

SERVICES AGREEMENT

This SERVICES AGREEMENT ("**Agreement**") is entered into as of the 5th day of April, 2013 ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Global Workplace Solutions, LLC, an Ohio Limited Liability Company authorized to do business in Illinois, with its principal place of business at 9823 Cincinnati-Dayton Road, West Chester, Ohio 45069 ("**Consultant**").

RECITALS

- A. The Board is in the process of consolidating the number of school buildings it operates ("School Consolidation Program").
- B. In connection with the School Consolidation Program, the Board has determined that it is necessary to close and consolidate a number of schools in 2013. As part of the School Consolidation Program, the Board will need to perform the following tasks: determine the relocation, storage and/or disposal of the contents of the Closing Schools; transfer certain assets between Closing Schools and Welcoming Schools; secure and winterize the Closing Schools while the disposal of the assets is determined; and sell or repurpose the real property on which the Closing Schools are located.
- C. The Board continues to work through the plans for the School Consolidation Program, and issued a Request for Proposal ("RFP") inviting responses from qualified firms to perform various services to manage and implement the School Consolidation Program.
- D. Consultant responded to the RFP and the Board desires to engage Consultant to render certain relocation management services to the Board under the direction of its Office of Strategic Management as more fully described herein.
- E. Consultant has represented that it has expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

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

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
 - 2. **Term of Agreement:** The term of the Agreement shall be from the Effective Date of this Agreement through April 30, 2014 ("Term"). The Board shall have one (1) option to renew the Agreement for a period of one (1) year under the same terms and conditions as the original Agreement.
 - 3. **Scope of Services and Delivery of Materials:**
 - 3.1. **Scope of Services:** Consultant agrees to provide the services set forth in Exhibit A ("**Services**"), in accordance with the terms and conditions of this Agreement. "Services"
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means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Consultant's fees, shall be documented by a written amendment to this Agreement signed by the authorized representatives of both parties. Under no circumstances shall Consultant render any Services without an approved Purchase Order. **TIME IS OF THE ESSENCE** with respect to performing and completing all of the services in all of the phases, including timely compliance with the requirements of the project timeline.

3.2. Delivery of Materials: If Consultant is also providing goods, supplies or other materials (collectively, "Materials") under this Agreement, then the following provisions shall apply:

- a. 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 this Agreement.
- b. Packaging and Shipment and Risk of Loss: Consultant shall package and ship all Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Consultant shall advise carrier of this restriction. **It is understood and agreed that the Board shall have no liability for any insurance charges not incorporated in the prices quoted, and that freight charges shall be limited to those specified in this Agreement.** The Board may adjust the Purchase Order shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder.
- c. Uniform Commercial Code: In the absence of a governing provision under this Agreement or should any provision of this Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, in the Illinois Statutes shall apply.
- d. Survival: The provisions of this Section 3 shall survive the expiration or termination of this Agreement.

3.3. Procurement Services: As part of its Services, Consultant may identify to the Board third party vendors that may be hired by the Board and that ultimately may perform services that are part of the School Consolidation Program. In such an event, Consultant shall use reasonable efforts to identify at least three (3) vendors. Consultant shall assist in drafting the Board's Requests for Proposals or Bid Solicitations; review the responses that the Board receives from potential vendors; and provide the Board with its recommendation. Consultant shall provide notice to the Board of any conflicts of interest or shared ownership

interests in any of the potential vendors and shall otherwise comply with the Illinois laws and the Board's rules regarding the procurement process. Consultant acknowledges and agrees that it is not an authorized representative of the Board and that the Board retains the right to choose the vendors with whom it will contract. The Board acknowledges and agrees that Consultant cannot guaranty that it will be able to find a sufficient number of qualified vendors in all cases and that Consultant shall not be responsible if it fails to do so after a good faith effort.

4. **Billing and Payment Procedures; Electronic Payments:**

4.1 **Compensation:** Compensation for the Services to be provided by Consultant during the Term of this Agreement shall not exceed Eight Million Nine Hundred Thousand Dollars (\$8,900,000.00) ("**Maximum Compensation Amount**") without the prior approval of the members of the Board and a written amendment to this Agreement. 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 Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. No expenses will be reimbursed under this Agreement, and any materials provided by Consultant to the Board and its employees outside those specified in the Scope of Services shall be at no additional charge to the Board. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Consultant shall promptly refund to the Board any payments received for Services and deliverables not provided. In the event that the Agreement is terminated early and the Consultant has purchased materials in advance based upon a written request from the Board ("pre-purchased materials") and to the extent that Consultant is unable to return or repurpose said pre-purchased materials, the pre-purchased materials will be delivered to the Board at a location to be designated by the Board and the Board shall pay for said materials. Payments shall be made as specified in the "**Schedule of Compensation**" attached hereto and incorporated herein by reference as Exhibit B.

4.2 **Billing and Payment Procedures:** All invoices must include: a valid purchase order number, itemized description of the services rendered and/or materials delivered, date the services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Consultant has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be sent to: Chicago Public Schools, Accounts Payable, P.O. Box 661, Chicago, Illinois, 60690-0661.

4.3 **Electronic Payments:** Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant pursuant to this Agreement by means of the Board's procurement charge card account. Consultant 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. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the

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Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board, until the supporting documentation is provided by Consultant and accepted by the Board. Consultant 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 and Agreements.

5. **Standards of Performance:** Consultant shall devote, and shall cause all of its employees, agents and subcontractors to devote, such of their time, attention, skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively and efficiently and to the reasonable satisfaction of the Chief Procurement Officer ("CPO"). Consultant shall use efficient business administration methods and perform the Services in a commercially reasonable manner so as to assure that, among other things, the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Consultant acknowledges that, if in the course of providing 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, Consultant agrees to be held to the standard of care of a fiduciary and, accordingly, shall abide by the requirements for the protection of Confidential Information as specified by Section 11 below. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Consultant of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Consultant shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Consultant or its subcontractors or others on its behalf. The Consultant shall provide such reasonable assistance that the Board requests in obtaining from the proper party or parties, losses and damages that the Board has incurred as a result of errors or omissions, undiscovered conditions, and/or any other matters that the Board deems proper to seek against said parties.

6. **Personnel:**

- 6.1 **Adequate Staffing:** Consultant must assign and maintain during the term of this Agreement 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. Consultant must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement, including but not limited to endangering the health, safety, or welfare of any CPS Student, employee, or agent, the Board shall have the right to direct the Consultant to remove that person from performing Services under this Agreement.

- 6.2 **Key Personnel:** This Agreement may list individuals of the Consultant who have particular expertise on which the Board is relying ("**Key Personnel**"). Consultant 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 their employment with Consultant or otherwise become unavailable for reasons beyond Consultant's reasonable control, Consultant 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.

7. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant 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. Consultant shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as amended and all other applicable federal, state, and municipal statutes, regulations 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 Consultant's employees, subcontractors, or subcontractors' employees.

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

9. **Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents:**
 - 9.1 **Early Termination by the Board:** The Board may terminate this Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Consultant 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, Consultant 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 Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

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Consultant 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 this Agreement.

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

9.2 Early Termination by Consultant: In the event the Board breaches a material term of this Agreement that the Board fails to cure within thirty (30) days after receiving notice of such breach, or in the event that the breach is not capable of being cured within that period, to initiate remedial efforts within thirty (30) days after receiving notice of such breach, the Consultant may terminate this Agreement, in whole or in part, by a notice in writing from the Consultant to the Board in accordance with the notice provisions herein. The termination shall be effective thirty (30) days from the date the notice is received or the date stated in the notice, whichever is later.

