

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**AGREEMENT EXERCISING THE FIRST OPTION TO RENEW
THE WEBSITE DEVELOPMENT, IMPLEMENTATION, AND HOSTING SERVICES AGREEMENT
(WEBITECTS.COM, INC.)**

This agreement exercising the first option to renew the Services Agreement ("First Renewal Agreement") is entered into as of the 1st day of July, 2016 ("Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "Board" or "CPS") and Webitects.com, Inc. ("Vendor").

RECITALS:

- A. The parties entered into that certain Website Development, Implementation and Hosting Services Agreement dated July 1, 2015, (the "Original Agreement") for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having one (1) option to renew for a period of one (1) year. The Original Agreement and this First Renewal Agreement shall be collectively referred to as the "Agreement," and
- B. Pursuant to the Agreement, the Board now desires to exercise its first option to renew and extend the Agreement for a period of one (1) year, and Vendor accepts this option to renew and extend, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this First Renewal Agreement.
2. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition(s) as set forth in the Agreement.
3. **Renewal Term:** The parties hereby renew the Agreement for a period commencing on July 1, 2016 and ending on June 30, 2017 ("First Renewal Term"), unless terminated sooner as provided in the Agreement. There are no options to renew remaining.
4. **Services:** During the First Renewal Term, Vendor agrees to provide the services ("Services") as set forth in Exhibit A-1, attached hereto and incorporated herein. Services means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A-1 of this First Renewal Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement. Vendor shall continue to provide the Services as set forth therein throughout the First Renewal Term. 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, signed by both parties and the Board's General Counsel.
5. **Compensation:** Pricing and rates for the First Renewal Term shall be in accordance with Exhibit A-1, Deliverable Schedule and Pricing. Subject to all of the terms and conditions of the Agreement the total maximum compensation payable to Vendor pursuant to this First Renewal Agreement shall not exceed **Seventy Five Thousand and 00/100 Dollars (\$75,000.00)** ("Total Maximum Compensation"). The Board shall not reimburse Vendor for any expenses. Vendor is not entitled to any payment nor is the Board obligated to pay Vendor any amount solely by virtue of entering into this First Renewal Agreement. In the event of early termination, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for the cost of Services performed after the effective termination or expiration date of this First Renewal Agreement. 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 3% 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 or any other agreement between Vendor and the Board.

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6. **Freedom of Information Act:** Vendor acknowledges that this First Renewal Agreement and all related documents 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 First Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this First Renewal Agreement shall be posted on the Board's website at www.cps.edu.
7. **Counterparts and Facsimile:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding.
8. **Original Agreement:** Except as expressly amended in this First Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the First Renewal Term.

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IN WITNESS WHEREOF, the parties hereto have executed this First Renewal Agreement as of the last date set forth below in the signature block.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: 
Leslie Norgren,
Chief Procurement Officer

WEBIRECTS.COM, INC.

By: 
Name: BILYAN BELCHEV
Title: PRESIDENT

Approved as to legal form: 


Ronald L. Marmor, General Counsel

CPOR No.: 16-0816-CPOR1791

ATTACHMENTS:

Exhibit A-1: Scope of Services

**Exhibit A-1
Scope of Services**

Name of Project: Continuous Improvement Work Plan ("CIWP") Web-Based Tool Development

CPS Project Manager: Heather Wendell **Phone:** (773) 553-1909 **E-Mail:** hmwendell@cps.edu

Vendor's Project Manager: Bilyan Belchev **Phone:** (312) 469-5444 **E-Mail:** billyb@webitects.com

Period of Performance: July 1, 2016 – June 30, 2017

This Scope of Services will be conducted pursuant to the terms and conditions of that WEBSITE DEVELOPMENT, IMPLEMENTATION, AND HOSTING SERVICES AGREEMENT dated July 1, 2015 and this FIRST RENEWAL AGREEMENT dated July 1, 2016 (collectively the "Agreement") by and between Webitects.com, Inc. ("Vendor") and the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

1. Scope of Services:

Vendor will make the modifications to the CIWP Web-Based Tool, based on requests from CPS as set forth in the Deliverables and Tasks below, and will continue to:

- Provide monthly maintenance and support for the website, providing small changes or enhancements as necessary.
- Hold quarterly meetings to assess site performance, review traffic statistics and user feedback, and to prioritize ongoing maintenance tasks.
- Manage the hosting of the tool, and manage backups and security as well as monitor the site to maximize up-time.

2. Tasks, Deliverables and Pricing:

Item	Deliverable	Delivery Date	Cost (USD)
1	Ability for admins to edit school contact information	30-Jun-17	750.00
2	Tag merge (eliminate and combine tags) [adding in the ability for me to merge tags as an admin user as well]	30-Jun-17	1,250.00
3	Allow addition of users without email address (along with popup of which school a user is double-added at)	30-Jun-17	500.00
4	Disable data input when plan/page is locked by another user	30-Jun-17	375.00
5	Option to delete users from system	30-Jun-17	375.00
6	Popup when session is about to expire	30-Jun-17	750.00
7	Rename goal page headers (differentiate by school type) on edit page and add additional column to the goals page	30-Jun-17	250.00
8	Allow master user to upload goal setting page content (actual scores)	30-Jun-17	5,000.00
9	Strategy summary page w/o action steps (abbreviated version)	30-Jun-17	250.00

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10	Adding an interactive action plan page element to the read-only summary dashboard (one of the horizontal tabs like for another page of the CIWP)	30-Jun-17	625.00
11	Ability to see action plan for read-only users - adding a PDF to the read-only page for the action plan that is downloadable	30-Jun-17	375.00
12	Parent read-only as a role	30-Jun-17	500.00
13	Allow access to multiple schools or networks	30-Jun-17	1,000.00
14	Handle addition of user to a team when already in system	30-Jun-17	5,000.00
15	Data export functions available to network users	30-Jun-17	750.00
16	Master user role but without editing capabilities	30-Jun-17	3,000.00
17	User school short names in data exports	30-Jun-17	125.00
18	Add warning when user adds more than 5 strategies	30-Jun-17	375.00
19	Include tags / area of focus in strategy exports	30-Jun-17	250.00
20	Network dashboard page	30-Jun-17	5,000.00
21	Ability to re-order action steps on strategy page	30-Jun-17	750.00
22	Monthly maintenance and support \$625/mo x 12 months, limited to 5 hours per month or 60 hours total	Ongoing	7,500.00
23	Monthly hosting \$150/mo x12 months	Ongoing	1,800.00
		Total	36,550

