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FACILITIES MANAGEMENT SERVICES AGREEMENT
SODEXOMAGIC, LLC

THIS FACILITIES MANAGEMENT SERVICES AGREEMENT (this "**Agreement**") dated as of March 1, 2014 (the "**Effective Date**") is entered into 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 SODEXOMAGIC, LLC, a Delaware limited liability company (the "**Vendor**"; and together with the Board, individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

- A. The Board previously issued the Facility Management Services Request for Proposal Specification No. 13-250050 (the "**RFP**") seeking proposers interested in providing facilities management services to the Board in one or more areas of specialization described in the RFP;
- B. The Vendor responded to the RFP and was selected to provide facilities management services to the Board and certain CPS schools within the scope and for the term described in this Agreement;
- C. The Board and the Vendor now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which facilities management services will be requested of the Board and furnished by Vendor;
- D. The Vendor has demonstrated expertise in providing facilities management services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such facilities management services, and is desirous of providing such facilities management services for the Board;
- E. The Vendor acknowledges that it is not guaranteed or entitled to receive payments hereunder solely by virtue of entering into this Agreement; and
- F. Capitalized terms used and not defined herein shall have the meanings assigned thereto in Exhibits A, B and C hereto for all purposes hereof.

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

AGREEMENT

- 1. **Incorporation of Recitals and Exhibits:** Each of the Exhibits attached hereto and the matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Term of Agreement:** This Agreement is for a term commencing on the Effective Date and ending on February 28, 2017 ("**Term**"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew this Agreement for periods of one (1) year each, or any shorter period of time as determined by the Board, upon the same terms and conditions as set forth in this Agreement. . Any such renewals shall be mutually agreed upon by the parties in writing.
- 3. **Scope of Services:** During the Term, the Vendor shall provide to the Board the Services pursuant to the terms of this Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A and Exhibit B of this Agreement, including any and all work necessary to complete them in accordance with 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 shall be documented by a written amendment to this Agreement signed by the Vendor, the Board and the Board's General Counsel. Without limiting the Vendor's

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obligations to perform the Services during the Term, the Parties acknowledge and agree that solely with respect to the period commencing on the Effective Date and ending on April 11, 2014, the Vendor's obligations hereunder shall be limited to performing the Implementation Services (defined in Section 41). Vendor agrees to provide the Services at the prices set forth in Exhibit C. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of one and one-half percent (1.5%) per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this Agreement or any other agreement between Vendor and the Board.

4. Personnel:

A. Staffing. Vendor shall assign and maintain during the Term and any renewal thereof, an adequate staff of competent subcontractors, agents, employees and other personnel that are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Services. Vendor shall have the sole responsibility to compensate its agents, subcontractors and employees, including but not limited to all applicable taxes, benefits, insurance and workers' compensation. If the Board determines, in its sole discretion, that any agent, employee, subcontractor or other person providing Services hereunder for the Vendor 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, the Board shall have the right to direct the Vendor in writing to (and the Vendor shall, promptly upon receiving such direction) remove such person from performing Services under this Agreement. Any such written request shall not be in violation of applicable employment law, and any personnel actions taken by Vendor shall be performed in accordance with Vendor's personnel policies and shall be subject to the terms and conditions of any applicable collective bargaining agreement.

B. Non-Solicitation: The Vendor shall not, without the Board's prior written consent, knowingly hire or make any employment agreement with any person who has been a Management Employee of the Board involved with the Services within the earlier of one (1) year after such employee terminates employment with Vendor or within one (1) year after termination of this Agreement without the Board's prior written consent. The Board shall not, without Vendor's written consent, knowingly hire or make any employment agreement with any person who has been a Management Employee of the Vendor involved with the Services within the earlier of one (1) year after such employee terminates employment with Vendor or within one (1) year after termination of this Agreement. This non-solicitation provision shall not apply to the extent that the Vendor's Management Employee is hired by another vendor to perform services not associated with the Board. Each of the Board and Vendor agrees that the Management Employees of such Party have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by such Party. For purposes of this provision and Section 5.C hereof, "Management Employees" shall be defined as those persons who directly performed management or professional services related specifically to this Agreement at any time during the Term. If a Party (the "**Violating Party**") hires or makes any agreement with any such Management Employee of the other Party (the "**Non-Violating Party**") within the restricted period, then the Violating Party shall suffer damages and shall pay the Non-Violating Party as liquidated damages an amount equal to two (2) times the annual salary of each Management Employee hired by the Violating Party. This sum has been determined to be reasonable by both Parties after due consideration of all relevant circumstances. This provision shall not apply to Management Employees that were previously employed by a Violating Party. This provision shall survive the termination of this Agreement.

5. Compensation, Purchase Orders and Payment:

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- A. Compensation.** Compensation for the Services to be provided by Vendor during the Term shall not exceed Eighty Million and 00/100 Dollars (\$80,000,000.00) ("**Maximum Compensation Amount**") without the prior written approval of the members of the Board and a written amendment to this Agreement. The Board and the Vendor acknowledge and agree that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment obligation of the Board under this Agreement. Compensation shall be based on actual Services performed during the Term. Except as otherwise provided in Exhibit C hereto, no expenses shall be reimbursed under this Agreement, and any materials provided and/or leased by Vendor to the Board and its employees in performance of this Agreement shall be at no additional cost to the Board. The Maximum Compensation Amount payable by the Board hereunder is inclusive and shall include any and all amounts payable by the Board hereunder. 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 any amounts due and owing under Section 41 hereof and Vendor shall promptly refund to the Board any payments received for Services and deliverables not provided. Payments shall be made as specified in this Section 5 and in the "**Schedule of Compensation**" attached and incorporated herein by reference as Exhibit C.
- B. Invoices.** The Vendor shall submit invoices to the Board (i) with respect to the Services Operating Fee, the Contract Price and the CSS Operating Fee, on a monthly basis with respect to the portion of such fee due and owing in such month and (ii) with respect to the Snow Removal Fee, the SLA Credit and any other amount due and owing by the Board hereunder, within a reasonable period after such fees are incurred, in each case referencing this Agreement. All invoices shall include: a valid purchase order number, itemized description of the Services rendered and/or the supplies and equipment ordered, date the Services were rendered, the date the supplies and equipment were delivered, invoice date and invoice amount. Invoices shall be submitted in a timely manner. The invoice shall be accompanied by any applicable manufacturer and/or distributor invoices for any supplies and/or equipment ordered. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process and pay invoices of the Vendor 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. If any amount due and owing to Vendor hereunder is not paid in full by the Board within ninety (90) days after the applicable invoice date, then the unpaid portion of such amount shall bear interest at one and one-half percent (1.5%) per month.
- C. Pricing Adjustments:** In the event that either (i) the hourly wage rates and/or health benefits to be provided to Vendor Personnel are increased as a result of changes to the BOMA Chicago hourly wage rates or changes to the terms of its collective bargaining agreement (any percentage change resulting from such increase or decrease, the "**Percentage Adjustment**"), or (ii) (1) there is an increase in any other costs of Vendor related to the performance of the Services, including without limitation, an increase in Vendor's contributions to social security or payroll taxes (including retroactive changes to such contributions) and (2) such increase is a direct result of a change in applicable law or regulation, then, to the extent that the Vendor has no right of reimbursement with respect to such increased costs, then Vendor may, no more frequently than once during any twelve (12) month period (so long as no default or Event of Default has occurred or is continuing), request in writing (the "**Pricing Adjustment Request**") that the Maximum Compensation Amount and/or the applicable amounts payable by the Board under the terms of Exhibit C be adjusted (the "**Pricing Adjustment**") by the Board in an amount equal to the Percentage Adjustment. The Pricing Adjustment Request shall be addressed to the Board's Chief Procurement Officer and shall describe in reasonable detail the nature of increased costs and shall include a reasonable detailed financial

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analysis that supports the proposed Pricing Adjustment. No Pricing Adjustment shall become effective unless and until the Board, in its sole and exclusive discretion, shall have consented to such Pricing Adjustment (through, to the extent necessary, the adoption of a Board resolution at a duly convened Board meeting) and an amendment to this Agreement is signed by the Vendor, the Board and the Board's General Counsel in accordance with Section 25 and, solely with respect to Management Employees of the Vendor, the Percentage Adjustment shall in no event exceed three percent (3%) for any twelve (12) month period. If the Parties are unable to agree on an appropriate increase in the Maximum Compensation Amount and/or applicable payment schedule as described above after exhausting commercially reasonable efforts, each Party shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party. Notwithstanding the foregoing, the Parties acknowledge and agree that to the extent the hourly wage rates and/or health benefits to be provided to Vendor Personnel are reduced as a result of changes to the BOMA Chicago hourly wage rates, changes to the terms of its collective bargaining agreement or changes in applicable law or regulation, then the applicable amount payable by the Board under the terms of Exhibit C hereto shall be reduced by the Percentage Adjustment. On (x) September 1, 2014 (or such other date as may be mutually agreed by the Parties) and (y) April 14 of each year commencing April 14, 2015, the Board and the Vendor shall amend Exhibit C solely to reflect, as applicable, the initial and adjusted annual and aggregate Contract Price payments (as contemplated by this paragraph C) payable by the Board to the Vendor (A) with respect to clause (x) above, for the remaining months of the first twelve (12) months of the Term and (B) with respect to each date described in clause (y) above, for the twelve (12) month periods commencing on such date.

- D. Changes to the Scope of Services. To the extent that (i) the Board requests Vendor to perform Services in additional buildings not constituting Board Facilities or in material additions to Board Facilities not contemplated by the Parties as of the Effective Date, (ii) the Board closes Board Facilities or material parts thereof including, for example, due to construction or decommissioning or (iii) there is a change in the use of Board Facilities, and such change in Services results in an increase or decrease in costs to Vendor, then the applicable aggregate amount payable to Vendor under the Agreement shall be increased or reduced, as applicable, by an amount equal to projected change in costs to Vendor from the date at which the change in Services took effect or as mutually agreed upon by the Parties.
- E. Financial Contribution. Vendor shall, upon the Board's request, fund a financial contribution in an amount of up to Fifty Thousand Dollars (\$50,000) (the "**Financial Contribution**") on behalf of the Board, which shall be used by the Vendor (on the Board's behalf) to administer severance payments to the Board's employees or subcontractors performing Services, which such amounts shall be agreed to by the Board and shall be limited solely to Board employees which are eligible (under and pursuant to criteria established the Board and SEIU) and accept the severance offer. The Parties acknowledge and agree that Vendor shall have no right of reimbursement with respect to the Financial Contribution and the Financial Contribution shall not be deemed to constitute all or any part of the Contract Price or any other amounts payable by the Board hereunder.

6. Performance and Payment Bond.

Prior to commencing the Services under this Agreement, the Vendor shall furnish the Board's Chief Procurement Officer with a Performance and Payment Bond (the "**Bond**") in an amount equal to Three Million Three Hundred Fourteen Thousand Four Hundred Eighty-One Dollars \$3,314,481, which such Bond shall reference this Agreement and comply with the requirements of Illinois law regarding payment and performance bonds. The Bond shall be in a form, and issued by a surety, acceptable to the Board and such surety shall otherwise be licensed as a

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surety by the State of Illinois. The Bond shall be security for the faithful performance of this Agreement and the payment of all persons supplying labor, materials, equipment, and services of any nature to Vendor in connection with the Services under this Agreement. The Bond shall be furnished together with the current power of attorney for the person or persons signing on behalf of the surety, which power of attorney shall be sealed and certified with "first hand signature" by an officer of the surety. A facsimile signature shall not be accepted by the Board. The acknowledgement of the principal on the Bond shall be notarized with his or her official title identified. The Parties acknowledge and agree that the Board shall have no obligation to make any payments under this Agreement unless and until the Vendor delivers a Bond meeting the requirements set forth in this Section 6.

Vendor's performance bonds shall be written on an annually renewable basis and shall not contain any forfeiture language. Vendor shall use its surety's final bond form or, upon written notice from Vendor to the Board, the following language shall be deemed to be added to this Section 6:

"The term of the Bond shall be one year, and it may be extended by the Surety by Continuation Certificate; *provided however*, that neither nonrenewal by the Surety, nor the failure or inability of Vendor to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof."

7. **Standards of Performance:** Vendor shall devote, and shall cause all of its agents, subcontractors and employees to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Chief Procurement Officer. Vendor shall retain and utilize sufficient agents, subcontractors, employees and other personnel to assure the most effective and efficient performance of the Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and the Services performed supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing the Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, which the Board shall identify as such, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of the Services or payment for any of the Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services. Vendor shall remain responsible for the professional and technical accuracy of all Services and any other deliverables furnished, whether by Vendor or its agents, employees, subcontractors or others on its behalf.
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 Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
9. **Events of Default:** Events of default ("**Events of Default**") include, but are not limited to, any of the following:

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- a. Any material misrepresentation by Vendor in the inducement of this Agreement or the provision of the Services;
- b. Default by Vendor under any other agreement Vendor may have with the Board;
- c. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- d. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of this Agreement, including but not limited to, the following:
 - i. Any act or failure to act which affects the safety or welfare of students or Board staff;
 - ii. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 - iii. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - iv. Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the provision of the Services due to a reason or circumstances within Vendor's reasonable control;
 - v. Failure to supply the Services in a manner satisfactory to the Board;
 - vi. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
 - vii. Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control; or
 - viii. Failure to comply with any term of this Agreement, including but 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.

10. Remedies: The occurrence of any Event of Default which Vendor fails to cure within thirty (30) calendar days 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 thirty (30) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Chief Procurement Officer (after consultation with the Board's General Counsel). Written notification of an intention of the Chief Procurement Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a. The right to take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at the cost of Vendor either directly or through others. Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;
- b. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- c. The right to suspend or terminate the supply of Services during the thirty (30) day cure period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff;
- d. The right to specific performance, an injunction or any other appropriate equitable remedy;

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- e. The right to receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- f. The right to money damages;
- g. The right to withhold all or part of Vendor's compensation under this Agreement; and
- h. The right to use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Vendor 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 Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement (including, without limitation, the obligation to pay liquidated damages pursuant to the terms of Exhibit A) nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

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 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 in connection with its exercise of remedies after an Event of Default is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be an early termination pursuant to the terms of Section 11 hereof.

10.A. Default by the Board. If the Board fails to comply with a material term of this Agreement (the "Board Default") and such failure continues for a period of ninety (90) consecutive days, then the Vendor shall, promptly after such ninety (90) day period, deliver written notice (the "Default Notice") to the Board describing such Board Default. If the Board Default is not cured by the Board within thirty (30) days of receiving the Default Notice, the Vendor shall promptly after such thirty (30) day period, deliver a notice of termination to the Board which shall provide that the Agreement shall be terminated by the Vendor on a date which shall in no event be earlier than one hundred fifty-first (151st) day following the first occurrence of the Board Default. The rights of termination referred to in this provision are not intended to be exclusive and are in addition to any other rights available to Vendor at law or in equity.

