection Act (SOPPA) Policy effective July 1, 2021. The policy was posted for public comment from October 2, 2020 to November 2, 2020.

PURPOSE: The state SOPPA law requires school districts to adopt a policy regarding the use of education technology products or applications. SOPPA is intended to ensure that student data will be protected when it is collected by educational technology companies and that the data may be used for beneficial purposes such as providing learning and innovative educational technologies. SOPPA requires: that school districts only use educational technologies that meet the following criteria: have been approved under this policy; all agreements between the Board and the provider are posted on district’s website, and all of the data elements are listed on the district’s website regardless if the Board pays for the tools or they are provided free of charge.

POLICY TEXT:

- I. **SCOPE OF THE POLICY:** This policy outlines how Chicago Public Schools will comply with its responsibilities under SOPPA. This policy also provides how employees are authorized to use educational technology products or applications and which employees can enter into written agreements supporting or authorizing their use. This policy summarizes the parent rights under SOPPA.

- II. **DEFINITIONS:**
 - a. **Authorized Software** refers to any unique application, service, tool, program, platform, mobile application, product, electronic, or online tool, including free or complimentary software product or tool, that has been reviewed and approved for use on the CPS Network. These tools can be found on the Board’s Authorized Software Student facing site.
 - b. **Breach** means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of covered information maintained by an operator or school.
 - c. **Covered information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an operator by a student or the student’s parent in the course of the student’s or parent’s use of the operator’s site, service, or application for pre-K through 12 school purposes.
 2. Created by or provided to an operator by an employee or agent of a school or school district for pre-K through 12 school purposes.

3. Gathered by an operator through the operation of its site, service, or application for pre-K through 12 school purposes and personally identifies a student, including, but not limited to, the information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- d. **Department/School Management** refers to the supervisor, manager, director, officer, principal, Network Chief, or other employees of the Board designated by their department or office or school to implement policy compliance requirements.
- e. **Educational Technology** means educational software, electronic or online tools used by schools to improve student engagement, knowledge retention, individual learning or collaboration.
- f. **Pre-K through 12 school purposes** refers to purposes that are directed by or that customarily take place at the direction of a school, teacher, or school district; aid in the administration of school activities, including, but not limited to, instruction in the classroom or at home, administrative activities, and collaboration between students, school personnel, or parents; or are otherwise for the use and benefit of the school.
- g. **Operator** refers to the operator of an Internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for pre-K through 12 school purposes and was designed and marketed for pre-K through 12 school purposes.
- h. **Parent** means a person who is the natural parent of the student or other person who has the primary responsibility for the care and upbringing of the student.
- i. **Personally Identifiable Information (PII)** refers to sensitive data and information that must be protected against unwarranted disclosure such as student information, private employee information and protected health information that can adversely affect the privacy or welfare of an individual.
- j. **Prohibited Software** refers to any software product or tool that is listed as 'prohibited for use' on the CPS Network. Prohibited software is identified after careful consideration and consensus amongst multiple departments that this technology has no place for Chicago Public Schools. The complete list of prohibited technology platforms is located on the district's AUP Guidance website:
<https://www.cps.edu/AcceptableUsePolicy/Pages/aup.aspx>.
- k. **Targeted advertising** means presenting advertisements to a student where the advertisement is selected based on information obtained or inferred from that student's online behavior, usage of applications, or covered information. The term does not include advertising to a student at an online location-based upon that student's current visit to that location or in response to that student's request for information or feedback, without the retention of that student's online activities or requests over time for the purpose of targeting subsequent ads.

III. OPERATOR REQUIREMENTS:

Prior to entering into a written agreement with the district, operators must meet these minimum operator requirements.

- a. Operators must agree to the following:
 1. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure.
 2. Publicly disclose material information about its collection, use, and disclosure of covered information with a privacy policy.
 3. Limitations on a student's covered information.
 - a) A student's covered information shall be collected only for pre-K through 12 school purposes and not further processed in a manner that is incompatible with those purposes.
 - b) A student's covered information shall only be adequate, relevant, and limited to what is necessary in relation to the pre-K through 12 school purposes for which it is processed.
 4. Notify the school of any breach of the students' covered information no later than 30 calendar days after the determination that a breach has occurred.
- b. Operators are prohibited from:
 1. Engaging in targeted advertising.
 2. Using information including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student.
 3. Selling or renting a student's information.
 4. Disclosing covered information, except for circumstances allowable under the SOPPA policy.