9.3 Suspension of Services: The Board may, upon thirty (30) calendar days' written notice, direct Consultant to suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.

9.4 Consultant's Events of Default: Events of default ("Events of Default") include, but are not limited to, the following:

- a. Any material misrepresentation by Consultant in the inducement or the performance of this Agreement.
- b. A material breach of any term, condition, representation or warranty made by Consultant in this Agreement.
- c. Failure of Consultant to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - i. Failure to timely perform any portion of the Services in the manner specified herein;
 - ii. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - iii. Failure to perform the Services in a manner reasonably satisfactory to the Board or the CPO;
 - iv. Failure to promptly re-perform, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be incomplete or unsatisfactory;
 - v. Discontinuance of the Services for reasons within Consultant's reasonable control; or
 - vi. Failure to comply with any term of this Agreement, including but

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not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

- d. Default by Consultant under any other agreement Consultant may presently have or may enter into with the Board;
- e. Any action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff; and
- f. Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

9.5 Remedies: The occurrence of any Event of Default which Consultant fails to cure within fifteen (15) calendar days (or such other period as the CPO may authorize in writing) after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within said cure period after notice, Consultant fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the CPO. Written notification of an intention of the CPO to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Consultant's receipt of such notice or on the date set forth in the notice, whichever is later. When a notice of an intention to terminate is given as provided in this Section, Consultant must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Consultant. In such event, Consultant shall be liable to the Board for any excess costs reasonably incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- b. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- c. Suspend Services during the fifteen (15) day cure period if the default results from an action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff.
- d. Seek specific performance, an injunction or any other appropriate equitable remedy.
- e. Receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.

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- f. Money damages.
- g. Withhold all or part of Consultant's compensation under this Agreement that are due or future payments that may become due under this Agreement.
- h. Deem Consultant non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Consultant pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended from time to time.

The Board may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or 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.

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

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to Section 9.1 above.

9.6 Turnover of Documents and Records: Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant 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 this Agreement or the performance or furnishing of Services, except that Consultant may keep a copy of such information for its own records.

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

11. **Confidential Information, Dissemination of Information, Ownership; Injunctive Relief; Survival:**

11.1 Confidential Information: In the performance of the Agreement, Consultant may have access to or receive certain information that is not generally known to others

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("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined in Section 11.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and 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 the Consultant.

11.2 CPS Data: Such information may include (i) "Student Data" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "Staff Data" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "School Level Data" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

11.3 Use of Confidential Information: Consultant shall:

- a. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- b. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in Section 12.2 (Compliance with Laws, Rules and Ordinances and Policies).
- c. Any subcontractors engaged by Consultant in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Consultant has assumed in this Agreement with respect to the Confidential Information.
- d. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

11.4 Transmitting and Storing Confidential Information that Contains Student and/or Staff Data: Consultant shall:

- a. When mailing physical copies of Confidential Information that contains Student Data and/or Staff Data, send the Confidential Information in a

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tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;

- b. Only electronically transmit or mail Confidential Information that contains Student Data and/or Staff Data on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information that contains Student Data and/or Staff Data shall only be mailed in accordance with the provisions of Section 11.4(a) above;
- c. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- d. Encrypt any and all Confidential Information that contains Student Data and/or Staff Data stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Consultant shall not leave Confidential Information that contains Student Data and/or Staff Data in any electronic format unsecured and unattended at any time;
- e. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information that contains Student Data and/or Staff Data under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Consultant shall not leave Confidential Information that contains Student Data and/or Staff Data unsecured and unattended at any time;
- f. Consultant shall password protect any laptop or workstation that contains Confidential Information that contains Student Data and/or Staff Data. Additionally, any laptop or workstation that contains Confidential Information that contains Student Data and/or Staff Data shall have its full hard drive Encrypted. Consultant shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Consultant shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information that contains Student Data and/or Staff Data is attached to or located near the laptop or workstation at any time.
- g. Consultant shall store Confidential Information that contains Student Data and/or Staff Data on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Consultant. Consultant shall ensure the security of the Confidential Information that contains Student Data and/or Staff Data stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Consultant shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

11.5 Dissemination of Information: Consultant shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board or its designee. If Consultant 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 Consultant's possession as a result of Services and/or materials provided under the Agreement, Consultant 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. Consultant 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.

Notwithstanding the foregoing and the provisions of Section 11.6 herein below, the Board agrees that Consultant may use any aggregate data and de-identified student level data provided to the Consultant or generated by Consultant related to activities under this Agreement for research, norming, and other legitimate educational purposes (i) provided that no individual student is identified as the source of any particular information without the Board's written consent, (ii) provided that all students and Board personnel remain anonymous, and (iii) provided that the Board's Chief Education Officer and the CPS Project Manager receive a preview copy of any and all articles and publications containing such data at least thirty (30) calendar days prior to their publication and that they be given an opportunity to request modifications.

11.6 Ownership: Consultant agrees that:

- a. To the extent permitted by law, and subject to the provisions of Section 11.6(b) hereunder, any and all materials prepared or generated as a result of Consultant providing Services to the Board hereunder ("Work Product") shall exclusively be deemed "works for hire" within the meaning and purview of the *United States Copyright Act*, 17 U.S.C. § 101 *et seq.* All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Consultant shall execute all documents and perform all acts that the Board may reasonably request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. To the extent any Work Product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to such Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All 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 this Agreement within three (3) business days of demand. In addition, Consultant 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 Consultant's possession, such items shall be restored or replaced

at Consultant's expense.

- b. All pre-existing materials, if any, that Consultant or its subcontractors independently developed and copyrighted and which are used and distributed by Consultant or its subcontractors in the course of providing Services hereunder (collectively, "Pre-Existing Materials"), are and shall remain the copyrighted property of the owner of record and they shall not be considered Work Product as defined hereinabove. Consultant hereby gives and shall cause its subcontractors to give the Board a perpetual, irrevocable license to use such Pre-Existing Materials for the benefit of the Chicago Public Schools.
- c. Consultant represents and warrants to the Board that Consultant, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Consultant further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

11.7 Return or Destruction of Confidential Information: Consultant shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Consultant receives permission in writing from the Board's Chief Performance Officer or her designee that Consultant may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Consultant destroy the Confidential Information, Consultant shall provide an affidavit attesting to such destruction.

11.8 Staff and Subcontractors: Consultant agrees to cause its personnel, staff and subcontractors to undertake the same obligations as agreed to herein by Consultant.

11.9 Injunctive Relief: In the event of a breach or threatened breach of this Section, Consultant 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, Consultant 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.

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

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

12.1 Licensed Professionals: Consultant is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which

a professional license is required by law and for which Consultant, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

12.2 Compliance with Laws: Consultant is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*; the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; the Drug-Free Workplace Act; the Illinois Student Records Act; the Family Educational Rights and Privacy Act; the Protection of Pupil Rights Act; all as amended and any other applicable federal, state, and municipal statutes, regulations, and rules. Further, Consultant is and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and warrants that Consultant, and any individual who Consultant assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu>.

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

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

12.5 Financially Solvent: Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

12.6 Gratuities: No payment, gratuity or offer of employment was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.

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

12.8 Criminal History Records Search: Consultant represents and warrants that, at its own cost and expense, it shall ensure that a complete fingerprint-based criminal history records check ("**Records Check**") has been conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Agreement in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*). Such complete Records Check consists of the following:

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- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS 5/34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with Section 5/34-18.5 of the *Illinois School Code* as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

It is understood and agreed that Consultant's non-compliance with this Section 12.8 will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Consultant remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

12.9 Research Activities and Data Requests: Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.

12.10 Prohibited Acts: Within the three (3) years prior to the effective date of this Agreement, Consultant 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.