11. Early Termination, Suspension of Services: Either Party may terminate this Agreement in whole or in part, without cause upon one hundred eighty (180) days prior written notice to the other Party.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with agents and 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.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision. The Board may, upon fifteen (15) calendar day's written notice, request that Vendor suspend supplying Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or

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expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties..

- 12. Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns; *provided however*, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board, except that the Vendor may, without the prior consent of the Board and, so long as the Vendor remains primarily and exclusively liable for any and all of its obligations hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Vendor.

13.1 Confidential Information, Dissemination of Information, Ownership, Survival: For purposes of this Section and subsections A through K, the term "Work Product" shall exclude any and all (i) third party intellectual property and (ii) pre-existing Vendor intellectual property that is delivered to the Board as part of the Services to be provided by Vendor hereunder or are imbedded in any Work Product to be delivered to the Board by Vendor hereunder.

- a. **Confidential Information:** In performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Board shall clearly identify such information as Confidential Information upon providing it to Vendor. Vendor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated specifically for the Board as a result of this Agreement ("**Work Product**") without the prior written consent of the Board. Vendor shall use at least the same standard of care in the protection of the Confidential Information of the Board as Vendor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
- b. **Dissemination of Information:** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in Vendor's possession, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its agents and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.
- c. **Ownership:** Vendor agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, Highly Confidential Information and Work Product shall at all times be and remain the property of the Board. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.
- d. **Use of Confidential Information:** Vendor warrants and represents that it shall not use the Confidential Information or Work Product for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Vendor.

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Any use of the Confidential Information or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

- e. Third Party Confidential Information and Proprietary Information: Vendor agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in providing the Services regardless of where Vendor obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the Board) unless Vendor has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 16 of this Agreement, Vendor hereby agrees to indemnify and hold harmless the Board against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Vendor or its agents, subcontractors, employees and other personnel under this Agreement.
 - f. Return or Destruction of Confidential Information and Highly Confidential Information: Vendor shall, at the Board's option, destroy or return all Confidential Information to the Board upon demand within three (3) business days of demand. In addition, Vendor shall, at the Board's option, destroy or return all Confidential Information to the Board within three (3) days of the expiration or termination of this Agreement. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction.
 - g. Vendor and Subcontractors: Vendor agrees to cause its agents and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by Vendor.
 - h. Freedom of Information Act: Vendor acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.
 - i. Press Releases; Logo Use; Publicity: Vendor shall not issue publicity press releases, grant press interviews, or use any intellectual property belonging to the Board, including but not limited to the CPS logos or of any individual schools during or after the performance or delivery of the Services, except with the prior written consent of the Chief Communications Officer of the Board or his or her designee.
 - j. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.
- 13.2 For the Vendor.** During the Term, Vendor may grant to Board a nonexclusive right to access certain proprietary materials of Vendor, survey forms, software (both owned by and licensed to Vendor), and similar items regularly used in Vendor's business operations ("**Proprietary Materials**"). In addition, Board may have access to certain non-public information of Vendor, including, but not limited to, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Vendor's business operations ("**Trade Secrets**"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Board), or (ii) any information which was available to Board on a non-confidential basis from a source other than Vendor, *provided* that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Vendor.

Board shall not disseminate any Proprietary Materials or disclose any of Vendor's Trade Secrets, directly or indirectly, during or after the Term. Board shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the Agreement. Without limiting the foregoing, Board specifically agrees that all software associated with the operation of the Services, including without limitation, accounting systems, and other software, are owned by or licensed to Vendor and not Board. Furthermore, Board's access or use of such software shall not create any right, title interest, or copyright in such software, and Board shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Vendor shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

14. Representations and Warranties and Covenants of Vendor: Vendor represents, warrants and covenants that the following shall be true and correct as of the Effective Date and shall continue to be true and correct during the Term:

- A. Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including but not limited to the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act. Vendor is and shall remain in compliance with all Board policies and rules, as may be amended from time to time. Board policies and rules are available at <http://www.cps.edu/>;
- B. Good Standing: Vendor, each of its agents, and each of its subcontractors, if any, have not been deemed by the Board's Chief Procurement Officer 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;
- C. Authorization: Vendor has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor;
- D. Financially Solvent: Vendor is financially solvent, is able to pay all debts as they mature, and is possessed of sufficient working capital to supply all Services and perform all obligations under this Agreement;
- E. Gratuities: No payment, gratuity, or offer of employment was made to or by Vendor, any of its members or, to the best of Vendor's knowledge, to any agents and subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations;
- F. Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form (or any ratification thereof) submitted by Vendor are true and correct. Vendor shall promptly notify the Board of any material change in the 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;
- G. Background Investigations and Criminal Background Investigations: Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all its employees, agents and subcontractors 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

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Against Youth Registration Act (730 ILCS 154/1 et seq.). Such complete Records Check consists of the following:

- 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.

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

Vendor shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each staff member who has direct, daily contact with students and shall immediately remove any staff member who may be identified on either registry.

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

- H. Research Activities and Data Requests: Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in any Board school or use Board student data for research purposes, Vendor shall comply with the Board's Research Study and Data Policy adopted on March 25, 2009, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of the Office of Research and Accountability or his or her designee;
- I. Ethics: No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics (11-0525-PO2), adopted May 25, 2011, as may be amended, which policy is incorporated herein by reference as if fully set forth herein;
- J. Intellectual Property: That in performing and delivering the Services, Vendor will not knowingly violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not knowingly improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under this Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement;
- K. No Legal Actions Preventing Performance: Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign,

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or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligation under this Agreement;

- L. Business Requirements:** Vendor is fully aware of the Board's requirements and intended uses for the Services, including any set forth in the exhibits, and Vendor represents and warrants that the Services shall satisfy such requirements in all material respects and is fit for such intended uses;
- M. Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, neither Vendor nor any of its agents, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have been convicted of bribery or attempting to bribe a public officer or employee of any public entity or (ii) have 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;
- N. Warranty of Title:** The Services, the Cleaning Supplies and the Cleaning Equipment are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Services, the Cleaning Supplies and Cleaning Equipment and that Vendor warrants and defends its title to such items against all claims;
- O. Services Warranty:** Vendor has carefully examined and analyzed the provisions of this Agreement and can and will perform, or cause the Services to be performed in strict accordance with the provisions and requirements of this Agreement. The Services shall be performed in a timely, professional manner, in accordance with all applicable industry and professional standards. Such Services shall be in compliance with all applicable laws, rules, regulations, or orders. If the Board notifies the Vendor, or if the Vendor becomes aware, of any non-performance, error or defect covered by the foregoing warranties within one year from performance of said Services the Vendor shall, at its own expense, promptly (but in no event later than 30 days after written notification by the Board) correct such non-performance, error or defect. Any re-performance of Services or any portions thereof will be automatically warranted as provided herein.
- P. Debarment and Suspension:** Vendor certifies that it and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Vendor acknowledges that in performing the Services for the Board, Vendor 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.
- Q. Recycling/Blue Bag Program/Energy Conservation:** Vendor shall give preference to the use of recycled products in the performance of any Services in accordance with the applicable Environmental Protection Agency guidelines as promulgated in 40 C.F.R. Parts 247-254. Vendor shall, to the extent feasible, cooperate with the City of the Chicago Blue Bag Program (or any successor program thereto) and shall comply with any applicable requirements of City ordinances. In addition, Vendor shall comply with any applicable mandatory standards and policies relating to energy efficiency under the State of Illinois Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321, *et seq.* All warranties will survive inspection, acceptance payment and expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and this Agreement.
- R. Ownership:** The Vendor is the owner of the Software and other components of the Services or otherwise has the right to grant to the Board the license (contemplated by Section 42) without violating any rights of any third party, and there is currently no actual

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or threatened suit by any such third party based on an alleged violation of such right by the Vendor.

- S. Software Performance.** During the Term and any renewal term of the Agreement, the Software will (1) be free from defects in material and workmanship under normal use and remain in good working order and (2) function properly and in conformity with the warranties herein and in accordance with this Agreement and with the description, specifications, and related documentation on the Board computer workstations and system software including updates or new releases to such hardware, system software, and other software, and interface with other programs as required, and related documentation completely and accurately reflects the operation of the Software.
- T. Free of Computer Viruses.** The Vendor shall use commercially reasonable best efforts to ensure that the Software is free of computer viruses. The Vendor also shall maintain a master copy of the appropriate versions of the Software, free of computer viruses.
- U. Not Alter Program.** The Vendor shall not, directly or through a third party, knowingly remove, alter, change, or interface with the Software or any other program for the purpose or preventing the Board from using the Software or any other program.
- V. No Disabling Code.** The Vendor shall not knowingly cause any disabling code to be incorporated into the Software.

15. Independent Contractor; Subcontractors; Transition of Services.

- A. Independent Contractor.** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any its agents, employees or subcontractors shall be entitled to receive Board employee benefits. Vendor is the common law employer of its employees. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor shall be the sole responsibility of Vendor. To the extent that the Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, the Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor, nor any of agents, employees or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a Social Security Number or a Federal Employer Identification Number. Vendor acknowledges and agrees that Vendor is not an authorized representative of the Board. All agreements or approvals (written or verbal) of the Board must be made by an authorized employee of the Board.
- B. Subcontractors:** Vendor may, with prior written approval of the Board, enter into written subcontract(s) for performance of certain functions under this Agreement. All insurance coverage for subcontractors shall be subject to the minimum requirements identified in Section 19 of this Agreement.
- C. Cooperation with Other Contractors and Subcontractors.** Vendor shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Vendor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Board contractors.
- D. Transition at Termination/Expiration of Agreement:** Upon expiration or early termination of this Agreement, Vendor shall take all actions necessary to accomplish a complete and timely transition from the Vendor to the Board, or to any replacement service providers designated by the Board (collectively "**New Provider**"), without material impact on the Services or any other services provided by third parties. The Vendor shall provide the Board and the New Provider with all information regarding the Services that is needed for the

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transition. Vendor shall provide for the prompt and orderly conclusion of all work, as the Board may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Vendor shall provide any additional transition services as the Board requests in writing for a period of up to one year after the termination or expiration of this Agreement, on a time and materials basis, at a rate to be mutually agreed between the Board and the Vendor.

E. Federal Immigration and Nationality Act. Vendor warrants that both it and all subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their respective employees. The Board may, at its sole discretion require evidence of compliance during the Term. If the Board request evidence of compliance, Vendor shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall constitute a material breach of this Agreement.

16. Indemnification: Each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other Party (the "**Indemnified Party**"), its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of (i) the negligent acts or intentional omissions of the Indemnifying Party, its agents and subcontractors or (ii) any Health and Safety Violation by any Vendor Personnel. If the damages, injuries, losses or claims are caused by the negligence of both Parties, the apportionment of said damages, injuries, losses or claims shall be shared between both Parties based upon the comparative degree of each Party's negligence, and each Party shall be liable for its own defense and its own costs including but not limited to the cost of defense and attorney's fees incident thereto.

In the event that the Software or any portion thereof is held by a court of competent jurisdiction to constitute an infringement and its use is enjoined, Vendor shall, at its own cost and expense, (i) modify the infringing Software without impairing in any material respect, the functionality or performance of such Software, such that after giving effect to such modification, such Software is non-infringing, (ii) procure for the Board the legally valid and enforceable right to continue to use the infringing Software, or (iii) replace such Software with equally suitable, non-infringing software. If none of the foregoing alternatives are available to Vendor, (x) Vendor shall refund to the Board any and all monies previously paid to Vendor hereunder, and (y) the Board shall, at its own cost and expense and after arranging for the continuation of the functions performed by the Software, promptly return the Software to Vendor once the Board has arranged for the continuation of the functions performed thereby.

Vendor shall have no liability for any claim of infringement (1) based on any modified version of any data not authorized by Vendor; (2) based upon use in conjunction with another product not authorized by Vendor; (3) based upon Vendor's compliance with Board's specific instructions, to the extent that Vendor was unaware of any infringement; or (4) based on Board's use of any goods, equipment, materials or Software in violation of any restrictions indicated by the items themselves or for which Vendor otherwise notifies Board in writing.

Subject to the preceding paragraphs, Vendor will indemnify, hold harmless, and defend the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, losses, penalties, damages and expenses of every kind, nature and character, including reasonable costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of Board from any claim, demand, cause of action, debt or liability that the Services violate any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

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In the event that a Party is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of the other Party's employees under this Agreement, the such Party shall indemnify the other Party for any such liability.

The Indemnifying Party shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses pursuant to the indemnification obligations set forth in this Section 16. In addition, if any judgment shall be rendered against the Indemnified Party in any such action, the Indemnifying Party shall, at its own expense, satisfy and discharge such obligation of the Indemnified Party. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any suit, without relieving Indemnifying Party of any of its obligations hereunder. The Indemnified Party retains final approval of any and all settlements or legal strategies which involve the interest of the Indemnified Party.

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

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

17. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor with any liability or expense under this Agreement or be held personally liable under this Agreement to Vendor or its members.
18. **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 amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, 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 Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
19. **Insurance Requirements:** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board Certificates of Insurance as evidence of insurance coverage. Minimum insurance requirements include the coverage set forth below:
 - A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
 - B. **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, sexual abuse liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

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- C. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.
- E. Professional Liability/Errors and Omissions Insurance: When any professional services are performed in connection with this Agreement, Professional Liability Insurance must be provided with limits of not less than Two Million Dollars (\$2,000,000.00) per claim for errors and omissions in conjunction with professional services inclusive of the assumption of contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the Services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Subcontractors performing work for the Vendor who do not render professional services are not required to provide this coverage.
- F. Additional Insured: Vendor shall grant additional insured status to the Board and its members, employees and agents, on a primary basis without recourse or right of contribution from the Board.

The Vendor shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above, including expressly naming the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, as additional insureds in such insurance certificate. The Board will not pay Vendor for any Services if such certificate of insurance is not provided by Vendor prior to the performance of any Services. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards and will be delivered as applicable in accordance with policy provisions. The Vendor shall provide notice to the Board in the event of cancellation of any insurance required herein to:

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

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

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

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

The coverages and limits furnished by Vendor in no way limit the Vendor'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.

Vendor shall register with the insurance certificate monitoring company designated by the Board and indicated below, and shall maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor shall 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). Vendor may submit any questions on submissions and payment options to 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
<http://www.cpsvendorcert.com> (designated website for online
registration, insurance certificate submissions and annual fee
payments)

20. **[RESERVED]**.

21. **Audit and Document Retention:**

- A. Audit:** Vendor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of supplying the Services. Vendor shall permit and cooperate in a periodic audit by Board staff or Board-appointed auditors for compliance by Vendor with this Agreement. Failure of Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Vendor for the cost of such audit.
- B. Document Retention:** Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's supplying the Services under this Agreement. All records referenced above shall be retained for six (6) years after

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delivery of the Services and shall be subject to inspection and audit by the Board. Vendor shall include in all subcontractor contracts for the Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.