IV. REQUIREMENTS FOR APPROVING AUTHORIZED SOFTWARE:

- a. Department/School Management may initiate an approval request for authorized software to meet an educational or operational need. The request will go through the following onboarding process.
 1. Initial Screening - The CEO or designee will create a minimum standard for software to be authorized (educational purpose and IT security).
 2. The onboarding process requires the reviews of the software by the following Departments:
 3. Education Technology - a further review of Ed-Tech Operations to determine if an education technology software meets the educational needs and requirements to be onboarded.
 - a) Libraries and Instructional Technology
 - b) Information Technology Services (ITS)
 - (1) Information Security - Information Security will validate the operator has implemented and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from

unauthorized access, destruction, use, modification, or disclosure.

- (2) Enterprise Architecture - How does the application fit in the current CPS environment.
- (3) Information Technology Infrastructure - Review operators for any ITS infrastructure requirements.
- (4) Project Management Office, Change Management and Training - to determine the steps required to implement the solution
- c) Law - Operators must agree to a contract that conforms with this policy and with SOPPA, and includes such other provisions required by the Law Department.
 - d) Procurement - Create operator/sponsorship in CPS vendor database.
 - e) Risk - Review operator's background check and insurance policy.
- b. The Chief Educational Officer and Chief Procurement Officer, or their respective designee are the only individual who are authorized to enter into a written agreement with operators in accordance with Delegation of Authority to Act as set forth in Chapter VII of the Board Rules in accordance with Delegation of Authority to Act as set forth in Chapter VII of the Board Rules. All agreements must be in writing and approved by the General Counsel as to legal form. Any agreement entered into by employees other than those listed above is in violation of SOPPA is void and unenforceable.
- c. All operators must have an agreement executed by the authorized district signatories above prior to use of the software by the district. All agreements will be posted on the public-facing district website, listing student data being transferred and all other information required by SOPPA before the software can be used in the district. If a program or platform is identified that does not have an agreement posted, that software use will be discontinued immediately and not reinstated until brought into compliance with the requirements in this Policy, including an agreement executed and posted as required in this Policy.

V. AUTHORIZED SOFTWARE:

- a. Department/School Management or designee has the authority to select from a comprehensive list of authorized software.
- b. Department/School Management may seek approval through the operator onboarding process to request an addition to the comprehensive list of authorized software.
- c. No employee may use prohibited software.

VI. RESPONSIBILITIES FOR USING AUTHORIZED SOFTWARE:

- a. School Use Procedures
 - 1. The principal must ensure teachers and staff are using authorized software.
 - 2. Principals may request approval for authorized software as noted in Section V of this policy.
- b. Teacher and Staff Responsibilities
 - 1. Teachers and staff must receive approval from the principal prior to using authorized software.

2. Teachers and staff must inform parents of the purpose of using the authorized software and when outlined in guidelines obtain consent for use of authorized software.
 3. Teachers and staff are prohibited from entering into agreements for any software or requiring students to do so.
- c. Parent and Student Rights
1. Parents have the right to inspect and review the student's covered information, request from a school a paper or electronic copy of the student's covered information, and request corrections of factual inaccuracies contained in the student's covered information.
 2. Parents have the right to know which authorized software are being used in the classroom and when outlined in the guidelines consent to the use of authorized software
 3. Parents have the right to be notified by the district of a breach of covered information.

VII. WEBSITE POSTING:

The district will maintain and post the following on its website:

- a. Data elements of covered information that the district collects, maintains or discloses to any person, entity, or third party, or governmental agency used. The post on the website must explain how the district uses, to whom or what entities it discloses, and for what purposes it discloses the data elements of covered information.
- b. All written agreements with operators involving SOPPA prior to the authorized software being available for use in the district.
- c. A list of the operators that the district has written agreements with, including the copy of the agreement, the business address of each operator, whether the operator uses any subcontractors, and if so, a list of any subcontractors to whom covered information is being disclosed or a link to the operator's website where a list of these subcontractors is provided.
- d. A written description of the procedures that a parent may use to carry out the rights afforded under SOPPA.
- e. A list of any breaches of covered information as required by SOPPA.

VIII. AUTHORIZATION TO ISSUE PROCEDURES AND GUIDELINES

The CEO or designee is authorized to establish guidelines as necessary to effectively implement the requirements of this policy, including when to revoke or review authorized software and how parents access their rights.

IX. ENFORCEMENT

Violations of this policy or any guidelines issued pursuant to or in relation to this policy are prohibited. Employees who commit violations may be subject to discipline. Operators who commit violations may result in their products or tools becoming prohibited.

Amends/Rescinds	
Cross References	
Legal References	Student Online Personal Protection Act, 105 ILCS 85/1.
Public Comment	Pursuant to Board Rule 2-6 this Policy was subject to Public Comment from 10/2/20 – 11/2/20.