13. **Independent Contractor:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's employees shall be entitled to receive Board employee benefits. As an independent contractor, Consultant 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. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.
14. **Indemnification:** Consultant agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and reasonable 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 arising or alleged to arise out of, in whole or in part, the negligent or willful acts or omissions of the Consultant, its officers, agents, employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation.

Consultant 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, the Consultant 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 the Consultant 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 Consultant, 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 Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant 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 Consultant and Consultant 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 Consultant was conducting the defense.

To the extent permissible by law, Consultant 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 Consultant 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 this Agreement.

15. **Limitations of Liability:** Neither Consultant nor the Board shall be liable for any special, indirect, or consequential damages of or to the other party even if such party has been advised of the possibility thereof, including but not limited to lost profits, lost business revenue, failure to realize expected savings, or other commercial or economic loss of any kind. Notwithstanding anything to the contrary in this Agreement, Consultant shall be responsible or liable only for the actions or omissions of Consultant, its agents, employees, and subcontractors. Consultant shall not be responsible or liable for the actions or omissions of the Board, its agents, employees, or other contractors, to the extent that said actions or omissions were committed contrary to Consultant's advice or direction or to the extent said actions or omissions were not within the reasonable control of Consultant.
16. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any subcontractors.
17. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.
18. **Insurance:** Consultant, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant 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. Consultant shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below:

18.1 **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 this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation endorsement in favor of the Board of Education of the City of Chicago and its subsidiaries under form #WC000313 or its equivalent. When applicable, coverage shall be endorsed to include full coverage for Maritime obligations, Longshoremen's and Harbor Workers' Compensation Act.

18.2 **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years

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following completion), and defense. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

18.3 **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, leased 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.

18.4 **Professional Liability / Errors and Omissions:** When any architects, engineers, construction managers or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) each claim and Two Million (\$2,000,000.00) in the aggregate. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of the performance of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

18.5 **Inland Marine Floater:** To the extent that Consultant or its subcontractors move and/or transport any of the Board's property, said Consultant shall provide or shall assure that its subcontractor provides blanket basis inland marine floater insurance with an "All Risk" Inland Marine Coverage Form; coverage will include all real and personal property owned by the Board while in transit; Theft Coverage must be provided. Coverage will be determined when the value of the freight being moved by Consultant is available.

18.6 **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage. Consultant's subcontractors are required to provide umbrella or excess liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

18.7 **Additional Insured:** Consultant shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Consultant for any Services if satisfactory proof of insurance is not provided by Consultant 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:

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Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th floor
Chicago, Illinois 60603
ATTN: Patricia Hernandez, CPPB

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Consultant's failure to carry or document required insurance shall constitute a breach of the Consultant's Agreement with the Board. In the event Consultant fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

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

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

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

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

Consultant 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. Consultant must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their

latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
676 N. LaSalle - Suite 230
Chicago, IL 60654
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <http://www.cpsvendorcert.com> (designated website
for online registration, insurance certificate
submissions and annual fee payments)

19. **Audit and Document Retention:** Consultant shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, Board-appointed auditors, or other agents for compliance by the Consultant with this Agreement. Consultant shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Consultant 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 the Consultant for the cost of such audit. Consultant shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Consultant's Services under this Agreement. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. Consultant 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. If any audit, litigation, or other action involving the records is being conducted, all applicable records must be retained until that proceeding is closed.
20. **MBE/WBE Program:** Consultant 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 Agreements*", which is incorporated by reference as if fully set forth herein. Consultant agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program as modified by the authorizing Board Report. Consultant agrees to submit such documentation in connection with the program as may be requested by the Board.
21. **Right of Entry:** Consultant 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. Consultant shall provide advance notice to the Board and such individuals as may be specifically designated by the Board's Program Manager or his or her designees, 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. Consultant 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. The Board shall provide appropriate security for a safe and secure workplace and immediate surrounding area and shall be responsible for any damage to the person or property of Consultant's employees, agents or subcontractors resulting from its failure to provide such security. Should the Consultant consider additional security to be necessary, the Consultant may obtain such additional security at its own cost subject to the understanding that the Board retains ultimate control of its real property. 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 this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

22. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant 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. Consultant shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*, as amended; 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.*, as amended; 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.*, as amended; 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, and all other applicable federal statutes, regulations 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 Consultant's employees or the Consultant's subcontractors' employees.
23. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
24. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees

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that service of process on the Consultant 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 the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

25. **Force Majeure:** In the event either party to this Agreement is unable to meet its contractual obligations as a result of an Act of God, strikes, war, terrorism, insurrection, riots, derailments or any other causes beyond its control, that party's contractual obligations affected by the force majeure condition shall be suspended for the duration of same; provided, however, that the parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition; and provided, further, that the party declaring force majeure shall notify the other party promptly by fax when the force majeure begins, of the force majeure condition and when the condition is expected to terminate. Neither party will be liable for loss of or damage to real or personal property occurring as a result of a force majeure.
26. **Notices:** All notices required under this Agreement shall be in writing and 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 confirmed telex or facsimile (followed by the actual document), 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:

Office of Strategic Management
125 South Clark Street
Chicago, IL 60603

Copy to: James L. Bebley, General Counsel
125 South Clark Street, Suite 700
Chicago, IL 60603
Fax: (773) 553-1701

IF TO CONSULTANT:

Global Workplace Solutions, LLC
9823 Cincinnati-Dayton Road
West Chester, Ohio 45069
Fax: (513) 759-3689

27. **Continuing Obligation to Perform:** In the event of any dispute between Consultant and Board, the parties shall use their best efforts to promptly resolve any dispute, and Consultant shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
28. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

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29. **Indebtedness:** The Consultant agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
30. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
31. **Inspector General:** Each party to this Agreement 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.
32. **Waiver:** No delay or omission by the Board or Consultant to exercise any right hereunder shall be construed as a waiver of any such right and the Board and the Consultant each reserve its right to exercise any such right from time to time as often and as may be deemed expedient.
33. **Debarment Policy:** Consultant acknowledges that, in performing the Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
34. **Kickbacks:** Neither Consultant nor any of its members, if a joint venture or a 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 Agreement or as an inducement for the acceptance of the Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations.
35. **Freedom of Information Act:** Consultant acknowledges that this Agreement and all documents submitted to the Board related to the award of this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement shall be posted on the Board's internet website at www.cps.edu.
36. **Authority:** Consultant understands and agrees that Consultant is not an authorized representative of the Board or the Chicago Public Schools. The Consultant may be authorized to take actions and make decisions as an agent of the Board as part of its Services under this Agreement. However, the Consultant shall not be authorized to make legal or financial commitments on the Board's behalf. All agreements and approvals (written or verbal) on the Board's behalf, specifically those that include legal or financial commitments, must be made by authorized Board employee(s).