22. **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) 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: Leslie Norgren
Department of Facilities
125 S. Clark Street, 17th Floor
Chicago, IL 60603

Copy to: James L Bebley, General Counsel
125 South Clark Street, Suite 700
Chicago, IL 60603

IF TO VENDOR: SodexoMAGIC, LLC
Attention: Michael Norris, Market President/COO
9801 Washington Blvd.
Gaithersburg, MD 20878

Copy to: SodexoMAGIC, LLC
Attention: Law Department
9801 Washington Blvd.
Gaithersburg, MD 20878

23. **Right of Entry:** Vendor and any of its agents and subcontractors supplying Services shall be permitted to enter upon a school site in connection with the supply of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its agents and subcontractors to use, the highest degree of care when entering upon any property owned by the Board in connection with the supply of the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor shall comply and shall cause each of its agents and subcontractors, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including, but not limited to, reasonable attorneys 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.
24. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its agents or 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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in

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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, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. At all times, Vendor shall remain in compliance with, but not limited to: 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 Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et seq.*, as amended; the IL Human Rights Act, 775 ILCS 5/1-101, *et seq.* as amended; the IL School Code, 105 ILCS 5/1-1 *et seq.*; the IL 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, and all other applicable federal statutes, regulations and other laws.

25. **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 an authorized representative of each Party. Email correspondence shall not qualify as a written document signed by an authorized signatory. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
26. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth in the Notice Provision of this Agreement, to such other address or person as may be designated by Vendor in writing, to the office actually maintained by Vendor or by personal delivery on any officer, director or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
27. **Continuing Obligation To Perform:** In the event of any dispute between Vendor and the Board, Vendor shall expeditiously and diligently proceed with the performance of all of 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.
29. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy (96-0626-PO3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
30. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
31. **Waiver:** No delay or omission by either Party to exercise any right hereunder shall be construed as a waiver of any such right and the waiving Party reserves the right to exercise any such right from time to time and as often as may be deemed expedient.

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32. **M/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to comply with the provisions of such program.
33. **Survival; Severability:** All express warranties, representations and indemnifications made or given in this Agreement shall survive the supply of Services by Vendor or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.
34. **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, unenforceable or illegal and the parties are unable to agree on a substitute enforceable and legal provision, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.
35. **Joint and Several Liability:** If Vendor, 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 Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
36. **Participation by Other Local Government Agencies:** Other local government agencies may be eligible to purchase Services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board of Education's Chief Purchasing Officer, and if such purchases have no significant net adverse effect on the Board of Education, and result in no observed diminished Services from the Vendor to the Board of Education, and result in no observed diminished Services from the Vendor to the Board's user departments pursuant to such purchases. Examples of such agencies are: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.
37. **Debarment Policy.** Vendor acknowledges that, in supplying Services for the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy and Procedures, 08-1217-PO1, as amended from time to time. If Vendor has engaged any firm to supply Services that is later debarred, Vendor shall sever its relationship with that firm with respect to supplying the Services to the Board.
38. **Information Security Policy:** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted September 22, 2004 (04-0825-PO3), as amended, during the Term and any renewals thereof.
39. **Health and/or Safety Violations:**
- a. During the Term, Vendor shall be liable for any claim, action, proceeding, fine or penalty arising directly or indirectly from any health and/or safety code violation (each, a "Health and Safety Violation") assessed by a Federal, State and/or local governmental unit or agency for Board Facilities.
 - b. In the event the Board is assessed a Health and Safety Violation for Board Facilities, the Board shall promptly (and in any event within 10 days) notify Vendor in writing of such Health and Safety Violation (provided that failure to so notify the Vendor within

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10 days shall not alter or diminish the Board's rights under this Section 39) describing in reasonable detail the nature of the Health and Safety Violation. Vendor shall promptly, upon receipt of the notice described in the preceding sentence, appear, defend and/or pay all costs and expenses (including, without limitation, attorneys' fees) arising from the Health and Safety Violation pursuant to and in accordance with the terms of Section 16 of this Agreement.

- c. Vendor shall, from time to time, review the Services so as to minimize the assessment of Health and Safety Violations, particularly the recurrence of Health and Safety Violations for the same actions or omissions. Vendor shall promptly provide the Board with suggested modifications in the Services provided by Vendor to correct and eliminate the circumstances giving rise to the Health and Safety Violations.

40. **Office and/or Warehouse Space.** During the Term, the Board may, in its sole and exclusive discretion, lease office and/or warehouse space to Vendor in connection with the performance of the Services. As a condition to the Board leasing office and/or warehouse space to Vendor as contemplated by the preceding sentence, the Board and the Vendor shall enter into a lease or license agreement relating to such office and/or warehouse space, in each case in form and substance satisfactory to the Board. In addition to the foregoing, the Board shall make available to Vendor (at no cost) no more than two (2) office spaces at the Board's central offices, which shall include utilities (including water, sewer, electricity and telephone service) and access to copiers, fax machines and other standard office equipment.

41. Implementation Costs.

A. If the Vendor incurs costs and/or expenses in connection with the implementation (the "**Implementation Services**") of (1) the Services described in Exhibit A hereto (the "**IFM Implementation Costs**") and/or (2) the Services described in Exhibit B hereto (the "**CSS Implementation Costs**"), then the Parties acknowledge and agree that (A) the IFM Implementation Costs shall be incorporated into the aggregate Contract Price and payable by the Board pursuant to and in accordance with the terms of paragraph B of this Section 41 and (B) the CSS Implementation Costs shall be payable by the Board pursuant to and in accordance with the terms of paragraph C of this Section 41. Upon incurrence by Vendor of IFM Implementation Costs, the Parties shall execute and deliver an amendment to this Agreement to reflect, with respect to such IFM Implementation Costs, the adjusted aggregate Contract Price (after giving effect to the incorporation of the IFM Costs in such Contract Price). Amortization of the CSS Implementation Costs shall be reimbursed to the Vendor by the Board pursuant to and in accordance with the terms and conditions of Exhibit C hereto. The aggregate IFM Implementation Costs and CSS Implementation Costs are estimated by the Parties as of the Effective Date to be an amount equal to Three Million Dollars (\$3,000,000).

B. The Parties acknowledge and agree that after giving effect to the amendment contemplated by the preceding paragraph A relating to IFM Implementation Costs, the portion of the amended Contract Price constituting IFM Implementation Costs shall be payable by the Board in monthly installments over a period not to exceed five (5) years from the date of incurrence of such IFM Implementation Costs. The Parties further acknowledge and agree that (1) upon expiration or early termination of this Agreement by either Party for any reason whatsoever, the Board shall pay to Vendor an amount equal to the aggregate unamortized balance of the IFM Implementation Costs as of the date of expiration or termination and (2) on and as of the five (5) year anniversary of the incurrence of such IFM Implementation Costs and at all times thereafter, the unamortized balance of such IFM Implementation Costs shall be an amount equal to \$0.00.

C. The Parties acknowledge and agree that the CSS Implementation Costs shall be reimbursed to the Vendor by the Board in monthly installments over a period not to

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exceed two (2) years from the date of incurrence of such CSS Implementation Costs, pursuant to and in accordance with the terms and conditions of Exhibit C hereto. The Parties acknowledge and agree that (1) upon expiration or early termination of this Agreement by either Party for any reason whatsoever, the Board shall pay to Vendor an amount equal to the aggregate unamortized balance of the CSS Implementation Costs as of the date of expiration or termination and (2) on and as of the two (2) year anniversary of the incurrence of such CSS Implementation Costs and at all times thereafter, the unamortized balance of such CSS Implementation Costs shall be an amount equal to \$0.00.

42. License, Implementation, Hosting, and Support:

- a. License: Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable royalty-free license to use the Software (defined below). The Board shall not sell, lease, license, or otherwise transfer, use, or dispose of the Software except as expressly provided herein. The Software shall at all times remain the sole and exclusive property of Vendor. The Board shall not copy or knowingly permit the copying by any third party of the Software, or distribute, market, sell, rent, lease, license, transfer, sublicense, or assign to any third party any portion of the Software, except as permitted under this Agreement. The Board shall not make any alterations, additions, or modifications, create derivative works, decompile, disassemble, or reverse engineer the Software without the prior written consent of the Vendor. The Board may make a reasonable number of back-up copies of the Software for its own use only, as the Board determines is reasonable and necessary.

As used herein, "Software" shall mean the Maximo Software.

- b. Limited Sharing of Reports and Data: The Board and its employees and representatives may, with the prior written consent of the Vendor, share reports and data generated from the Services with other vendors of the Board.
- c. Implementation of Software: Vendor shall provide installation, configuration, and implementation Services for the Software in accordance with the provisions of Exhibit A hereto, so that such Software is accessible through the Board's computer workstations.
- d. Licensed Users: Vendor shall provide a username and password for each licensed user of the Software.
- e. Software Maintenance. During the term of this Agreement, Vendor shall be solely responsible for maintenance of the Software and its accessibility to the Board.
- f. Software Support: Vendor shall maintain, and provide support Services in connection with the Services in accordance with the provisions of Exhibit A.
- g. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Vendor shall provide the Board with the following: (1) storage space on, and access to, a computer system with the capability of making the Software accessible by the Board through a secure online means set forth by the Vendor and approved by the Board's Chief Information Officer and (2) related materials, facilities, and Services necessary to host the Software and the Board Data and to otherwise make the Software and the Board Data accessible on demand by the Board's designated users, in each case in accordance with Exhibit A.
- h. Documentation: Vendor shall deliver to the Board sufficient copies of the Documentation (defined in Exhibit A) for each licensed user of the Software.

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

- (i) Facilitating with such other relevant vendors and service providers the timely resolution of all problems that may arise and impact the Software and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other vendors and service providers as is required for resolution of such problem;
- (ii) Providing information to such other vendors and service providers concerning the Software, Services, data, computing environment, and technology direction used in implementing and the Software and Services;
- (iii) Working with such other vendors and service providers in the implementation and integration of the Software and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other vendors and service providers with the Software and Services;
- (iv) Providing reasonable access to the Software and Services and use of the Software and Services by such other vendors and service providers; and
- (v) Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section.

If a dispute arises between the Board and Vendor as to whether a particular service or function falls within the scope of the services provided by the Board's other vendors and/or service providers (or by the Board itself) or within the scope of the Services provided by the Vendor, then that particular service or function will be considered to be a part of the Services if it is consistent with, and reasonably inferable to be within, the scope of the Services as set forth in this Agreement and it more reasonably would be associated with the scope of Services than within the scope of services to be provided by other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of Vendor to any third party, then that third party will be required to enter into a reasonable confidentiality agreement with Board with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information as defined in this Agreement.

43. Cleaning Supplies and Cleaning Equipment

A. Cleaning Supplies. On or about April 14, 2014, the Parties shall jointly inventory all Cleaning Supplies. The Parties acknowledge and agree that such Opening Inventory is based on the invoice prices of such Cleanings Supplies which shall be mutually agreed upon by the Parties in the form of a written memorandum of understanding on or before May 1, 2014 (the "**Opening Inventory Value**"), and shall be booked by the Vendor on its financial statements during the first (1st) month of the Term as an Operating Expense in accordance with generally accepted

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accounting principles. Upon expiration or earlier termination of this Agreement, the Parties shall jointly inventory all Cleaning Supplies located at any and all Board Facilities, which shall be an aggregate amount equal to the invoice prices (the "**Closing Inventory Value**") of such Cleaning Supplies. In the event the Parties jointly determine in good faith that the Opening Inventory Value is greater than the Closing Inventory Value, the difference between such amounts shall be applied by the Vendor (in its final invoice to the Board after the expiration or earlier termination of this Agreement) to reduce any accrued unpaid amounts payable by the Board to Vendor hereunder. In the event the Parties jointly determine in good faith that the Closing Inventory Value is greater than the Opening Inventory Value, the difference between such amounts shall be added by the Vendor (on its final invoice to the Board after the expiration or earlier termination of this Agreement) to the accrued unpaid amounts payable by the Board to Vendor hereunder.

B. *Cleaning Equipment.* On or about April 14, 2014, the Parties shall jointly inventory each item of Cleaning Equipment owned by the Board (the "**Board-Owned Equipment**") and shall mutually agree on the value of such item of Cleaning Equipment based on the remaining useful life of such item of Cleaning Equipment. Vendor shall, no later than May 1, 2014, purchase each item of Cleaning Equipment based on a price for such item of Cleaning Equipment that is mutually agreed to in writing by the Parties.

- 44. Construction and Effect.** A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference; *provided* that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

SODEXOMAGIC, LLC

By: David Vitale
David Vitale, President

By: Michael Norris

Attest: Estela G. Beltran 3/12/14
Estela G. Beltran, Secretary

Signature: Michael P. Norris

Date: 3/12/14

Title: Market President/COO

Board Report No. 14-0226-PR12-1

Date: 3/11/14

Approved as to legal form:

James L. Bebley
James L. Bebley, General Counsel

AGREED TO AND APPROVED

By: Brad L. Lozier

Signature: Brad L. Lozier

Title: Senior Vice President

Date: 3/11/14

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Scope of Comprehensive Services Solutions
- Exhibit C: Schedule of Compensation
- Exhibit D: Service Level Agreements

- Schedule 1: APPA Cleaning Standards - Level 2
- Schedule 2: Services and Frequencies
- Schedule 3: Board Facilities

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EXHIBIT A

(SODEXOMAGIC, LLC)

**FACILITIES MANAGEMENT SERVICES PROGRAM
SCOPE OF SERVICES**

Name of Project: Facilities Management Services Program

Board's Project Manager: Leslie Norgren **Phone:** 773-553-3298 **E-Mail:** lnorgren@cps.edu

Vendor's Project Manager: Paul Tebo **Phone:** 515-422-1124 **E-Mail:** Paul.Tebo@Sodexo.com

Period of Performance: March 1, 2014 through and including February 28, 2017

THIS SCOPE OF SERVICES (this "**Scope of Services**") shall be conducted pursuant to the terms and conditions of that certain Facilities Management Services Agreement dated as of March 1, 2014 (the "**Agreement**") by and between SodexoMAGIC, LLC, a Delaware limited liability company ("**Vendor**") and 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 together with the Vendor, individually, a "**Party**" and collectively, the "**Parties**"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Agreement. In the event of a conflict between the terms of this Scope of Services and the Agreement, the terms of the Agreement shall supersede and prevail.

I. BACKGROUND

CPS is the third largest school district in the United States and currently operates approximately 683 schools serving approximately 403,000 students. In FY 2013, CPS is estimated to spend more than \$200 million on all facility management services, which comprises utilities, custodial services, janitorial supplies, building maintenance, engineering services and other trade services. CPS desires to provide a safe and comfortable environment for the students, faculty and staff while minimizing the costs associated with the delivery of these services.

II. FACILITIES MANAGEMENT

A. Facilities Management

The Vendor shall, with respect to each Board Facility, perform the following obligations (collectively, the "**Custodial Services**");

1. manage, supervise, train, monitor and oversee third-party janitorial subcontractors (the "**Custodians**"; and together with the Vendor's agents, subcontractors, employees and other personnel, collectively, the "**Vendor Personnel**"), in each case performing Services under the Agreement;
2. Purchase and maintain the Cleaning Supplies and the Cleaning Equipment;
3. clean and maintain the areas in each Board Facility (each, a "**Custodial Area**") designated under the column heading "Area" in Schedule 3 to the Agreement;
4. observe and report mechanical deficiencies, leaks, and broken fixtures in each Custodial Area;
5. periodically inspect each Custodial Area and exterior grounds at such Board Facility;

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6. set up the cafeteria and/or areas designated for breakfast and lunch;
7. remove trash, dispose of liquid waste, clean spills, replace garbage liners and clean surfaces (including, without limitation, floors, table tops, chairs, benches and walls);
8. maintain any storage and/or locker space provided by the Board;
9. clean mold and mildew in bathroom, locker room and shower areas, but excluding, the investigation, remediation and abatement of mold, mildew, fungi pollutants, contaminants, asbestos, lead, fuel storage tanks or contents, poor air quality, or hazardous, toxic, or regulated waste substances, in each case at the Board Facilities or their surrounding premises; *provided further* that Vendor shall not be liable for any conditions that existed in, on, or upon any Board Facility or the Board's cleaning equipment or systems on or prior to the Effective Date, including, without limitation, environmental impairments and other conditions; and
10. perform the obligations set forth in Section II.B. below.

B. Service Level Obligations

1. Service Level Agreements. The Vendor shall perform the obligations set forth on Exhibit C (including, without limitation, the obligation to pay the amounts listed under the column heading "Potential Liquidated Damages Amount"), in each case within the applicable time periods therein and threshold level specified therefor.
2. Baseline APPA Evaluation. No later than August 15, 2014, the Vendor shall, at the Board's sole cost and expense, furnish to the Board an inspection report prepared by an independent, qualified inspector of nationally recognized standing (selected by the Vendor and Board) which such report shall establish (by use of the APPA standards of cleanliness and inspection methods satisfactory to the Board) the baseline APPA level of cleanliness applicable to each Board Facility. The Vendor shall be responsible for any and all costs incurred in connection with the inspection of the Board Facilities and delivery of the inspection report contemplated hereby.
3. Post-Implementation Inspection. At any time after January 1, 2015, the Board shall, once in each three (3) month period during the Term, inspect a random sampling of up to twenty-five percent (25%) of the Board Facilities (in the Board's sole discretion) to assess the Vendor's compliance with the terms of the Agreement. If, following the completion of the inspection of a Board Facility, the Board makes a good faith determination that such Board Facility fails to meet the APPA 2 Cleaning Standard or such other APPA Cleaning Standard mutually agreed to in writing by the Parties, the Board shall promptly provide the Vendor with written notice ("**Notice of Determination**") of such determination. If the Vendor does not agree with the Board's determination as specified in such notice, the Vendor shall promptly, but in no event later than five (5) days after receipt of the Board's notice, provide the Board with written notice of the Vendor's response. The Vendor and the Board agree to reasonably cooperate in good faith to resolve any dispute arising from the Board's determination of non-compliance by a Board Facility with the applicable APPA Cleaning Standards. If the Vendor and the Board fail to resolve the dispute with respect to a Board Facility within thirty (30) days after the Vendor's receipt of the Notice of Determination, (i) the Vendor shall, with respect to the Custodial Areas in each Board Facility, perform the tasks set forth on Schedule 2 hereto at the times specified therefor each week in such schedule ("**Cleaning Frequency**");

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Standards”), (ii) the Cleaning Frequency Standards shall be used by the Board for all purposes in connection with determining Vendor compliance with the terms of the Agreement and (iii) the failure by Vendor to comply with the Cleaning Frequency Standards with respect to all Board Facilities at any time during the Term shall constitute an “Event of Default” under and as defined in the Agreement.

C. Number of Personnel

The Vendor shall at all times cause to be maintained no less than one (1) Custodian at each Board Facility when school is in session.

D. Training

The Vendor shall cause its subcontractor to provide and maintain a training program (“**Training**”) for all Custodians which shall, at a minimum, include the following topics: (i) General Daily Cleaning Techniques; (ii) Equipment Training; (iii) Chemical Handling (Green Cleaning); (iv) Project/Progressive Cleaning Techniques; (v) Elements of an Emergency Action Plan; (vi) Elements of Bloodborne Pathogens and Exposure Control Plan; (vii) Hazard Communication Program (includes Material Safety Data Sheets, Labels and other forms of warning); (viii) the APPA 2 Cleaning Standards; (ix) proper use of janitorial supplies and chemicals; (x) industry accepted cleaning procedures for schools and school facilities; and (xi) Occupational Safety and Health Administration (OSHA) requirements.

The Vendor shall be responsible for the costs associated with training materials and trainer.

Vendor shall plan for and ensure that all Vendor Personnel performing Services comply with the basic provisions of OSHA Safety and Health Standards and General Construction Standards as applicable to the specific tasks constituting the Custodial Services. Each Vendor Personnel shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the Board Facility to which such Custodian is assigned. The Vendor shall be liable for the implementation and enforcement of health and safety requirements. Vendor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Vendor shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

1. Each Vendor Personnel;
2. All Cleaning Supplies and Cleaning Equipment to be provided, incorporated in, or utilized in connection with the Agreement duties, whether on or off the site of a Board Facility; and
3. Other property located at the Board Facility where the Services are performed.

E. Cleaning Standards.

The Vendor shall provide Facilities Management that are consistent with the APPA 2 Cleaning Standards or such other APPA Cleaning Standards mutually agreed to in writing by the Parties and for meeting the Board's standards for clean and safe working/learning environments.

The Vendor shall notify all relevant parties including the Board's Coordinator of Facility Maintenance or his/her successor, when a condition exists that could hinder the Vendor's ability to perform the Facilities Management at acceptable levels in a Board Facility. Examples of obstacles include but are not limited to staffing issues, insufficient Cleaning Supplies, Cleaning Equipment, and dangerous or hazardous building conditions.

F. Absenteeism.

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The Vendor shall provide a plan to deal with Vendor Personnel absenteeism and how this would be managed to ensure each Board Facility is adequately staffed and cleaned.

G. Right to Direct.

The Vendor shall have the authority, to the maximum extent possible, to direct Vendor and its agents and subcontractors when performing the Services at the Board Facilities.

H. Wages and Benefits.

The Vendor acknowledges and agrees that all Vendor Personnel shall be paid in accordance with the terms and conditions of the applicable collective bargaining agreement, but all such wages must be in accordance with BOMA Chicago rates.

The Vendor shall provide a health and welfare benefits package to the Vendor Personnel that shall, at a minimum, include the elements set forth in the BOMA Chicago's Health and Welfare Standards (Articles XIII-XV) for full-time employees and Vendor shall otherwise comply in all material respects with the terms of any applicable collective bargaining agreement.

I. Cleaning Supplies and Cleaning Equipment; Storage Space.

The Vendor shall furnish any and all Cleaning Supplies (defined below) and Cleaning Equipment (defined below). The Vendor may, in its sole discretion, purchase all or a portion of the Cleaning Equipment from the Board. The Board shall make storage and janitorial areas available to the Vendor at the Board Facilities to store Cleaning Supplies and Cleaning Equipment. Title to any Cleaning Supplies purchased by Vendor prior to the expiration or early termination of this Agreement shall, without further act, vest in the Board. Vendor, at the Board's request, shall execute and deliver any bills of sale, assignments or other documents of conveyance to reasonably necessary to evidence the vesting of title in and to such Cleaning Supplies to the Board.

As used herein, "**Cleaning Supplies**" means any and all janitorial supplies and materials of the type that are necessary for the performance of the Services, including, without limitation, floor finishes, cleaners, detergents, sanitizers, hand soaps, wipes, paper towels, toilet paper, plastic liners for containers, plastic bags for trash removal.

As used herein, "**Cleaning Equipment**" means any and all cleaning equipment of the type that is necessary for the performance of the Services.

Vendor shall require that all Vendor Personnel change their clothes in the areas designated for such purpose at each Board Facility. If Vendor Personnel eat meals at a Board Facility, Vendor shall ensure that such Vendor Personnel do so only in areas approved by the principal. Vendor acknowledges and agrees that smoking is prohibited in all Board Facilities, including school buildings and school grounds.

J. Losses.

Vendor shall prohibit Custodians from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment unless authorized to do so by the principal at the applicable Board Facility. Vendor shall, at its own expense, repair, replace or otherwise compensate the Board for all losses, unauthorized use, theft or damage related to Facilities Management provided by Custodians under this Agreement.

K. Unacceptable Work.

Vendor shall, at its sole cost and expense, timely re-execute any Facilities Management found to be unacceptable by the Board.

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L. Compliance.

Vendor shall be appropriately licensed, insured, bonded and shall meet all other requirements specified in the Agreement. Vendor shall, and shall cause Custodians to, conform and adhere to the established building policies and the policies established by a school, if any. Vendor shall comply with all OSHA requirements and shall provide documentation of such compliance upon request from the Board. Vendor shall develop and maintain a program for all Custodians servicing the Agreement to assure compliance with EPA and OSHA guidelines.

M. Cooperation.

Vendor shall work cooperatively in a spirit of good faith with the Board, its agents and the principals and employees of all Board Facilities. Vendor shall meet with the Board whenever necessary, in the Board's discretion, to promptly resolve any concerns that arise relative to the performance of Facilities Management under this Agreement.

N. Record Keeping and Reporting.

Vendor shall maintain and develop a database of disputes and complaints that include the date and time of the report, response and resolution to the dispute, names of the involved parties and any other action that was required by the dispute. The database shall be supplemented and supported by written documentation. Vendor shall maintain adequate documentation relative to worksheets and time logs and submit such information to the Board in a monthly report. Such documentation shall, at a minimum, include the following information: name of Custodian, address, documented results of the criminal background screenings and training, current school assignments, number of Custodians assigned to a Board Facility, Custodian's status of employment with Vendor, if applicable (including term of employment, tenure with the Board, and documentation of endorsement certificate) and the number of hours worked. Vendor shall develop a reporting schedule and mechanism to inform and update the Department of Facilities regarding Vendor compliance with the terms and conditions of the Agreement.

O. General Safety Guidelines.

Vendor shall be solely responsible for safety on the Board Facility. Vendor shall adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Vendor's Safety Manual and/or a Board Facility specific safety plan.

Vendor, both directly and indirectly through its agents and subcontractors, shall continuously protect the Board's property from damage, injury or loss arising in connection with operations under the Agreement. Vendor shall make good any such damage, injury or loss. Vendor is responsible for Board Facility security.

Vendor, both directly and indirectly through its agents and subcontractors, shall take all necessary precautions to ensure the safety of the public and workers on a Board Facility, and to prevent accidents or injury to any persons on, about, or adjacent to the Board Facility where the Facilities Management are being performed.

Vendor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Vendor, and its agents and subcontractors, shall cooperate with any other contractor that may be performing work on a Board Facility, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.

Vendor shall erect and properly maintain, at all times, as required by laws and regulations and the conditions and progress of the Custodial Services, proper safeguards for the protection of workers, staff,

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students, and the public. If such proper safeguards are not taken by the Vendor, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under the Agreement or at law or equity) to take such action as necessary to so protect workers, students, staff, and the public and to back charge the Vendor for the cost thereof. Appropriate precautions must be taken when Facilities Management are performed when school is in session and/or students are on a Board Facility and extra hazardous work shall not be performed when school is in session and/or students are on a Board Facility.

In an emergency affecting the safety of life, or adjoining property, Vendor, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.

Vendor shall protect private and public property adjacent to the Board Facility, including all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Board Facility. If the items are damaged by Vendor or its subcontractors, Vendor shall make all necessary repairs to or replacements of them at no cost to the Board.

If, in the opinion of the Board, the Facilities Management endanger adjoining property or persons, upon written notice from the Board to the Vendor, the Facilities Management shall be stopped and the method of operation changed in a manner acceptable to the Board. Vendor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.

Adequate precautions shall be taken against fire throughout all Vendor's and subcontractors' operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Vendor shall not permit fires to be built or open salamanders to be used in any part of the Custodial Services.

Vendor shall maintain a written policy regarding drug and/or alcohol testing of Custodians and shall implement such policy at any time that Vendor forms a reasonable suspicion that such testing may have a positive result. The said policy shall also require the testing of all Custodians directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors maintain and implement similar testing policies, Vendor shall require a similar written policy in each subcontract. If the results of any such test are positive, Vendor shall, as soon as possible, contact CPS Risk Management personnel at 773-553-2828 concerning the results. The Board reserves the right to require the removal from a Board Facility, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

III. ENGINEERING

The Vendor shall be responsible for the operation of all heating, ventilating, air conditioning, plumbing, electrical, refrigeration, swimming pools and all other related operations within each Board Facility. The Vendor shall maintain these and other mechanical equipment, to ensure compliance with all City, State and Federal laws and regulations. The Vendor shall plan, coordinate and supervise the entire operations and maintenance of each Board Facility in accordance with good, professional practice and the facility plan for each school approved by Asset Management Department. The Vendor shall be responsible for the operation and maintenance of all building mechanical equipment and, as directed, monitor the Vendor's subcontractor work crews and review their performance and compliance with terms of the Agreement and this Scope of Services.

The Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the Services described in and contemplated by this Section III..

The Vendor shall perform the following duties and responsibilities with respect to each Board Facility:

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1. Vendor shall perform predictive and preventative maintenance, inspection, repair and operation of building systems and equipment relating to plumbing, fire protection, swimming pools, mechanical, elevators, electrical, HVAC and boilers to, in each case, ensure that such building systems and equipment comply with all applicable City, State and Federal law and regulations.
2. Vendor shall perform general tasks at the request of an authorized representative at each Board Facility, including without limitation, mounting bulletin boards, signage and making minor repairs in offices and classrooms.
3. Vendor shall supervise capital construction projects and custodial workers, watchmen, and site managers for trade personnel and contract services.
4. Vendor shall administer EPA surveys.
5. Vendor shall operate, repair and maintain appropriate inventory of hand tools and testing equipment and computer-based digital management systems, including, without limitation, multi-zoned units, VAV units, chillers from 75 to 400 tons, high temperature hydronic systems, electrically heated/air conditioned school buildings, rooftop units and unit ventilators.
6. Vendor shall have and maintain working knowledge of appropriate certifications for safety and regulatory compliance for facility programs and to ensure compliance.
7. Vendor shall management and oversee inspections of such Board Facility by City, Fire Department, and Health Department.
8. Vendor shall cause each such Board Facility to comply with all applicable city building, fire prevention and safety codes and ensure that such Board Facility is safe for occupancy.