37. **Information Security Policy:** If at any time, Consultant has access to the Board's computer network, Consultant warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 25, 2004 (04-0825-PO3), as amended, during the term of the Agreement and any renewals thereof.
38. **Subcontractor Employee Screening and Monitoring Process:** If Consultant plans to subcontract the Services outlined in this Agreement, or any part thereof, to a third party, Consultant must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.
39. **Prevailing Wages:** The parties agree that prevailing wage laws should not pertain to the Services outlined in this Agreement. To the extent that it is deemed that the prevailing wage law should pertain to any Services outlined in this Agreement, if there is any underpayment of salaries by the Consultant for such Services, the Board may withhold from the Consultant, out of payments due to him/her, an amount sufficient to pay to employees underpaid the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Board to the respective employees to whom they are due. In the event the Board is required to withhold and disburse said amounts of underpaid salaries to employees of the Consultant, the Board shall also withhold a sum equal to the Board's cost to administer the payment of said balance of salaries due. The amount withheld shall be disbursed by the Board on account of the Consultant to the respective employees to whom they are due. If the Services deemed to be subject to the prevailing wage laws are categorized in the Schedule of Compensation as fixed rate services, the parties shall consult with one another to determine what, if any, amendment to the Agreement is appropriate to reflect the compensation adjustment.
40. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
41. **Joint and Several Liability:** In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity, provided however that no individual or trust affiliated with Consultant shall be personally charged with any liability or expense under this Agreement.
42. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

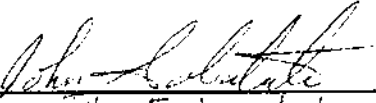
THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


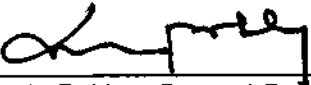
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

GLOBAL WORKPLACE SOLUTIONS, LLC

By: 
David J. Vitale, President

By: 
Name: John F. Sabatello
Title: President

Attest:  5/7/13
Estela G. Beltran, Secretary

Approved as to legal form: 

James L. Bebley, General Counsel

Board Report No: 13-0403-PR2 -1

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Compensation

EXHIBIT A

SCOPE OF SERVICES

Purpose

Due to underutilization, the Board of Education of the City of Chicago ("Board") needs to consolidate the number of school buildings it operates ("School Consolidation Program"). Under the terms and conditions of the Services Agreement ("Agreement") and as further described in this Scope of Services ("Scope"), Global Workplace Solutions, LLC ("GWS" or "Consultant") will deliver and manage relocation and decommissioning services for the Board's school consolidations.

Consolidations will include Closing Schools, Welcoming Schools, Turnaround Schools, Co-locations, Co-shares, Phase Outs and Campuses. For reference throughout this Scope, buildings that will remain open but are affected by the School Consolidation Program are hereafter referred to collectively as "Welcoming Schools" and buildings that will no longer be open after the beginning of the 2013-14 school year are referred to collectively as "Closing Schools."

Key Dates

Last Date of 2012-13 School Year: June 24, 2013

First Date of 2013-14 School Year: August 26, 2013

Many of the Welcoming Schools will be undergoing renovation and construction activities that will result in a one (1) to two (2) week window at the end of the summer (between August 12 and August 21) to deliver Closing School assets prior to the start of school.

Methodology

The Board is in the process of developing plans for school consolidations and identifying the responsibilities of Board staff and existing consultants. It will be the responsibility of the Consultant to implement the plan set forth by the Board and provide overall management and services to assure the complete relocation; removal of contents, furnishings and equipment; and securing all schools affected. The plans being prepared will identify a process and documentation for each Closing School and Welcoming School. It will be the responsibility of the Consultant to work with the Board in the creation of, utilization of and implementation of the process, including documentation.

The project vision is for every student affected by a school action to be seamlessly integrated into his/her new school. The project goal is to foster a transition environment that is positive, nurturing and respectful, and provides for maximum continuity. The Consultant shall provide a staffing model and implementation system to support the Board's vision and goal for the project. Additionally, the Consultant is to assure timely execution of comprehensive project logistics to the extent within its control. Consultant 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. Consultant shall also be required to have periodic meetings with the Department of Procurement and Contracts personnel for contract review meetings as well as an annual review at a time determined by the Department of Procurement and Contracts. Consultant must support the Board with an appropriate number of personnel to meet the Board's needs.

General Timeline for Consolidation

The general methodology and timeline of how schools are to be consolidated and closed is listed below. The dates established in this section are target dates for completion based on order placement deadlines in each of the specified areas to ensure new materials are present for the first

Exhibit A

Scope of Services

day of the 2013-14 school year. Detailed requirements are included below in Section 1 and Section 2. Consultant and Board will work together to meet targeted dates and adjust schedules in the event of unforeseen delays. Board recognizes that Consultant will make best effort to meet the target dates; nevertheless, Consultant is not responsible for force majeure type events or Board decisions or actions that materially delay execution of the inventory or move process.

- 1) Welcoming School inventory/assessment to be completed immediately and completed between 4:00pm – 10:00pm Monday-Friday, and 8:00am – 3:00pm Saturday (“Off School Hours”) to determine which assets will need to be removed, replaced and/or temporarily staged for construction activities. Inventory and assessments to be completed to meet order deadlines of **May 17, 2013** for furniture and **May 20, 2013** for textbooks.
- 2) An inventory of Closing Schools’ assets to be completed immediately and completed during Off School Hours to determine which assets will be redeployed, disposed or stored. Inventory and assessments to be completed to meet order deadlines of **May 17, 2013** for furniture and **May 20, 2013** for textbooks.
- 3) From an evaluation by the Board Project Team of the Welcoming Schools’ and Closing Schools’ inventories, a determination of asset deficiencies for Welcoming Schools and recommendations of new order quantities will be made;
 - a. Furniture asset deficiencies for Welcoming Schools and recommendation of new order quantities to be completed by **May 20, 2013**; and
 - b. Text book deficiencies for Welcoming Schools and recommendation of new order quantities to be completed by **May 20, 2013**.
- 4) Lock changes and key management for all Closing Schools upon completion of the 2012-13 school year to be completed by **June 28, 2013** or earlier.
- 5) Removal of high value technology assets to be completed by **July 3, 2013** or earlier. Redeployment of assets to be completed by **August 19, 2013** or earlier as Welcoming School construction and cleaning activities permit.
- 6) Organization, packing, labeling and movement of records to Welcoming Schools or centralized storage locations to be completed by **July 3, 2013** or earlier.
- 7) Organization, packing, labeling and movement of text books to Welcoming Schools to take place by **August 19, 2013** or earlier as Welcoming School construction and cleaning activities permit.
- 8) Organization, packing, labeling and movement of all moveable assets from Closing Schools in coordination with Welcoming Schools construction and cleaning activities to be completed by **August 21, 2013**.
- 9) Final content removal and building decommissioning to be completed by **December 31, 2013**.

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Board Project Team

The Board has engaged vendors and internal personnel for planning services (Board Project Team). Consultant will be required to coordinate all project implementation and management tasks with the Board Project Team. The Board Project Team is described as follows:

- A 40-person planning team representing all departments from the Board with involvement in school consolidation activities.
- The district consists of 14 separate networks. Each network will have dedicated Board team to assist with school closure activities. This team will consist of a Network Transition Coordinator and a Principal Transition Coordinator who will bridge the gap between Closing and Welcoming Schools.
- Additionally, staff from each Closing School including Principal, Assistant Principal, Counselor, Clerk, Custodian and Engineers will be retained through the summer to assist with closure and welcoming activities.

General Conditions of Services

Consultant shall provide at its own cost identification badges, uniforms, or some other mutually agreed upon manner to identify its employees, agents, and subcontractors while on Board property. Consultant shall confine its work in schools to Off School Hours unless the Board's Deputy Chief Administrative Officer agrees otherwise in advance. The Board shall provide Consultant with reasonable office space and materials within the Board's Central Office to perform Services.