IV. PEST CONTROL

The Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the following Services:

1. Vendor shall conduct an initial facility survey which will include all areas of the building(s), perimeter areas near the building(s) where pests may burrow and harbor, storage areas, and areas around dumpsters, waste piles and/or grease containers;
2. Vendor shall develop a Comprehensive Integrated Pest Management Plan;
3. Vendor shall perform routine inspections for signs of pests, suppress designated pests;
4. Vendor shall develop recommendations for structural and procedural modifications necessary to achieve pest prevention;
5. Vendor shall perform all components of the IPM Plan in all areas of the building(s), and in exterior perimeter areas of all buildings including those areas near and around waste containers and dumpsters;
6. Vendor shall develop and maintain records pertaining to pest management at each facility in accordance with the IPM plan. Provide electronic updates to the Environmental Services Manager as requested; and
7. Vendor shall respond to pest emergencies.

The following Services are to be provided by Vendor:

1. **Initial Facility Survey and Inspection**

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The Vendor shall conduct an initial facility survey and inspection of each Board Facility within [ten (10) days] after the Effective Date. This survey and inspection shall include all areas of the Building Facilities, perimeter areas near the Board Facilities where pests may burrow and harbor, storage areas, and areas around dumpsters, waste piles and/or grease containers. The purpose of the initial inspection is for the Vendor to evaluate the pest control needs of the facility, the effectiveness of previous control efforts, and to identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation. The Vendor shall pay close attention to problems related to pest exclusion and facility sanitation. Access to all Board Facilities shall be coordinated with the School Principal or the Principal's designated representative. The school principal, the school principal's designated representative, or property manager will inform the Vendor of any restrictions or areas requiring special scheduling.

2. Development of a Comprehensive IPM Plan

After conducting the initial inspection, the Vendor shall develop a written Comprehensive IPM Plan which shall include all buildings at each Board Facility and surrounding outside areas (including dumpsters and the area between the kitchen door and the dumpsters). This plan shall be in accordance with Chicago Public School's IPM Policy (01-1128-PO2). Within five (5) days after the initial inspection, the Vendor shall submit to the [Director of Facilities], the Comprehensive IPM Plan for each building or site. Within five (5) working days of receiving the IPM Plan, the Director of Facilities shall decide if the Plan is acceptable. If aspects of the IPM Plan are incomplete or disapproved, the Vendor shall have two (2) working days to submit revisions. Upon written approval of the IPM Plan by the Chief Facilities Officer, Vendor shall provide a copy of the approved plan to the Environmental Services Manager in an electronic format and begin providing the required Services within five (5) days of such approval. The IPM Plan shall consist of seven parts as follows:

- a. Identification of infested zones on a diagram of the building floor plan (when a building diagram is not available, the location shall be specifically denoted and listed), and a specific plan for solving the problem that caused and/or allows each of the infestations to persist.
 1. Identification of the pest targeted.
 2. Identification of the level of pest infestation.
 3. Evidence of pest activity.
 4. Risk of pest infestation, e.g., health risks, structural risks, nuisance.
 5. Identification of pest encouraging circumstances.
 6. Monitoring methods to evaluate the presence of pest activity.
 7. Proper identification of treatment method with an emphasis on the least hazardous method:
 - a) Non-chemical treatments – vacuum devices, mechanical traps, structural modification and sanitation measures;
 - b) Baits;
 - c) Crack and crevice treatments; and
 - d) EPA hazard category III or IV pesticides.
- b. Description of any Structural or Operational change that would facilitate the pest control effort shall include:
 1. A prioritized list describing site-specific solutions for observed sources of pest food, water and harborage. Structural modifications for pest suppression shall not be the responsibility of the Vendor with the exception of minor caulking which shall be the responsibility of the Vendor.
 2. Exclusion methods for keeping pests out of structures including, but not limited to installing door sweeps, installing hardware cloth to appropriate openings, and sealing of exterior windows with caulk.

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3. Sanitation improvements including but not limited to placing plastic liners in garbage cans, garbage removal daily, keeping dumpster lids closed, proper cleaning of food handling/preparation areas, and eliminating water sources.
- c. **Proposed Methods for Monitoring and Surveillance:** The Vendor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels. In addition, the Vendor shall work with the [Director of Facilities] to establish population levels that constitute unacceptable levels that include planned frequency of Vendor visits and approximate duration of each visit. Monitoring and Surveillance methods shall include:
 1. Using devices known as "sticky traps" or "trap monitors" in pest prone areas as determined during the initial facility survey with inspection or traps occurring not less than monthly.
 2. Identifying the number, type and location of monitors reported on the inspection form.
 3. Changes to the surveillance methods shall be communicated to the School Principal or the Principal's representative.
- d. **Proposed Methods and Equipment for Service:** The Vendor shall provide a summary of proposed control methods (caulking, reduced access to food and harborage sites) and equipment (example: crevice vacuum cleaner, pressurized air for flushing insects, etc.). Methods and equipment should be selected based on IPM decision-making steps to ensure the most appropriate methods are selected, including:
 1. Risk of pest exposure: insect stinging or biting, allergens generated or dispersed, vectors for human pathogens;
 2. Risk of pesticide exposure: toxicity of pesticide to students and staff; and
 3. Project assessment requiring prevention, treating only documented pest problems, treating pest problems through precision targeting with the most appropriate and least toxic method or material.

The Vendor shall also provide current labels, and MSDS of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service and rationale for their use.

- e. Proposed methods of evaluation of the effectiveness of actions and amendments to the Pest Control Plan as needed to assure pest control needs are met.
- f. **Commercial Applicator or Technician Licenses:**

The Vendor shall provide a current list of names along with photocopies or electronic copies of the commercial applicator or technician's certifications for every employee who will be performing on-site Services under the Contract. In addition, the Vendor shall provide a copy of the Vendor's Structural Pest Control Business License issued by the Illinois Department of Public Health. The Vendor shall immediately notify the Board's Department of Procurement and Contracts, Vendor Management if the Vendor becomes unlicensed.

3. On-Call Service

The Vendor shall provide on-call service to complaint calls. On-call Services shall be classified as regular and emergency visits. Emergency visits shall be requested for health-threatening situations or problems that render all or part of a building unusable (i.e., presence of venomous insects, massive cricket, rodent, and insect infestations, etc.). Emergency calls shall be

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responded to within 24 hours. Regular and emergency on-call service will be considered part of the Services stated herein and will be provided at no extra charge.

4. Times of Service

The Vendor shall perform the Initial Facility Survey and Inspection with the [Director of Facilities] in attendance during regular business hours. Monitoring and other non-broadcast pesticide application shall be performed during regular school hours only after approval of the Principal or the Principal's designated representative. A school representative shall be in attendance unless otherwise arranged with school personnel.

5. Orientation of Personnel

The Board shall assist Vendor's in the initial orientation of the Vendor's personnel being assigned to perform Services under the Agreement. After such orientation, the Vendor shall become responsible for fully briefing any new personnel assigned to furnish Services as to location of buildings, Board procedures, and any other performance requirements under the Agreement.

6. Safety and Health

In accordance with terms and conditions of the Agreement, the Vendor shall observe all safety precautions throughout the performance of the Agreement and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of the Services.

7. Licensing

Throughout the term of the Agreement, Vendor in performance of Services hereunder shall maintain a current Structural Pest Control business license issued by the Illinois Department of Public Health. In addition, all of Vendor's personnel providing on-site control Services must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or state licensed/certified technicians. Unlicensed (uncertified) applicators will not be permitted to provide Services to the Board. Vendor shall submit the name of Vendor's Certified Entomologist and provide evidence of such certification (the Certified Entomologist may be on Vendor's staff or may be a consultant on retainer with the Vendor).

8. Structural Modifications and Recommendations

The Vendor shall be responsible for advising the [Director of Facilities] about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Board shall not hold the Vendor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Vendor to eliminate pest harborage or access, such as spot caulking points of entry is encouraged upon approval of caulking and sealing material by the School Principal.

9. Use of Pesticides

Chemical controls shall be used only after a determination has been made that all other methods or pest control – exclusion, sanitation, operational and structural modification - are not effective or when regulatory or health agencies have determined that chemical alternatives must be used. The Vendor shall obtain written approval from the Board's Environmental Services Manager prior to the use of broadcast (sprays and powders) pesticides. The Vendor shall be responsible for applications of pesticides according to the label. All pesticides used by the Vendor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Illinois. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

V. VARIOUS TRADES

The Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the Services described in this Section V below for the purposes of maintenance and repair at each Board Facility; *provided however*, that any expenditure relating to labor, materials and/or equipment that exceeds \$1,500, individually or in the aggregate ("**Capital Expenditure**"), shall require the review and approval of the Board's Chief Facilities Officer; *provided further*, that the Vendor's obligation for costs associated with labor, materials and/or equipment for Services described in this Section V solely and exclusively with respect to maintenance and repair of Board Facilities shall not, in any twelve (12) month period during the Term, exceed \$1,800,000 (or such other amount as may be mutually agreed to in writing by the Parties). Capital Expenditures shall not be included in the \$1,800,000 annual amount (or such other annual amount as may be mutually agreed to in writing by the Parties) identified for maintenance and repairs, unless mutually agreed upon by the parties.

Any expenditure that exceeds the \$1,800,000 annual amount (or such other annual amount as may be mutually agreed to in writing by the Parties) and approved by Vendor and Board shall be invoiced to and paid by the Board. Vendor's financial obligation under this provision shall be mutually agreed upon by the parties on an annual basis.

1. **Boilermaker:** Qualified repair boilermaker that can troubleshoot, diagnose and repair boiler related issues.
2. **Brick Masonry and Cement:** Qualified mason that can lie, install, and repair bricks and stone on exterior and interior of building, sidewalks, curbs, steps, landings and foundations.
3. **Carpentry:** Qualified Carpenter that can repair, replace, and install: wooden roof decks, drywall, floors, walls, wood surfaces, locks, ceiling tile, and furniture.
4. **Electrical:** Qualified electrician that can repair, replace or install distribution panels, transformers, electrical lines, light fixtures and ballasts, and electrical boilers.
5. **Communications Technician:** Qualified communications technician that can install, repair, maintain, and replace telephones and other communications systems.
6. **Elevator Construction:** Qualified elevator technician that can assemble, install, maintain, and repair electric and hydraulic elevators, escalators, and dumbwaiters.
7. **Fence Installation:** Qualified fence installer that can install, repair, and maintain wood, steel, powder coated wrought iron and chain link fences and gates.
8. **Floor Covering Technicians:** Qualified technicians that can replace, repair, and install carpet and resilient flooring. Technician should also be able to sand, repair, and finish wood flooring.
9. **Glazing:** Technician who can repair and replace broken glass and caulk windows.
10. **HVAC technician:** Technician that can repair, maintain, replace, and install HVAC equipment. Technician should also be able to provide emergency service and preventative maintenance to all HVAC equipment.
11. **Iron Technician:** Qualified Iron Technician that can erect, install and repair, steel frameworks and other metal parts in buildings, bridges, and other structures.
12. **Painting:** Qualified Painter that can paint and refinish/varnish walls, ceilings, moldings, counter tops, wood trim, fences, and furniture.

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13. Pipefitting: Qualified Pipefitter that can repair, install, maintain pipe systems used for gas, water, steam, air, and waste disposal.
14. Plastering: Qualified Plasterer that can prepare and apply smooth or texture finishes to walls and other building surfaces. Plaster should also be able to construct laths which may be metal, wire, mesh or plasterboard backing.
15. Plumbing: Qualified Plumber that can install, replace, repair, and maintain pipe systems used for water, sewer, and waste disposal
16. Roofing: Qualified Roofer that can use a wide range of products and application techniques for applying hot asphalt, coal, tar pitch, rubber, thermo plastic systems, torch applied modified bitumen and cold applied systems. Additionally, install insulation, gravel and work with slate, cement and clay tile and shingles.
17. Sheet Metal Work: Sheet metal worker must be able to repair, replace and install HVAC duct work.
18. Sprinkler Fitting: Qualified Sprinkler Fitter that can install, repair, and maintain pipe systems used for fire system sprinklers, dry and wet type.

V. LANDSCAPING

The Program has been implemented to maintain the health and attractiveness of landscaping and lawns at Board Facilities. The dense urban school locations and the necessity of maximum use of the entire property places the landscaping and lawns under unusual stress that puts a premium on good day-to-day maintenance practices.

The Board is committed to preserving and protecting the environment through its landscape practices. Vendor shall practice sustainable landscape maintenance, including but not limited to: mulching grass clippings, composting all non-diseased landscape waste, using low emission equipment, vehicles, and fuel; using recycled or biodegradable materials, applying fertilizers and herbicides certified as organic or natural, and maintaining Board Facilities so as to promote soil conservation and water retention. All practices shall comply with the Board's Integrated Pest Management Policy as well as the Illinois Structural Pest Control Act, and the Lawn Care Products Application and Notice Act.

Vendor shall not mow areas consisting of native planting, rain gardens, or other vegetative buffer zones unless specifically directed by the Engineer.

Vendor is encouraged to use mulching mowers to reduce waste and provide nutrients to the turf. Vendor shall break down unsightly grass clumps and aid in the decomposition process. Grass clumps shall be spread evenly across the lawn to serve as natural and effective fertilizer; all grass clippings shall be left on the lawn to enhance soil nutrition.

a. LANDSCAPE MAINTENANCE REQUIREMENTS

Vendor shall provide the following Services to the each Board Facility and the adjacent parkway(s).

a. PROCEDURES AND REGULATIONS

1. Fertilization by Vendor

- a. Fertilizers shall be "natural" or "organic," "slow-release," and free of weeds, pathogens, and materials that are insufficiently decomposed. Such fertilizers shall not contain chemicals that could leach into groundwater and present health risks to students and faculty.
- b. Fertilizers shall contain at least 50% water-insoluble nitrogen (WIN). This will ensure slow release of nitrogen, potassium, phosphorus, and other factors into the soil.
- c. Fertilizer shall be granular, pelletized, or in appropriate solid form, and should be dug or

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watered into the soil to prevent runoff. Applying fertilizer before a heavy watering or rainstorm should be avoided as loose fertilizer could run off into storm drains or groundwater.

- d. Vendor shall leave mulched grass clippings on the Site, as an effective and free fertilizer, as described above.
- e. Soils test shall be used to determine which fertilizer to apply; that is, to determine the most appropriate N-P-K (Nitrogen-Phosphorus-Potassium) ratio for the soil.
- f. Vendor shall not over-fertilize, as it may lead to run off and poor plant quality.
- g. Composts may be used on areas of stressed turf or when preparing soil for grass seeding or sod. Compost should be derived primarily from plant materials with minimal amounts of animal manure due to the potential for high phosphorous content. Weed and feed products donating any type of synthetic pesticide are prohibited under this Contract.

2. Native Planting

Intentional native plantings shall be retained, Landscape maintenance staff shall be trained by Vendor to identify native plantings and differentiate them from weeds. If there is doubt about whether plantings are intentional or weeds, landscape maintenance staff shall consult with the Engineer. Typically, intentional plantings are grouped in odd numbers (e.g. 3, 5, or 7 of each plant) and should not be removed.

3. Weed Control

- a. Manual Weeding - In planting beds, courtyards, and other non-turf areas, weeds are to be removed by Vendor using manual or mechanical means. Removing young weeds from the root is the most effective post-emergent weed control method.
- b. Vendor shall eliminate weeds from all patios, walkways, and concrete structures that traverse the landscape. Other methods should be considered for weeds that cannot be effectively removed by hand or hand-powered tool. Scalding water poured on young weeds will damage them beyond repair and may not be used. Flame weeders that run on propane or electronic devices designed to remove weed roots may be used as long as children or readily inflammable materials are not present. Natural herbicides may also be used where appropriate.
- c. If the entire weed is removed from the soil in natural turf areas, Vendor shall apply grass seed to the hole and cover with soil and shake off the soil attached to the root and stem in order to minimize soil and nutrient loss.
- d. The existence of a few weeds signifies a healthy lawn. Among common weed species, violet is less noxious and Vendor should permit violet to grow as it is drought-tolerant, disease-resistant, and blends in well with grass.

All application of chemicals shall be done by Vendor in accordance with the Board's Integrated Pest Management Policy, the Illinois Structural Pest Control Act, and the Illinois Lawn care Products Application Notice and Act. Applications shall be limited to times when students are not present and shall be completed by Vendor at least 48 hours before students are scheduled to return.

Vendor may use synthetic chemical herbicides only as a last resort, when other pest prevention and natural/organic control measures have failed to reduce pests or weeds. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents. When a pesticide shall be used, the smallest amount of the least-toxic product that will meet pest management goals will be used. Vendor is encouraged to use natural or organic products that contain such ingredients as citrus oil, acetic acid, and biodegradable detergents in lieu of

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glyphosate-based products such as Roundup. Chemical weed and feed formulas, which are not acceptable.

Vendor shall submit product information and a Material Safety Data Sheet (MSDS) prior to the use of any herbicide. Pursuant to the Illinois Lawn care Products Application and Notice Act, school officials, parents, and any immediate neighbors shall be notified of the Vendor's intention to apply chemicals to the property at least four days prior to application. Vendor shall dispose of unused pesticides at a hazardous waste collection site.

4. Disease and Insect Control

- a. Any plants with even moderate signs of disease should be removed by Vendor as soon as possible. These plants should not be composted and shall be disposed of properly.
- b. A variety of organic products are available for fungal and disease control and prevention.

Baking soda fungicides such as those produced by Green Cure are effective against powdery mildew and may be used by Vendor.

- c. Arthropods should be removed or killed by Vendor only if they present a clear threat to human safety or do significant harm to landscaping features. Many ground-dwelling "bugs" such as earthworms and slugs are critical for the decomposition of organic material into forms that plants can utilize. Combination insecticide-fungicides are often more hazardous than separate products and are prohibited from use.
- d. Disease-resistant plants and those well-adapted to the local climate stand the best chance against insects and fungi. Vendor should consult a horticultural expert to ascertain which plants have the best chance of thriving on that landscape and shall use such plants.

5. Tree Trimming

- a. Crown raising is removing branches from the bottom of the crown of a tree to provide clearance for pedestrians, vehicles, buildings or lines of sight. For street trees the minimum clearance is 6 feet. Vendor shall perform those tasks at the request of the principal, Engineer or Manager of the Site.

SPRING MAINTENANCE (TO BE PERFORMED BETWEEN APRIL 1ST AND MAY 15TH OF EACH YEAR DURING THE TERM)

1. Board Facility Examinations

- a. The Vendor's supervisor shall inspect each Board Facility, within the awarded Collaborative examining all areas and each different type of planting to observe any changes in vigor, growth, or physical damages that may have occurred since last inspection. The supervisor shall keep notes with dates for reference in establishing corrective practices, and evaluating results obtained. Biochemical properties of landscaping features shall be noted so as to best understand how nutrients, fertilizers, soil amendments, and herbicides should be applied.
- b. Where issues of technical or scientific nature arise, Vendor shall obtain the services of a competent horticulturist available to answer questions or address such issues.
- c. The Vendor should conduct a soil test when and where appropriate in order to determine the biochemical qualities of each Site. Soil tests are critical for determining the extent to which nutrients and soil amendments (e.g. sulfur, humic acid, gypsum, lime, etc.) shall be replaced by fertilizers. A soil test should be performed on each Site every three to five years.

2. Weeding and Fertilization

- a. Fertilizer shall be applied to each Site as needed, based on the soil test or expert

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recommendation, after classes cease for Spring Break (see Procedures and Regulations). Weeding should also take place according to the Procedures and Regulations, above.

3. Tree Health, Cultivation, and Planting Bed Maintenance

- a. Mulch is required around all trees and planting beds to maintain soil quality and prevent weeds from sprouting. For trees, use shredded hardwood mulch. Mulch shall be placed by Vendor around the base of the tree in a donut-shape, having a diameter of at least five feet. Mulch shall not be placed against the bark of the tree; this increases the likelihood of bark rot and insect infestation. No mulch shall be placed within two to three inches surrounding the base of the tree.

Trees shall be mulched to a minimum depth of 5 inches and a maximum depth of 8 inches by Vendor. Planted beds shall be mulched to a minimum depth of 3 inches and a maximum depth of 6 inches. A minimum of 2 inches of fresh mulch shall be added each spring. Vendor shall not use landscape fabric in garden beds in conjunction with organic hardwood mulch. Weeds can sprout from the mulch layer and root in the fabric layer below. Vendor shall clean all open planting areas of all weed materials and cultivated with hoes, tined cultivators, or mechanical cultivators to loosen the soil to a depth of 2 to 4 inches. Vendor shall use care when closing areas of plant root development so as not to disturb or destroy feeding roots.

- b. Vendor shall also cultivate ground cover perennial beds, but shall take extreme care not to destroy new ground cover plants developing to fill in the bed.
- c. Vendor shall inspect all mulched areas and where excessively matted mulch exists or where the addition of mulch will cause the mulch depth to exceed the maximum depth described herein, and shall remove such mulch. Mulch to remain shall be loosened by Vendor to provide for proper water infiltration. All Sites within each Collaborative assigned to the Vendor shall be mulched before issuance of Vendor's Spring Maintenance invoices.

4. Pruning

- a. Evergreens and evergreen hedges

Vendor shall not prune Evergreens severely enough to cause an open or woody appearance. Hedges shall be shaped to be broader at the base to prevent shading of lower foliage. Spring pruning is intended to improve the appearance by removal of tip discoloration or die-back from the winter conditions and to encourage the development of new breaks in branching, maintaining the plant in a vigorous full appearance.

- b. Spring Flowering Shrubs and Shrub Hedges

Vendor shall prune shrubs that flower in springtime immediately after blooms have died; remove old and/or weak branches; and remove entire canes, one-third of the largest each year, to reduce height growth and maintain shrub shape and health.

Vendor shall limit spring pruning of other deciduous shrubs and woody vines to the removal of dead and weak branches.

Vendor shall always prune shrub hedges so that the base is wider than the top to prevent shading of lower foliage. Pruning cuts on shrub hedges should always be made slightly above previous cuts to maintain a full foliage and attractive appearance.

5. Weed Control

Vendor shall sprinkle organic pre-emergent weed control such as corn gluten over the lawn early in the season. Persistent use of corn gluten on a turf lawn prevents broad-leaf weeds from establishing properly. Depending on the condition of the lawn, Vendor shall apply unprocessed, granulated, or pelletized meal. The applied areas shall be dampened by Vendor in order for the meal to take effect. Corn gluten meal has no effect

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on already established weeds, Since corn gluten is an inhibitor, Vendor shall wait one month after application before laying grass seed,

6. Maintenance of Campus Park Turf

- a. Top Dressing - Vendor will top dress all turf areas where there is dead grass or obvious separation and/or curling of previously installed sod. Readily spreadable topsoil should be carefully spread and dragged to fill in openings and level out depressions,
- b. Seeding - Vendor shall reseed all areas, which have been top dressed to establish a continuous, dense, and healthy turf. Hardier varieties of grass such as fescue and rye do relatively well in the local climate. Vendor shall choose a grass seed blend or sod that takes into account local climate and plant viability,

7. Maintenance of Athletic Fields

Vendor shall provide special maintenance to Athletic fields to withstand the heavy use associated with athletic practices and competitions. Athletic fields include competition and practice football fields, soccer fields, baseball fields, and softball fields; goals, end zones, foul areas, and sidelines are all considered part of the athletic fields. In addition to the normal services described, Vendor shall provide the following services for athletic fields.

- a. Top Dressing - Vendor shall top dress all turf areas. Fine sand shall be thinly spread over the turf and then lightly raked,
- b. Aeration - Vendor shall aerate all turf areas with a core aerator.
- c. Vendor shall mow, de-thatch, and core aerate; and remove weeds before seeding
- d. Vendor shall maintain sand areas for the baseball fields during baseball season, which includes adding and raking sand.

D. REGULAR MAINTENANCE (TO BE PERFORMED BETWEEN MAY 16TH AND OCTOBER 15TH OF EACH YEAR DURING THE TERM)

1. SCHEDULE

- a. Prior to beginning Regular Maintenance, the Vendor shall submit to the Manager, a written, tabular schedule indicating, by crew, which day each Site will receive Regular Maintenance. Two schedules are required, the first providing for a weekly cut at each Site (i.e. completing the entire Site list within a 6-day work week) and the second providing for a 10-day cut cycle. The schedule shall indicate the name(s) of Vendor's supervisory personnel to be contacted either in the field or in the office in case of problems or the need for additional Services.
- b. Crews shall be expected to be at the Sites on the day indicated and complete their scheduled sequence as required. In case of weather delays, etc., the Vendor shall make certain that the Manager is notified promptly of the changes in schedule. Notification shall be by telephone or facsimile.

2. PERFORMANCE OF SERVICES

- a. Vendor shall mow turf areas, maintaining height of cut between 3" to 3.5" with shorter cutting heights possible during heavy growth periods and for the over-wintering period. Taller heights of cuts will be allowed under hot dry growing conditions as allowing grass to grow to this height maintains root condition and naturally shades out weeds. Grass clippings shall be mulched and left on the turf. Vendor shall edge turf at all concrete and hardscape including curbs and sidewalks at parkway turf.

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- b. Frequency: Beginning May 1, of the current Contract year, Vendor shall mow one time prior to the regular maintenance cut schedule. Thereafter Vendor shall begin a 10-day schedule (**approximately 3 times per month**) throughout the growing season. If drought conditions exist, the Manager may direct that mowing be suspended either on a Site-by-Site or other basis.
 - c. At each regular maintenance visit, the Vendor shall examine the entire Site and adjacent parkways and determine, in addition to cutting and edging, what other incidental maintenance needs to be performed. These Services shall include picking weeds from planting beds and around trees and applying natural herbicides, scalding water, or another non-toxic method to parking lots, sidewalks, and any other hard surface areas to eliminate weed growth. The Vendor shall prune and shape fast growing bushes, shrubs, and trees on an as needed basis.
 - d. Vendor shall maintain any prairie or natural space areas.
 - e. Weeding and Fertilization
 - I. Based on the soil test or expert recommendation, Vendor shall apply fertilizer one week prior to classes resuming in August or September (see Procedures and Regulations). Weeding should take place according to the Procedures and Regulations, above.
 - ii. Vendor shall provide a midsummer application of liquid humic acid product (10-16% humic acid by volume) in June that will chelate metal ions in the soil and make key nutrients such as nitrogen more readily available for absorption by turf and other plants. Humic acid and other amendments should be added as recommended by a soil test or horticultural expert in June.
 - f. The Vendor shall contact the Manager immediately to notify him/her of any problem with school staff members or unusual field conditions.
- E. FALL MAINTENANCE (TO BE PERFORMED BETWEEN OCTOBER 16TH AND NOVEMBER 15TH OF EACH YEAR DURING THE TERM)**

1. FERTILIZATION

Vendor shall fertilize turf as needed, based on soil test or horticultural expert analysis.

2. PRUNING

a. Shade trees, intermediate, and ornamental trees

Vendor shall prune any shade or intermediate trees to conform to their natural shape, being sure that branches are removed uniformly around and through the trees up to 6 feet. Any low hanging or interfering branches should be removed. No more than 10 to 15 per cent of branch area should be removed in anyone pruning. Priority cuts should be made to branches that are DDDCT (Dead, Damaged, Diseased, Crossing, or Training). Any pruning cuts should be made immediately outside the branch collar to minimize tree exposure to insects and pests and speed the tree's ability to seal over the cut,

b. Shrubs and shrub hedges (except spring flowering shrubs and hedges)

Vendor shall prune all shrubs and hedges except for spring flowering shrubs; remove the oldest and weakest branches; make cuts generally 6" - 8" from the plant crown level, facilitating the development of new growth below the pruning cut. Vendor shall prune in such a manner so as to induce plant development and to maintain full plants from the bottom up while the spread and height are kept within acceptable limits.

Vendor shall prune shrub hedges so that the base is wider than the top. Pruning cuts

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on shrub hedge will always be made slightly above previous cuts to maintain a full foliage and attractive appearance.

c. Ground covers - perennials

Vendor shall prune, tip back, or winterize all perennials as appropriate for the species involved.

e. Branches

The Vendor shall remove branches up to 2.5 inches and any branches larger than 2.5 inches shall be removed by the school's engineer.

3. WEED CONTROL

Vendor shall inspect mulch at all planting beds and around all trees; and if necessary add new mulch to maintain depth described in Scope of Services, Section C. 3. Existing mulch shall be cultivated or raked to break up mauling and to provide a fresh neat appearance.

4. FALL CLEAN UP

Vendor shall rake and remove or compost all leaves as directed by the Board's Chief Facilities Officer.

VI. SNOW REMOVAL

Commencing on July 1, 2014, the Vendor shall, or shall cause its subcontractor to, perform the following Services with respect to each Board Facility:

1. **Snow Plowing:** The Vendor shall removal any and all snow accumulation from all driveways, parking lots and walkways that are necessary to enter such Board Facility during normal school hours based on the following snowfall ranges:
 - o 1 – 3 inches
 - o 3 – 6 inches
 - o 6 – 9 inches
 - o > 9 inches
2. **Ice Management:** The Vendor shall prevent any and all ice accumulation for all driveways, parking lots and walkways that are necessary to enter such Board Facility during normal school hours.