Summary of Consultant's Services

There are three categories of services to be provided by Consultant under this Agreement:

1. As more fully described below, Consultant shall manage and coordinate tasks that will be completed by the Board, its employees, and/or contractors. The services being performed by the Board, its employees, and/or contractors that will be managed by Consultant include:
 - Packing, sorting, and moving of all furniture, classroom assets, records, and other items to be relocated to Welcoming Schools or designated warehouse;
 - Records management;
 - Kitchen equipment disconnect/removal/reconnect;
 - Plant and equipment draining and decommissioning; and
 - All mechanical, electrical and plumbing services required.

As is explained in the Schedule of Compensation, Consultant's management over the above-referenced services are provided on a fixed cost basis as part of the Project/Program Management and Implementation Management Services.

2. Consultant shall provide additional services through its employees and direct sub-contractors ("Self-Performed Services"). Said services include:
 - Program/Project Management;
 - Contract Management;
 - Implementation Management;
 - Building Closure and Decommissioning Management;
 - Project Close-Out Activities; and
 - General Asset Inventory and Asset Fulfillment.

As is explained in the Schedule of Compensation, the costs for above-referenced Self-Performed Services shall be provided on a fixed cost basis.

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3. Consultant shall provide additional materials and services, through its employees, direct subcontractors, or managed vendors. Said services include:
 - High Value and IT Asset Inventory;
 - Procurement and positioning of boxes and other move materials;
 - Acquisition of warehouse space, personnel, and equipment;
 - School securing and board-up;
 - Decommissioning/liquidation/disposal of non-usable/discarded assets;
 - Lock changes;
 - Textbook & Other Curriculum Materials inventory, sort, pack, move and warehouse;
 - Library inventory, sort, pack, move and warehouse; and
 - Shred/recycle.

The costs for inventorying high value and IT assets shall be \$5.00 per item. For the other Self-Performed Services performed and for materials acquired and delivered by Consultant, Consultant will submit its invoices for such items at market rates or below. For all managed materials and services that may be performed by Consultant's managed vendors, Consultant will submit its invoice together with supporting invoices from Consultant's managed vendors as support for any invoices that Consultant submits to the Board for payment.

Consultant is not providing security for items that are inventoried and will not be responsible for an item listed on an inventory that cannot be located or is lost, stolen, damaged, or destroyed after the particular item is handled by Consultant.

SECTION 1 – GWS'S FIXED COSTS SERVICES (GWS Self-Performed)

1.1. Project/Program Management

- A. Resource planning and management
 - i. Provide a scalable resource solution to correspond to the number of schools being closed. Provide for the recruitment and screening for all resources being provided for the project by Consultant.
 - ii. Provide for the training for all consultants' resources.
 - iii. Provide a plan for backup and contingency resources to meet peak project demands.
 - iv. Provide sufficient quantities of qualified project personnel so as to ensure all aspects of the project, including subcontractors, are properly and competently supervised.
 - v. Develop Service Level Agreements (SLAs) to be entered into between the Board and Consultant that will address the delivery of quality services in a timely manner. The Board's Deputy Chief Administrative Officer is authorized to execute the SLAs on the Board's behalf.
- B. Information review and planning
 - i. Obtain and review all available information to finalize and implement the school closures and logistics.
 - ii. Obtain and review all available information with a direct or indirect impact on the scheduling of subcontractors and other resources.

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- C. Project logistics schedule development
 - i. Review and validate existing plans and develop detailed project schedule and logistics plan.
 - ii. The logistics plan must include all tasks, milestones, phases and timing of all move and decommissioning related activities. Consultant acknowledges that many buildings will be receiving capital improvements, building repairs, and cosmetic improvements. The logistics plan must seek to reduce all conflicts between various contractors and vendors performing services at the Welcoming and Closing Schools, whether directly contracted with Consultant or the Board, including but not limited to, movers, construction contractors, and other parties utilizing the docks, elevators, and doors at either origin or destination sites.
 - iii. Review, update, and communicate logistics plan with Board Project Team throughout the project.
 - iv. Identify gaps, issues, constraints, and provide recommended solutions.
- D. Subcontractor variable cost control
 - i. Review, monitor, and update as necessary budgets and validate pricing throughout life of project to apprise the Board that the project is within the overall budget set by Board.
 - ii. Provide scorecards to assist Board Project Team in the review and approval of Board's contractors performing services as part of the consolidation project.
 - iii. Provide updated variable cost estimates when revised information becomes available.
- E. Oversee, manage, and coordinate activities of all subcontractors
 - i. Consultant will manage the efficiency and timeliness of the Board's employees and contractors to minimize soft costs to Board and to minimize potential change orders.
 - ii. Consultant shall ensure that its employees, agents and subcontractors complete quality services within the timelines set and within budget.
 - iii. In the event that the set timelines will not be met or the budget may be exceeded for whatever reason, the Consultant shall give prompt notice to the Board or its designated project manager throughout the Term of the Agreement and work to minimize any delays and budget overruns. To the extent necessary, the Board and Consultant will execute Change Orders per the Change Order Process described in this Scope.
- F. Project meetings, communication, and progress reports
 - i. Attend weekly project meetings with the Board Project Team.
 - ii. Provide weekly and monthly written progress reports of project status, including open and critical issues that may impede progress of scheduled activities.
 - iii. Provide regular updates to project and school teams including but not limited to Principal Transition Coordinators, Principals, Assistant Principals, Clerks, Engineers, Custodians and other school staff retained during the consolidation activities.
- G. Identify and manage potential risk items and offer solutions for mitigation.

1.2 Owner's Representation (Board's Other Contractors Involved in Project)

- A. Provide management assistance and owner's representation for the following Board contractors:

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- i. Professional Movers and Packers (including crates, boxes and other move related materials)
 - ii. Records Inventory, Sort and Pack Vendor
 - iii. Furniture Installations Vendor (for Closing School knock downs)
 - iv. Kitchen Equipment Disassembly Vendor
 - v. Mechanical, Electrical and Plumbing (MEP) Contractors
 - vi. Service Vendors for Copy, Vending and Other serviceable equipment
 - vii. IT Vendor to complete IT asset reimaging, evaluation and fulfillment
- B. Develop Statements of Work (SOW's) for Board contractors, as necessary.
- C. Develop and work in conjunction with Board procurement staff for the contractor and consultant bid/quote process.
- D. Coordinate minimum of three (3) walkthroughs for potential moving and packing contractors.
- E. Consult with Board on its other contractors' capacities to align with project schedule.
- F. Provide input on purchase agreements and service contracts, contract amendments, and change orders.
- G. Monitor Board's other contractors involved in project for quality assurance and timely performance of schedule as well as compliance with Board policies and procedures. Consultant shall report instances of non-compliance with Board policies and procedures, quality issues, or timing concerns within a reasonable time based on the type of infraction and effect on the School Consolidations.
- H. Review and reconcile invoices and provide input to Board Project Team.

1.3 Contract Management (Consultant and Consultant's Subcontractors)

- A. Consultant will provide contract management and administration for its subcontractors/consultants identified in Section 2.
- B. Develop SOW's for subcontractors and consultants. Said SOW's shall be available to the Board upon request.
- C. Develop and manage Consultant's subcontractor and consultant contracts, including contract amendments and change orders, consistent with Consultant's Agreement with the Board. Consultant shall provide the Board with information regarding its efforts to deliver the Services in the most cost-effective manner available, including for example copies of the underlying subcontracts.
- D. Coordinate Consultant's subcontractor walkthroughs for project bids and scheduling.
- E. Manage Consultant's vendor and subcontractor capacities to align with project schedule.
- F. Monitor Consultant's subcontractors' compliance with Board policies and procedures.

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- G. Direct and oversee the planning, quality assurance, auditing and monitoring of Consultant's subcontractors.
- H. Review, reconcile and pay Consultant's subcontractors' invoices.
- I. Obtain necessary insurance certificates and assure subcontractor compliance with all Board requirements and regulations.

1.4 Implementation Management. Consultant shall manage, oversee and ensure satisfactory completion of the following implementation activities:

- A. High Value Asset and IT Asset Inventory – being performed by GWS at a cost of \$5.00 per item inventoried.
- B. General Inventory and Asset Fulfillment – See Section 1.7, being performed by GWS under fixed cost basis.
- C. Move scheduling, preparation, coordination and management – GWS shall perform the following services under the fixed cost basis:
 - i. Development of schedule and logistics for delivery of moving boxes and supplies to schools as necessary.
 - ii. Development of pre-printed labeling system for all moveable and disposable assets.
 - iii. Contingency planning for project delays or efficiencies.
 - iv. Scheduling, coordination, and management of Board's movers.
 - v. Coordination of site access, building access, street access, dock or other loading/unloading locations.
 - vi. Complete assessment and identification of schools that require additional packing and organization time.
 - vii. Schedule and coordinate any pre-move activities that will assist in the efficiency and cleanout of the Closing Schools.
 - viii. Schedule and coordinate packing, organizing, sorting, and moving activities in Closing Schools.
- D. Lock Changes – See Section 2.6, being performed by GWS under variable cost basis.
- E. Records – GWS shall oversee records management planning, preparation, sorting, packing, pick-up and delivery that will be performed by the Board's other contractors. GWS's services to be provided under the fixed cost basis.
- F. Textbook and Other Curriculum Materials Inventory, Sort, and Pack – See Sections 2.7-2.8, being performed by GWS under variable cost basis.
- G. Library Inventory, Sort, and Pack – See Section 2.9, being performed by GWS under variable cost basis.
- H. Shred/Recycle Management – See Section 2.10, being performed by GWS under variable cost basis.

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- I. Kitchen Equipment Disconnect/Removal/Reconnect – GWS shall perform the following management activities to enable satisfactory completion by the Board's other contractors of the disconnect/removal/reconnect of the kitchen equipment
 - i. Coordination of Board's contractors to complete the disconnection and disassembly needs for kitchen equipment including the cutting and capping of gas and water lines and the disassembly of walk-in freezers.
 - ii. Coordinate Board's contractors so that all equipment is removed, repurposed, sold, or scrapped. Upon completion of fulfillment of Welcoming Schools, the remainder of usable kitchen equipment must be dispersed by the Consultant to non-actionable district schools or warehouse facilities.

- J. Facilities Equipment Management - Inventory and then oversee the relocation of facilities equipment including but not limited to lawnmowers, snow blowers, landscaping equipment, ladders and tools.

- K. Furniture, Office Contents and Other Moveable Assets Management
 - i. Coordinate the relocation of offices and contents not covered in any of the preceding sections.
 - ii. Coordinate the relocation of all moveable assets not covered in any of the preceding sections including but not limited to items in the chart below:

Furniture	Education	Records	IT Assets	Facilities
Book shelves	Charts, Maps, Flags	Active Student Records	Monitors	Building Room Signage
Cafeteria Tables	Easels & art supplies	Artistic, archival and historical items	PCs and Laptops	Building supplies
Carts	Grant Funded Materials and Equipment	Employee Records	Printers; Scanning Machines	PA system equip. & speakers
Chairs	Gym/sporting equipment	Financial Records	Projectors	Bulletin boards
Cubbies	Manipulatives	Historical Student Records	Servers and Switches	Displays cases & contents
Desks	Musical Instruments	Special Ed Student Records	Smart Boards	Fax and Copy Machines
Safes	Special Ed Materials and Equipment		Telephone systems and equipment	Dry erase boards
Storage cabinets & contents	Teaching supplies		Security dvrs, servers and access control systems	Environmentally hazardous chemicals & equipment

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Furniture	Education	Records	IT Assets	Facilities
Student desks	Text Books			Food Service Kitchen equipment
Tables	Toys			Maintenance and service equipment
Workstations & File Cabinets				Nursing and medical equipment supplies
				Office supplies
				Security cameras and equipment

1.5 Building Closure and Decommissioning Management

- A. Coordinate the collection, organization and staging of all unused furniture assets within each Closing School that may be auctioned off or salvaged for monetary reimbursement back to the Board.
- B. Coordinate the removal and delivery of all remaining usable assets.
- C. Coordinate the removal, storage, and liquidation of unused security services equipment including servers, DVRs and access control systems.
- D. Coordinate the liquidation of any items of material value and payments back to Board.
- E. Monitor and provide documentation and reports on liquidation/recycling refund amounts.
- F. Coordinate disposal of remaining items.
- G. Coordinate draining of plumbing and boilers and preparation for decommissioning.
- H. Coordinate timing for utility shutoffs.
- I. Coordinate final meter reads.
- J. Coordinate building signage removal.
- K. Complete final walkthroughs to ensure all materials have been removed and space is broom clean.
- L. Coordinate the cancellation of service agreements (trash, pest control, landscape, etc.)
- M. Coordinate building board up, in accordance with current City of Chicago code requirements, and vandal proof securing activities.

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1.6 Project Close-Out Activities

- A. Compile comprehensive invoice review and reconciliation.
- B. Provide final project report including efficiencies, successes, and lessons-learned items.
- C. Coordinate post-project survey and assessment with Board Project Team.
- D. Follow up and close-out any open items.

1.7 General Inventory and Asset Fulfillment

- A. General Inventory
 - i. Complete general inventory of all other assets not included in high value asset inventory for all types of schools as identified in the Schedule of Compensation. General inventory must include counts, descriptions, school/room locations and condition of items. All inventories must be completed and available in electronic format to Board Project Team by **May 17, 2013**.
 - ii. Identify all moveable assets that have any special requirements for disassembly and reassembly.
- B. Asset Fulfillment
 - i. Develop from/to lists for the fulfillment of all Welcoming School assets. The from/to lists will be derived from a combination of predetermined school requirements and principal requested assets. Each Welcoming School will be matched with one or more Closing School(s) and the Welcoming School may only receive assets from that Closing School(s).
 - ii. In conjunction with the security department and other Board groups, coordinate the removal of personal property from school. This will include documentation to be completed and collected for any staff attempting to remove personal assets.
 - iii. Fulfillment of Welcoming School moveable assets requests.
 - a) Develop plans and logistics for fulfilling Welcoming School assets from the Closing Schools.
 - b) The Consultant must submit its methodology for fulfillment of additional principal requests including capabilities for real time web-based request and fulfillment systems.
 - iv. Coordinate the identification, disassembly, move and reassembly of workstation furniture, file cabinets, shelving and other furniture required for office staff or other traditional office areas within the Welcoming Schools.

Section 2 - GWS VARIABLE SERVICES (Self Performed and Sub Contracted)

2.1 High Value and IT Asset Inventory to be billed at actual price per item. (\$5.00/item) (Other items/services under this Section remain variable and subject to change from those estimates indicated on the spreadsheet included as part of the Schedule of Compensation in Exhibit B.)

- A. Board to provide in a timely manner the appropriate system files and database of High-Value and IT Assets with tag numbers, descriptions, etc., in order for Consultant to perform the inventory within denoted timeframe below.