The Vendor shall remove all snow and ice from each Board Facility prior to school openings and all surfaces should be maintained during normal school hours. The Vendor shall be responsible for all equipment and supplies necessary to properly fulfill the duties of snow removal and ice management provided herein.

The Vendor shall cause all entryways and sidewalks of Board Facilities to be clear of accumulation of snow, ice or slush. The Vendor shall spread all ice management products in a broadcast style manner to prevent clumping and over usage. The Vendor shall be responsible for the prevention of over-accumulation of product, including, without limitation, the sweeping away of excess product from doorways to maintain safe conditions.

The Vendor shall, if necessary in the sole discretion of the Board, clear all parking areas after a snow event has finished, and Vendor shall ensure the lot has been properly cleared prior to school openings and during normal operating hours. In the event massive snowfall occurs to the extent that additional equipment is needed to maintain the functionality of thoroughways within schools (specifically front end

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loader and articulated loaders to move or remove accumulating snow piles), Vendor shall be responsible for obtaining such equipment to assure proper operation of the affected school property.

VII. ENERGY MANAGEMENT

1. Initial Energy

Evaluation. The Vendor shall conduct a comprehensive, detailed and customized evaluation of energy usage in each Board Facility, which shall establish a baseline for energy usage at such Board Facility. Not later than one hundred eighty (180) days following receipt of the energy data for all Board Facilities, the Vendor shall furnish to the Board an energy usage report with respect to all Board Facilities.

The Vendor, using the energy usage evaluation, shall identify and perform an energy audit at select Board Facilities (in the mutual discretion of the Parties) to identify to (i) energy conservation measures ("ECM"s) that would reduce the consumption of energy at, including without limitation, upgrades to more energy efficient equipment, improvements in utility management, monitoring of energy use and utilities, implementation of energy awareness practices and programs and/or advising on new energy efficient technologies, including performance milestones, (ii) performance milestones relating to the installation and/or implementation of ECMs and (iii) a calculation of projected aggregate cost-savings ("Cost Savings") in energy usage.

This Agreement will be posted on the CPS Internet website.

**EXHIBIT B
SCOPE OF COMPREHENSIVE SERVICES SOLUTIONS**

Comprehensive Service Solution Program

1. Vendor shall provide management oversight services for all Board Facilities outside of those Board Facilities detailed on Schedule 3. Comprehensive Services Solution (CSS) shall provide centralized coordinated services, generate work flow processes, department communication, establish a consistent level of services and provide professional management recommendations to the Board for improvement at all Board Facilities.

Service elements of CSS shall include:

- Sufficient Management Personnel to oversee and deliver services
- Back office management
- Management of subcontractors and contract management of subcontractors selected and contracted by the Board
- Quality control auditing program
- Service Response Center
- Maximo Computerized Maintenance Management System
- Data collection / work order management / management reporting
- Energy management through Vendor (Solution Center) resources
- Employee training program
- Cost benchmarking
- Recommendations to Board for cost savings opportunities in department. Final determination and implementation of cost savings shall be made by the Board.

2. A final determination of scope of work and an amendment to the terms of paragraph 4 below shall be developed upon completion of a due diligence process to be completed by Vendor. Due diligence and contractual language will be completed no later than December 31, 2014 and shall be memorialized in writing by the parties in the form of an amendment to this Agreement.

3. Financial Arrangement. For Services included within CSS, the Board shall pay the Vendor for all CSS Operating Expenses incurred and documented, plus an annual General Support Service Charge and Management Fee; as detailed in Exhibit D.

4. Annual True Up. Upon implementation of the CSS the Board shall review the energy consumption and actual cost savings as well as the operational efficiency recommendations made by the Vendor at all Board Facilities at the end of each fiscal year during the Term. At the end of each fiscal year, the Board shall retain with respect to aggregate actual cost savings and operational efficiency recommendations (regardless of whether these recommendations are acted upon or not by the Board) at all Board Facilities up to and including an amount currently estimated to be equal to \$5,500,000 (the **"Estimated True-Up Threshold"**), an amount equal to 100% of such aggregate actual cost savings for such year and (ii) with respect to aggregate actual cost savings at all Board Facilities in excess (the **"Excess Savings"**) of the Estimated True-Up Threshold, an amount equal to 50% of such Excess Savings for such year. The remaining fifty percent (50%) of the Excess Savings shall be paid to Vendor. At the end of each year during the Term, the Parties shall mutually agree upon the calculation of the actual cost savings and operational efficiency recommendations (regardless of whether these recommendations are acted upon or not by the Board) at the end of each fiscal year.

This Agreement will be posted on the CPS Internet website.

EXHIBIT C

SCHEDULE OF COMPENSATION

1. **Compensation.** In consideration of Vendor's performance of its obligations under this Agreement, Board shall pay Vendor the following amounts under the following terms and conditions:

A. For the period beginning on the Effective Date and continuing until the later of June 30, 2014 or such time as the number of full time Board employees is at or below a level to be mutually agreed to by the Parties (the later of such two (2) dates hereinafter referred to as the "**Labor Optimization Date**"), Vendor shall invoice Board each month for its Services Operating Expenses due and owing for such period, plus an amount equal to ten percent (10%) of such Services Operating Expenses (such aggregate amount being collectively referred to herein as the "**Services Operating Fee**"). Board shall pay the invoiced amount within thirty (30) days from the invoice date. The parties shall memorialize the Labor Optimization Date in writing.

Board shall pay Vendor a Contract Price for each year of the Term for the provision of Services. The annualized Contract Price for the period commencing on the Labor Optimization Date and continuing through June 30, 2015 shall be mutually agreed upon by the Parties prior to the Labor Optimization Date (or such other date as may be mutually agreed between the Parties), and the Parties shall enter into a mutually acceptable amendment to this Agreement to reflect the annualized Contract Price.

B. Commencing on the Effective Date and continuing throughout the Term, at the end of each month Vendor shall invoice Board for its CSS Operating Expenses due and owing for such period, plus an amount equal to ten percent (10%) of such CSS Operating Expenses (such aggregate amount being collectively referred to herein as the "**CSS Operating Fee**"). Board shall pay the invoiced amount within thirty (30) days from the invoice date.

D. Commencing on July 1, 2014 and thereafter, Vendor shall invoice the Board for costs associated with the snow removal as incurred ("**Snow Removal Fee**"). Board shall pay the invoiced amount within thirty (30) days from the invoice date.

2. **Installment Payments of the Contract Price.**

A. Board shall pay Vendor installment payments of the Contract Price in equal amounts payable monthly. Vendor shall invoice the Board at the end of each month. Payment shall be made by bank transfer into a bank account designated by Vendor or as otherwise directed by Vendor within thirty (30) days of the invoice date.

B. In the event of a billable occurrence resulting from Vendor providing services outside the scope of this Agreement Vendor shall invoice Board for such mutually agreed upon services. Board shall pay the invoiced amount within thirty (30) days from the invoice date.

3. **Services Operating Expenses.** "**Services Operating Expenses**" shall mean all costs, Charges and expenses incurred in connection with the Services operation including, but not limited to, the following:

- (i) Vendor's management and hourly labor, including salaries (including bonuses, if any), wages, taxes, benefits, retirement plans, and the cost of administering such plans and services and relocation expenses;
- (ii) The invoiced amounts to Vendor of supplies and services (including third party subcontractors). Many of the manufacturers, suppliers and distributors utilized by Vendor provide rebates, allowances, and other payments to Vendor based on Vendor's

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purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, will be retained by Vendor; and

(iii) Other costs, Charges and expenses, including but not limited to items purchased on behalf of the Board Facilities, walk-off mats, amortization or depreciation of equipment and any Investments (as further defined) made pursuant to the terms of this Agreement; Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement based on average manual rates for such insurance in the geographic area of the Board Facilities; the costs of an on-site trainer temporarily assigned to the Premises, travel expenses, safety audits, drug screening and background checks; employee recognition programs; office rental, performance bond expenses; licenses and permits; use and other taxes related to the services; vehicles and vehicle maintenance; promotional or proprietary materials; overnight delivery, if necessary; computer equipment, printer, miscellaneous office supplies and equipment for Vendor's office utilized with respect to the Services; information systems, software and software maintenance, uniforms; payroll preparation for Vendor's employees; manuals, forms, and training aids.

As used herein, "Charge" shall be defined as a fee established by Vendor for goods or services provided by Vendor.

4. CSS Operating Expenses. "CSS Operating Expenses" shall mean all costs, Charges and expenses incurred in connection with the CSS Program including, but not limited to, the following:

- (i) Vendor's management and hourly labor, including salaries (including bonuses, if any), wages, taxes, benefits, retirement plans, and the cost of administering such plans and services and relocation expenses;
- (ii) The invoiced amounts to Vendor of supplies and services (including third party subcontractors). Many of the manufacturers, suppliers and distributors utilized by Vendor provide rebates, allowances, and other payments to Vendor based on Vendor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, will be retained by Vendor;
- (iii) Other costs, Charges and expenses, including but not limited to items purchased on behalf of the Board Facilities, amortization of CSS Implementation Costs, amortization or depreciation of equipment and any Investments (as further defined) made pursuant to the terms of this Agreement; Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement based on average manual rates for such insurance in the geographic area of the Board Facilities; the costs of an on-site trainer temporarily assigned to the Board Facilities, travel expenses, safety audits, drug screening and background checks; employee recognition programs; office rental, licenses and permits; use and other taxes related to the services; vehicles and vehicle maintenance; promotional or proprietary materials; overnight delivery, if necessary; Computer equipment, printer, miscellaneous office supplies and equipment for Vendor's office utilized with respect to CSS; uniforms; payroll preparation for Vendor's employees; manuals, forms, and training aids; Maximo software and equipment; annual license Charges for Maximo at \$6,800 (per license) (the "License Fee"); energy management Charges for review of utility bills in an amount equal to \$3.00 per historical utility bill and \$14.95 per new utility bill; and a Call Center Charge in an amount equal to \$12.00 per call.

This Agreement will be posted on the CPS Internet website.

4. "Contract Price" shall mean the following

- i. All wages and salaries including regular hourly pay, vacation pay, sick pay, bereavement pay, and legal holiday pay for Vendor's employees working at the Board Facilities;
- ii. Social Security taxes, state and federal unemployment insurance premiums, general liability and umbrella insurance premiums, workers' compensation premiums, medical and hospitalization insurance premiums, contributions to Vendor's profit sharing plan payable on behalf of Vendor's employees at the Board Facilities;
- iii. Janitorial supplies, paper towels, toilet paper, hand soap, plastic liners for trash containers and plastic bags for trash removal;
- iv. Oversight and payment of the custodial services subcontract;
- v. Maintenance of equipment used in the maintenance, grounds care and custodial services;
- vi. Materials, supplies and purchased services in an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) per year;
- vii. Grounds care maintenance supplies, mulch, weed control, plant and pest control, fertilizers, seeds and annual color;
- viii. Computer equipment, printer, software and miscellaneous office supplies and equipment for Vendor's office utilized with respect to the Services;
- ix. Uniforms for Vendor's employees;
- x. Payroll preparation for Vendor's employees;
- xi. Manuals, forms, and training aids;
- xii. Maintenance and repair of Board furniture, desks, cabinets, fixtures, drapes, blinds, chalkboards, trash cans and other building effects;
- xiii. Pool service;
- xiv. Gym equipment maintenance;
- xv. Vendor supporting operations management, and supporting human resources, accounting, legal, training and development, and general administration functions;
- xvi. Vendor's pre-tax profit;
- xvii. Pest Control;
- xviii. All necessary vehicles for use in providing the Services by Vendor and the maintenance thereof;
- xix. Laundering and treating mopheads; and
- xx. Exterior and interior window washing.

This Agreement will be posted on the CPS Internet website.

5. Board's Obligations. Board, at its expense, shall provide at the Board Facilities:

A. All utilities, including electricity, gas, water, sewage and telephone, other than with respect to office and/or warehouse space leased by the Board to the Vendor under and pursuant to the terms of Section 40 of the Agreement.

B. Trash removal from compactors and dumpsters.

C. Motor pool supplies for Board owned vehicles.

D. Kitchen hoods.

E. Any physicals or vaccinations required by Board or by law for employees engaged in providing the Services.

7. Landscaping and snow removal costs shall be as follows:

IFM Schools Landscaping Services	Sq. Footage to 33 IFM Schools	IFM Schools Approximate Seasonal Total
Pricing	2,739,000	\$276,351.01
Discount Rate @ 5% w/ City Mulch		\$ (13,818)
Net Price to CPS		\$ 262,533

**** Notes:**

- Discounted Price is based on utilization of City mulch. Inventory levels are currently in heavy supply and availability is expected to continue. In the event that City mulch is no longer available, Proposed Price rates would apply.

Snow Removal Services Pricing

IFM Schools Snow Removal Services	Sq. Footage Measure	1" - 3" + ice	3" - 6" + ice	6" - 9" + ice	Ice only	> 9 inches per inch rate
Revised Pricing	1,292,000	\$25,135	\$27,715	\$35,475	\$15,076	\$2,585

**** Notes:**

- Snow removal rates reflected above are based on a per incident snowfall rate.
- Ice Only services includes walkways and parking lots. No measurable rate adjustment is available for walkways only as they are the heavy labor intensive component of pricing.

This Agreement will be posted on the CPS Internet website.

Snow Depth Measurements

The snow depth will be determined by independent weather forecasting companies. Christy Webber & Co. currently utilizes two different snow forecasting companies: DTN and Murray and Trettle. After each snow event these companies issue a report on measured snow depths in Chicago. Vendor will utilize Midway Airport's snow report for the south side school locations, O'Hare Airport's report for the northern school locations, and Soldier Field's report for the lake front schools.