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- B. Confirm that each device on the electronic inventory is present during the physical inventory, record the originating room on the validation report and note the absence of any device. These activities are to be performed via bar code reader to minimize the event of error, recording both serial numbers and asset tags with that bar code reader, to the extent possible.
- C. Identify which devices did not appear on the Validation Report, but are present during the physical inventory. Search for these devices' serial numbers and asset tags via an online form
 - i. For those found where the serial number and/or asset tag have an exact match; update inventory accordingly; record the required information on the validation report and identify them as FOUND.
 - ii. For those found where the serial number or asset tag are deemed by the site to match sufficiently:
 - a) Copy the corrected data into the inventory sheet;
 - b) Record the required information on the validation report and identify them as FOUND; and
 - c) Place a hand written asset tag on the device, indicating that this machine has an ambiguous state.
 - iii. For those devices not found at all:
 - a) Enter all the information onto the sheet directly from the physical asset;
 - b) Record the required information on the validation report and identify them as FOUND; and
 - c) Place a CPS IT Asset tag on the device, indicating that this machine has an ambiguous state.
- D. Consultant is required to preserve Inventory for subsequent tasks and upload inventory spreadsheets per Board specifications.
- E. High Value & IT asset inventory must be completed with documentation available to appropriate Board departments by **June 1, 2013**.
- F. **COMPREHENSIVE REPORTING:** *Consultant will receive an electronic version of the asset inventory data for each respective school location.*
 - i. Validation reports must be completed within one week of each day's activity
 - ii. The validation report must clearly define the status of each asset: Verified (A. above); Missing Tag (Verified yet missing Asset Tag (B. above)); Found (applied new CPS IT Asset Tag). Any scanned asset will have the asset information (contract data points) updated, to the extent possible, regardless of status.

2.2 Boxes and other Move Materials

Procure and distribute to all locations, for all moving needs, adequate standard moving totes, speed packs, standard records boxes, packing materials, and other move materials required for the packing of materials in both Closing and Welcoming Schools.

2.3 Warehouse Space, Personnel, and Equipment

Provide warehouse services as required to complete activities as described in this Scope through December 31, 2013.

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2.4 School Securing and Board-Up

Complete building board up and vandal-proof securing activities, in accordance with City Municipal Code 13-12-125 for City of Chicago building decommissioning requirements.

2.5 Decommissioning/Liquidation/Disposal

- A. Complete the collection, organization and staging of all unused furniture assets within each Closing School that may be auctioned off or salvaged for monetary reimbursement back to the Board.
- B. Complete removal and delivery of all remaining usable assets.
- C. Complete removal, storage, and liquidation of unused security services equipment including servers, monitors, DVRs, and access control systems.
- D. Complete liquidation of any items of material value.
- E. Complete payments back to Board for value of liquidated items.
- F. Complete disposal of remaining items.
- G. Coordinate completion of utility shutoffs.
- H. Provide final meter reads.
- I. Manage complete building signage removal.

2.6 Facilities Lock Changes

- A. In conjunction with Board Facilities, complete the necessary lock changes and key requests for each Closing School.
- B. Provide keys to designated Board representatives.

2.7-2.8 Text Book & Other Curriculum Materials Inventory, Sort, Pack, Move and Warehouse

- A. Text Books
 - i. Complete the inventory and redistribution of textbooks. Consultant shall keep a separate inventory of textbooks and shall ensure order of the packaging, labeling and transfer to the Welcoming Schools, proper cataloging and physical placement within the specified classrooms.
 - ii. Follow guidelines to identify obsolete text books and make arrangements for the disposal/recycling of text books from Closing and Welcoming School locations.
 - iii. Sort and pack text books in schools and label boxes with the school name, text book name and ISBN number of the text book.
 - iv. Provide a real time inventory of text books to be accessible by Board personnel and setup a process for principal requests and fulfillment.
 - v. Identify any shortages of text book requests by **May 20, 2013** to allow for the ordering and fulfillment of requested text books.
 - vi. Text book deliveries and fulfillment must be completed no later than one (1) week prior to the start of school for the 2013-2014 school year.

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- B. **Grant-Funded Materials**
 - i. Grant-funded materials, including textbooks and other education materials, must stay with the students/teachers/principals participating in or responsible for grant-funded assets.
 - ii. Consultant shall work with the Board Project Team to identify all grant-funded materials and separating them from the other curriculum materials for segregated sorting, packing, and moving said materials by Board's hired movers.
- C. **Special Education (SPED) Materials**
 - i. Special education materials, including textbooks and other curriculum materials and equipment, must stay with the students/teachers/principals participating in or responsible for the special education programs.
 - ii. Consultant shall work with the Board Project Team to identify all special education materials and separating them from the other curriculum materials for segregated sorting, packing, and moving said materials by Board's hired movers.
- D. **Other Curriculum Materials**
 - i. Coordinate the inventory, sorting, packing and redistribution of other curriculum and supplies including but not limited to charts, maps, flags, easels, art supplies, gym equipment, manipulatives, musical instruments and toys by Board's hired movers.
 - ii. Coordinate that Board's hired movers track items related to specific educational programs including but not limited to Early Childhood Education, English Language Learners and Special Education Services that are so designated by Board employees during the move process.
 - iii. While exact counts are not required, coordinate that all like items be boxed together by Board's hired movers and/or packers and require that estimates of amounts provided as part of the general inventory (e.g., 1 box of approximately fifty (50) erasers would be a line item on the inventory).
 - iv. Provide mechanism and opportunity for Welcoming School principals to request additional instructional materials and supplies required.
 - v. Coordinate delivery and fulfillment of assets to school locations to be completed at least one week prior to the start of school by Board's hired movers.

2.9 Library Inventory, Sort, Pack, Move and Warehouse

- A. Identify existing library collections and coordinate the packing of usable library materials identified by the Board, including books, equipment (computers, scanners, etc.) and other instructional materials. Based on a Board-provided rubric, obsolete library materials should be disposed of or recycled.
- B. Libraries should be packed up according to shelf order, assuming that the library is organized with a classification system. Boxes should be labeled according to the Dewey range that the box contains or packed onto library carts in the exact order removed from the shelves and shrink-wrapped for delivery to Welcoming Schools.
- C. Coordinate fulfillment requests with the principals of the Welcoming Schools for the redistribution of library books and materials.

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2.10 Shred/Recycle Services and Materials

- A. Complete an analysis of each Closing and Welcoming School and determine the amount of shred bins or other materials required to complete clean-up activities.
- B. Provide a schedule for the delivery of bins to each actionable school to take place prior to the end of the school year.
- C. Develop instructional materials for staff on how to request pick-up of bins and delivery of additional bins.
- D. Ensure the pick-up and shredding of all materials in shred bins.
- E. Identify opportunities for recycling within schools and complete the collection, pick-up and recycling of materials.
- F. Maintain and provide reports on the amount of materials shredded and recycled throughout the duration of the project.

Dispute Resolution

The Board and Consultant acknowledge that all disputes will delay the timely completion of this Project. To the furthest extent possible, the parties shall work cooperatively to minimize these disputes and resolve them as quickly as possible. The Board's Project Manager shall work with the Consultant's project management team to resolve any disputes. Any dispute that cannot be resolved between them shall be referred to the Board's Chief Executive Officer and the Consultant's Chief Executive Officer. Either party may give written notice of such dispute to the other in accordance with the Notice provisions in the Agreement. The parties shall meet within fifteen (15) days of notification to resolve the dispute.