EXHIBIT D

SERVICE LEVEL AGREEMENTS

Sodexo/MAGC & C Group Facility Services Integrated Facilities Management Program Service Level Agreement									
Category	Metric	Description	Metric	Metric	Metric	Metric	Metric	Metric	Metric
Facility	Third party Initial baseline inspection completed during initial year of agreement	Third party to be selected by CPS and Sodexo/MAGC. Initial baseline review completed by Third Party.	Yes	N/A	N/A	N/A	N/A	3.0%	\$30,321
	Third party annual inspection completed	Inspection form jointly agreed upon by CPS and Sodexo/MAGC	Yes	Yes	Yes	Yes	Yes	3.0%	\$30,321
	Quarterly QSA responses to be completed jointly by representatives from Sodexo/MAGC and CPS	Inspection form jointly agreed upon by CPS and Sodexo/MAGC	Yes	Yes	Yes	Yes	Yes	3.0%	\$30,321
			95% compliance	95% compliance	95% compliance	95% compliance	95% compliance		
	Disputes between Sodexo/MAGC and CPS over measuring APPA-2	Addressed within 5 working days, resolved within 30 days	85% compliance	90% compliance	90% compliance	90% compliance	90% compliance	3.0%	\$30,321
	Buildings inspected and quality assessed on a weekly basis by Sodexo/MAGC	Weekly Inspection Report results to be shared as part of the monthly meetings	26 out of 52 weeks	26 out of 52 weeks	26 out of 52 weeks	26 out of 52 weeks	26 out of 52 weeks	3.0%	\$30,321
	Emergency work is work that will impact school shutdown and compromise safety of staff/unattended - Sodexo/MAGC will keep a "log" of issues, tracking nature of work, made available for joint problem solving with CPS. Emergency work is that which results in event or school shutdown, immediate safety issue or significant damage is left unattended. Priority work is that which could eventually lead to safety issues or service disruptions if left unattended. Routine work is all other maintenance and repair work.	1 hour for emergency work 5 hours for priority work	1 hour for emergency work 5 hours for priority work	1 hour for emergency work 5 hours for priority work	1 hour for emergency work 5 hours for priority work	1 hour for emergency work 5 hours for priority work	1 hour for emergency work 5 hours for priority work	3.0%	\$30,321
	Engagement, assistance and corrective action is identified for emergency and priority matters that arise.	Reduction in Maintenance Repair items will be discussed as part of Monthly meetings. Attainment of goal in 2014. Subsequent Year Standard to be mutually agreed upon by CPS and Sodexo/MAGC.	\$1,800,000	TBD	TBD	TBD	TBD	3.0%	\$30,321
	Attainment of annual agreed-upon amount on Maintenance Repair items	Scheduled Preventive Maintenance Work order completion percentage	75%	85%	90%	90%	90%	3.0%	\$30,321
	Sodexo/MAGC will perform manufacturer recommended tasks on Capital Assets.	24 meetings will be held bi-weekly beginning at contract initiation to review program implementation report topics provided include but aren't limited to: Transition Plan updates, training, staffing levels, call center review, degradable space assessment, and CAMS setup	24/24 meetings held	TBD	TBD	TBD	TBD	3.0%	\$30,321
Service Implementation	24 hour meetings between CPS and Sodexo/MAGC to review program results	This will be tracked weekly as part of on-going transition/implementation meetings between CPS and Sodexo/MAGC. Missed milestone implementation dates will be reported as a corrective action report to be on the following implementation plan meeting agenda.	Yes	TBD	TBD	TBD	TBD	3.0%	\$30,321
	Approved milestones identified and highlighted in Transition Plan will be updated as part of weekly meetings with consequences								
	All inspections as required by local code completed and documented	Required inspection list from City of Chicago Code	100%	100%	100%	100%	100%	3.0%	\$30,321

This Agreement will be posted on the CPS Internet website.

SodexoMAGIC & Chicago Public Schools Integrated Facilities Management Program Service Level Agreement								
Category	Item	Description	Measurement	Target	Measurement	Target	Measurement	Target
Facilities Management Services	Beginning in Year 2 of agreement, identify performance improvements and savings to recommendations.	This will be a measure of success in bringing process improvements opportunities and innovation to CPS. It will be measured annually, requiring a minimum of 2 recommendations with supporting business cases identifying material savings and/or operational efficiencies generating \$5M in annual savings throughout the District.	Not Applicable	2 Recommendations	2 Recommendations	2 Recommendations	2 Recommendations	3.8%
	Annual Principal Satisfaction Survey.	Average score of Principal responses to satisfaction survey. Survey content to be developed jointly by CPS and SodexoMAGIC	With 60% response rate an overall 65% positive satisfaction rating	With 60% response rate an overall 65% positive satisfaction rating	With 60% response rate an overall 65% positive satisfaction rating	With 60% response rate an overall 65% positive satisfaction rating	With 60% response rate an overall 65% positive satisfaction rating	3.8%
Call Center Metrics	Inbound call will be answered within 20 seconds	Inbound Call Metric	80%	80%	80%	80%	80%	3.8%
	Call Abandon Rate - calls that are abandoned which last 15 sec or more	Call Abandon Rate Metric	Less than 5%	Less than 5%	Less than 5%	Less than 5%	Less than 5%	3.8%
Call Center Metrics	Web availability for user interfaces - excluding any scheduled maintenance time	Web availability metric	75.0%	98.5%	98.5%	98.5%	98.5%	3.8%
	Call Center feedback to call initiator will be completed electronically through Maximo within agreed upon timeframe based on phone call/ticket order request information collected from Initiator.	Status follow-up metric	98%	98%	98%	98%	98%	3.8%
Monthly Process Reviews	12 Monthly Joint Meetings between CPS and SodexoMAGIC	12 formal monthly meetings will be held annually to review program; report topics provided include but aren't limited to: training, safety, attendance, productivity, completed projects, work order completion rates, number of open work orders with time open, call center review, school surveys, status of Schools Maintenance Budget	12/12 meetings held	12/12 meetings held	12/12 meetings held	12/12 meetings held	12/12 meetings held	3.8%
	Conduct Annual Expectations Meeting	Expectations to be documented and discussed as part of Annual Review.	Yes	Yes	Yes	Yes	Yes	3.8%
Annual Program Review	Annual Review between CPS and SodexoMAGIC	Annual program report on improvements with agenda items that must include, but aren't limited by: (1) FY review review of economics by CPS and SodexoMAGIC plan ahead for following FYs	1 meeting held	1 meeting held	1 meeting held	1 meeting held	1 meeting held	3.8%
Based on updated IFM Contract Price for Custodial and Engineering structures								3.8%
Based on updated IFM Contract Price for								3.8%

Proposed Liquidated Damages Assessment

Administration Process

The Service Level Agreements (SLA's) described above shall be administered and evaluated in the following manner:

- All performance results that are below the agreed upon threshold identified shall be identified in writing within 5 days of discovery. Corrections to the results will be made within 30 days of written notification.
- If corrective measures are taken and the results meet the SLA standard identified, Liquidated Damages (LD) shall not be assessed.
- If corrective measures are not taken, or, are taken but do not achieve the quarterly standards required by the SLA, the Liquidated Damage will be assessed.
- Results that exceed the defined standard shall result in a credit to SodexoMAGIC of 50% of the liquidated damage amount.
- Liquidated Damage Assessments will be calculated on SodexoMAGIC's Management Fee. Management Fee will be 0% of IFM Contract Price.

Measurement Period and Application

This Agreement will be posted on the CPS Internet website.

- SLA Measurement and assessment period shall be conducted on a quarterly basis **beginning on/about August 1 of each calendar year.**
- SLA performance and potential assessments or credits shall be settled under the following guidelines **within each quarterly period.**

Standard SLA's

- SLA's not identified as Priority are considered as Standard SLA's. The Liquidated Damage amounts shall be assessed for results and corrective actions taken that do not meet the threshold identified.
- For these SLA's the Liquidated Damage credit, or reduction, shall be applied for results that are above the threshold identified.

Priority SLA (identified in blue highlight on SLA matrix)

- SLA's identified as the Priority items shall be evaluated on a meets or does not meet standard and the identify Liquidated Damage amount shall be applied. These SLA's are exempt from the credit or reduction in Liquidated Damages in cases where the actual results exceed the identified threshold.

Other Conditions

- Any assessment or credit applied shall be accrued and an annual true up or settlement between SodexoMAGIC and CPS shall occur no later than July 31st of each contract year.
- The SLA for Payment Terms shall not include the 30 day corrective action period and will become effective upon written notification as described above.
- If the Payment Terms SLA is not met within the quarterly measurement period, Liquidated Damage assessments for the SLA's within the quarterly measurement period shall be waived. **Any credits earned for results greater than the Standard SLA requirements for the period shall continue to be accrued.**

This Agreement will be posted on the CPS Internet website.

SCHEDULE 1

APPA CLEANING STANDARDS – LEVEL 2

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dust, dirt, stains or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

SCHEDULE 2

SERVICES AND FREQUENCIES

A. Custodial

The Vendor shall clean the areas as specified below. The numbers below represent the number of times per week that a service will be performed, during the school year, unless otherwise noted (AN = As Needed, S = Scheduled Basis, N/A = Not applicable, WC = Weekend Cleaning, **ADD OR DELETE NOTATIONS AS NECESSARY**). [TO BE COMPLETED]

Area	Sanitize/disinfect	Spot clean	Dust	Wet clean horizontal	Empty and clean waste	Dry mop floors	Spot clean floors	Damp mop floors	Vacuum carpets	Burnish floors	Pick up loose trash
Classrooms	NA	4	1	1	5	5	4	1	5	NA	5
Chalkboards/Whiteboards	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA
Offices	NA	4	1	1	5	5	4	1	5	NA	5
Entrances	NA	5	1	1	5	5	5	5	5	1	5
Laboratories	NA	4	1	1	5	5	4	1	5	NA	5
Art Rooms	NA	4	1	1	5	5	4	1	5	NA	5
Library	NA	4	1	1	5	5	4	1	5	NA	5
Auditorium	NA	4	1	1	5	3	3	NA	NA	NA	5
Stage	NA	4	1	1	5	3	3	NA	NA	NA	5
Music Rooms	NA	4	1	1	5	5	4	1	5	NA	5
Custodian's Closet	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA
Drinking Fountains	5	5	NA	NA	NA	NA	NA	NA	NA	NA	NA
Wrestling Room	5	NA	1	1	5	5	4	1	5	NA	5
Kitchen	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Stairways	NA	5	1	1	5	5	NA	5	5	NA	5
Corridors	NA	5	1	1	5	5	5	5	5	1	5
Cafeteria	NA	5	1	1	5	5	5	5	5	1	5
Cafeteria Tables	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Cafeteria Chairs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Restrooms	5	5	1	5	5	NA	NA	5	NA	NA	5
Locker Rooms and Showers	5	5	1	5	5	NA	NA	5	NA	NA	5
Gymnasium	NA	1	1	1	5	5	5	1	1	NA	5
Gymnasium Bleachers	NA	1	1	1	NA	NA	5	NA	NA	NA	5
Shop Area	NA	1	NA	NA	5	NA	NA	NA	NA	NA	NA
Maintenance Closets	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mechanical/Boiler Rooms	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

This Agreement will be posted on the CPS Internet website.

SCHEDULE 3 BOARD FACILITIES						
Name	Address	Grades	2012-2013 Student Enrollm.	Building SQFT	Snow: Plow Areas SQFT	Landscaping SQFT
Agustin Lara Academy	4619 S Wolcott Ave Chicago, IL 60609	Pre K-8	491	67,964	0	10,000
Ames Middle School	1920 N Hamlin Ave Chicago, IL 60647	7 & 8	666	131,500	36,900	126,500
Back of the Yards HS	2111 W 47th St Chicago, IL 60609	9 to 12	281	212,285	29,300	57,000
Calmecca Academy of Fine Arts and Dual Language	3456 W 38th St. Chicago, IL 60632	Pre K-8	777	108,624	10,500	66,000
Chicago Academy	3400 N Austin Ave Chicago, Illinois 60634	Pre K-12	531	250,844	59,700	80,600
Chicago Military Academy-Bronzeville	3533 S Giles Ave Chicago, IL 60653	9 to 12	417	121,900	24,800	3,000
Dr. Jorge Prieto Math and Science Academy	2231 N Central Ave Chicago, Illinois 60639	Pre K-8	976	106,218	108,200	67,800
Emilio Zapata Academy	2728 S Kostner Ave Chicago, Illinois 60623	Pre K-8	911	97,163	36,700	38,400
Eric Solorio Academy High School	5400 S St Louis Ave Chicago, Illinois 60632	Grade 9	1,084	206,200	47,800	113,000

This Agreement will be posted on the CPS Internet website.

Federico Garcia Lorca Elementary School	3231 N Springfield Ave Chicago, Illinois 60618	Pre K-8	850	105,599	12,400	31,000
Francisco I Madero Middle School	3202 W 28th St Chicago, Illinois 60623	6 to 8	296	68,900	11,200	1,000
Gwendolyn Brooks High School	250 E 111th St Chicago, IL 60628	9 to 12	739	255,116	180,600	760,000
Irene C Hernandez Middle School	3510 W 55th St Chicago, Illinois 60632	6 to 8	934	127,162	14,800	22,000
James Shields Elementary School	2611 W 48th St Chicago, Illinois 60632	Pre K-4	751	95,265	11,700	22,000
Josefa Ortiz De Dominguez Elementary	3000 S Lawndale Ave Chicago, Illinois 60623	Pre K-8	713	63,900	6,200	37,500
Joyce Kilmer School	6700 N Greenview Ave Chicago, Illinois 60626	Pre K-8	802	106,500	47,100	16,800
Little Village Academy	2620 S Lawndale Ave Chicago, Illinois 60623	Pre K-8	844	66,136	12,400	15,100
Little Village High School included	3120 S Kostner Ave Chicago, IL 60623		1,500	290,134	78,500	327,600
Mariano Azuela Elementary School	4707 W Marquette Rd Chicago, Illinois 60629	Pre K-8	918	104,990	37,700	9,000
Marvin Camras Elementary School	3000 N Mango Ave	Pre K-8	886	121,724	12,700	35,000

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	Chicago, Illinois 60634					
National Teachers Academy	55 W Cermak Rd Chicago, Illinois 60616	Pre K-8	521	156,400	59,800	36,700
New Field School	1707 W Morse Ave Chicago, Illinois 60626	Pre K-3	630	85,438	26,000	1,200
Northside College Prep	5501 N Kedzie Ave Chicago, IL 60625	9 to 12	1,076	222,600	104,800	121,400
Sarah Goode Academy	7651 S Homan Ave Chicago, IL 60652		463	208,200	35,000	219,000
Socorro Sandoval Elementary School	5534 S Saint Louis Ave Chicago, Illinois 60629	Pre K-5	1,142	111,426	26,800	3,000
South Shore International College Prep	1955 E. 75th St. Chicago, Illinois 60649	9 to 12	605	201,900	19,300	17,000
Stephen K Hayt School	1518 W Granville Ave Chicago, Illinois 60660	Pre K-8	930	118,800	31,600	34,500
Tarkington School of Excellence	3330 W 71st St Chicago, IL 60629	Pre K-8	1,025	136,289	58,300	168,000
Walter Payton College Preparatory High School	1034 N Wells St Chicago, IL 60610	9 to 12	821	207,870	17,200	83,000
West Park Academy	1425 N Tripp Ave Chicago, Illinois 60651	Pre K-8	620	81,373	21,600	119,000
West Ridge Elementary School	6700 North Whipple Chicago, IL 60645	Pre K-8	676	103,600	47,300	8,900

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William Finkl	2332 S Western Ave Chicago, Illinois 60608	Pre K-8	483	71,980	33,700	45,000
William K Sullivan Specialty School	8331 S Mackinaw Chicago, Illinois 60617	Pre K-8	481	98,630	31,400	43,000
Total			24,840	4,512,630	1,292,000	2,739,000