Change Order Process

During the Term of this Agreement, the parties may determine that a change to this Scope of Services is necessary. In such an event, and to the extent that said changes do not exceed the authority granted by the Board to its authorized representatives, the Board and Consultant shall negotiate and agree in writing to Change Orders. All Change Orders shall be in writing and shall contain a detailed description of the change in services and corresponding prices or other changes that are within the current Scope. After the Change Order has been signed by the authorized representatives of both parties, the approved change will be implemented. Material revisions to the Scope and the Compensation shall require a written amendment to the Agreement. Material revisions means (i) increasing the cost of the Scope beyond the maximum compensation amount approved by the Board as described in the authorizing Board report; (ii) substantial reduction of the Scopes of Services; (iii) expanding the Scope of Services beyond the authorized Scope of Services as described in the authorizing Board report; (iv) extending the time for performance of Services beyond the time period approved by the Board. Consultant shall not be required to perform services outside the scope of this Agreement without a signed change order or amendment, as applicable.

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EXHIBIT B

SCHEDULE OF COMPENSATION

Consultant will be paid fees for services completed pursuant to this Agreement as outlined in the attached pricing spreadsheet. Consultant acknowledges that time is of the essence in the performance of the Services and that timely completion before the deadlines identified in the Scope is critical. To the extent that Consultant's actions or omissions are the sole cause of delays, the Board may withhold a portion of Consultant's payment until the delay is corrected.

Consultant shall have the right to invoice the Board weekly based on the percentage of completion of Services as listed on the attached spreadsheet with respect to each school. The Board shall pay Consultant within thirty (30) days after the receipt of an invoice or within thirty (30) days after the date on which the goods or services are received, whichever is later. Written notice will be mailed promptly to Consultant if any portion of an invoice is disapproved for timely dispute resolution.

For items in **Section 1 - GWS Fixed Cost Services (GWS Self-Performed)**, Consultant will be paid a fixed price identified on the spreadsheet based on services performed for each type of school: Closing; Welcoming; Turnaround; Co-location with inventory; Co-location without inventory; Co-share (2 "schools"); Phase Out; and Campus (2 "schools").

Consultant will invoice the Board for services based on the percentage of completion for fixed services. A ledger will be provided by Consultant showing the bill percentage per line item per school.

In the event that schools of any type are removed from the list, Consultant will provide a final invoice for work already completed at those schools.

In the event that services presently identified as unnecessary for a particular type of school (e.g. the Section 1.3 Contract Management fee for Phase Out schools is identified as \$0.00 as no such services are intended to be performed) are later determined to be necessary, any additional work and any additional fees must be agreed to in writing by the Board in advance of the performance of such additional services.

Any and all reimbursable expenses are already included in the pricing structure for fixed costs. The Board shall not reimburse any expenses to Consultant, its employees, or subcontractors.

For Section 1.3 Contract Management fee, the fee is fixed for the first \$2.3 million of covered subcontractor services (services provided by Consultant's subcontractors). For any additional covered subcontractor services totaling over \$2.3 million, Consultant shall be paid a 3.5% fee on the amounts exceeding \$2.3 million. For example, if the total fees paid to Consultant's subcontractors is \$3.0 million, Consultant will be paid an additional \$24,500.00 ($\$3,000,000.00 - \$2,300,000.00 = \$700,000.00$; $\$700,000.00 * .035 = \$24,500.00$). Consultant shall not be entitled to any Contract Management fees for services self-performed by Consultant. Consultant shall not be entitled to any additional Contract Management fees associated with Consultant's management or input associated with services performed by the Board, its employees or other contractors. If the covered subcontractor services total less than \$2.3 million, Consultant shall still be entitled to the full fixed Contract Management fee specified in the spreadsheet.

For items in **Section 2 – Estimated GWS Variable Cost Services (GWS Self-Performed and Managed vendors)**, Consultant will be paid at market cost or below for self-performed services

Exhibit B

Schedule of Compensation

and self-distributed materials. Services performed by Consultant's managed vendors and materials received from Consultant's managed vendors will be provided at cost supported by invoices from those managed vendors. Consultant agrees to provide information to the Board and to receive input from the Board Project Team related to its review and consideration of potential subcontract quotes and proposals. Consultant shall be responsible for paying invoices of Consultant's subcontractors and vendors. Consultant shall not be paid for services performed by Board contractors or subcontractors, nor shall Consultant be responsible for payment to Board contractors or subcontractors.

Exhibit B to Services Agreement
between Board of Education City of Chicago Global Workplace Solutions
SCHEDULE OF COMPENSATION

#	Section 1 - GWS Fixed Cost Services (GWS Self-Performed)	Closing School Cost	Welcoming School Cost	Turnaround	Co-location w/ Inventory	Co-location w/o Inventory	Co-share (2 "schools")	Phase Out	Campus (2 "schools")
1.1	Program Management/Project Management	\$5,665.00	\$3,155.00	\$3,155.00	\$3,155.00	\$3,155.00	\$3,155.00	\$3,155.00	\$3,155.00
1.2	Vendor Management and Owners Representation	\$1,353.00	\$601.00	\$601.00	\$601.00	\$601.00	\$601.00	\$601.00	\$601.00
1.3	Contract Management (Fixed for up to 52.3 m. if over \$2.3 m. 3.5% additional)	\$1,642.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4	Implementation Management	\$16,402.00	\$11,090.00	\$5,760.00	\$7,060.00	\$1,300.00	\$5,760.00	\$5,760.00	\$5,760.00
1.5	Building Closure Decommissioning Management	\$2,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.6	Project Close-Out	\$1,333.00	\$1,333.00	\$1,333.00	\$1,333.00	\$1,333.00	\$1,333.00	\$1,333.00	\$1,333.00
1.7	General Inventory & Asset Fulfillment:	\$8,850.00	\$8,850.00	\$8,850.00	\$8,850.00	\$0.00	\$8,850.00	\$8,850.00	\$12,850.00
	Total GWS Fixed Costs Per School	\$37,655.00	\$25,029.00	\$19,699.00	\$20,999.00	\$6,389.00	\$19,699.00	\$19,699.00	\$23,699.00
	Current # of schools per Type (as of 04/26/13)	49	53	6	4	6	2	2	1
	Total GWS Fixed Costs per Type	\$1,845,095.00	\$1,326,537.00	\$118,194.00	\$83,996.00	\$38,334.00	\$39,398.00	\$39,398.00	\$23,699.00

#	Section 2 - Estimated GWS Variable Cost Services (GWS Self-Performed and Subcontracted)	Closing School Cost	Welcoming School Cost	Turnaround	Co-location w/ Inventory	Co-location no Inventory	Co-share (2 "schools")	Phase Out	Campus (2 "schools")
2.1	High Value & IT Inventory (bidding actual \$5.00 per item)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
2.2	Boxes and other move materials	\$4,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.3	Warehousing Space, Personnel and Equipment	\$5,400.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.4	School Securing and Board-Up	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.5	Decommissioning/Liquidation/Disposal (furniture, security equipment, non-usable kitchen equipment, other re-movable assets)	\$12,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.6	Facilities Lock Changes	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.7	Text Book & Curriculum Inventory (Follet)	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
2.8	Text Book & Curriculum Sort, Pack, Move, Warehouse (Follet)	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.9	Library Inventory	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.10	Shred/Recycle Services and Materials	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Estimated GWS Variable Costs Per School	\$53,000.00	\$13,000.00	\$11,500.00	\$8,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
	Current # of schools per Type (as of 04/26/13)	49	53	6	4	6	2	2	1
	Total Estimated GWS Variable Costs per Type	\$2,597,000.00	\$689,000.00	\$69,000.00	\$32,000.00	\$0.00	\$4,000.00	\$4,000.00	\$2,000.00

Total Fixed Costs + Total Estimated Variable Costs	\$6,911,851.00
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