THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST RENEWAL OPTION
TO RENEW THE ASSET MANAGMENT SERVICES AGREEMENT**

(Gemcap Inc d/b/a Hayes Software Systems)

This Agreement Exercising the First Option to Renew the Services Agreement ("**First Renewal Agreement**") 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 Gemcap Inc. d/b/a/ Hayes Software Systems, with offices located at 12007 Research Boulevard, Austin, Texas 78759 ("**Vendor**") is entered into as of this December 1, 2021 ("**Effective Date**").

RECITALS:

A.   The Board and Vendor entered into that certain Services Agreement for a term commencing December 1, 2016, and continuing through November 30, 2021, ("**Original Agreement**') (authorized by Board Report: 16-1026-PR3), with the Board having two (2) options to renew for a period of two (2) years each.

B.   The Board now desires to exercise the first option to renew the Original Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First Renewal Agreement are collectively referred to as the "**Agreement**".

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

1.   **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.

2.   **First Renewal Term:** The term of the First Renewal Agreement shall commence on December 1, 2021 and continue through November 30, 2022 ("**First Renewal Term**"), unless terminated sooner as provided in the Original Agreement. The Board shall have one (1) remaining option to renew the Agreement after the First Renewal Term expires.

3.   **Scope of Services**: During the First Renewal Term, Vendor agrees to provide those Services set forth and described in **Exhibit A-1** attached hereto and incorporated herein which replaces **Exhibit A** attached to the Original Agreement.

4.   **Compensation**: The maximum compensation payable to Vendor during the First Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this First Renewal Agreement, as may be amended ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. No expenses shall be reimbursed under the Agreement, except for the defined reimbursable expenses set forth in **Exhibit B-1**. Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. 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

5.   **Freedom of Information Act:** Vendor acknowledges that this First Renewal Agreement and all

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1), subject to any permitted exceptions asserted by Vendor, 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.

6.   **Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Renewal Term.

7.   **Counterparts and Electronic Signatures:** 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 document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

8.   **Board Approval**: This First Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

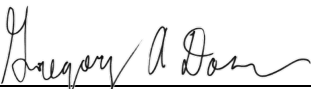REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
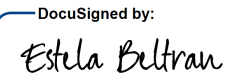
THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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

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

By: _Miguel del Valle_
    Miguel del Valle
    President

Attest: _Estela Beltran_
    Estela G. Beltran
    Secretary

Date: _December 13, 2021_

By: _Pedro Martinez_
    Pedro Martinez
    Chief Executive Officer

Board Report No.   21-0922-PR6

Approved as to Legal Form:

Joseph Moriarty
Joseph T. Moriarty
General Counsel

GEMCAP INC D/B/A HAYES SOFTWARE SYSTEMS

By: _Gregory A Doran_
Name: _Greg Doran_
Title: _CFO_

Date: _12/6/2021_

Attachment:

Exhibit A-1 – First Renewal Term Scope of Services
Exhibit B-1 - Compensation Amount for First Renewal Term

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Exhibit A-1
First Renewal
Scope of Services

INTRODUCTION

The Board of Education of City of Chicago, commonly known as Chicago Public Schools ("Board", "CPS" or "District"), has elected to use Gemcap, Inc. doing business as Hayes Software Systems' ("HSS") hosted TIPWeb-IM (textbook and instructional material management) and TIPWeb-IT (asset management) software to improve and simplify the process of circulation, reporting, tracking, compliance and inventory functions related to asset management. This Statement of Work ("SOW") sets forth the software and services provided by HSS pursuant to the tem1s and conditions set forth inthe Agreement for Asset Inventory and Management Solution entered into between the parties ("Agreement"). All capitalized terms not defined herein shall have the same meaning ascribed to themin the Agreement. In the event of a conflict between the terms of this SOW and the terms in the body of the Agreement, the terms of the Agreement shall supersede and prevail. In the event of a conflict between the terms of this SOW and those included in the portions of HSS's response to the RFP that are incorporated as appendices, the terms of this SOW shall supersede and prevail.

A. BASE SOFTWARE DELIVERY

    A.I License Acquisition

    A.2 Infrastructure Hosting, Support & Maintenance

    A.3 End User Support

    A.4 Setup & Delivery of Software Environments

    A.5 Setup & Configuration of Single Sign-On

    A.6 Custom Feature Development

B. IMPLEMENTATION SERVICES

B.l Project Management

    B.2 Business Process Re-Engineering

    B.3 Systems Integration

        B.3.1 *Integration Management*

        B.3.2 *Oracle Purchasing*

        B.3.3 *Oracle Fixed Assets*

        B.3.4 *Oracle Peoplesoft*

        B.3.5 *Chancery SM.S*

        B.3.6 *TechXL*

        B.3.7 *IAMS (Internal Account Management System*

    B.4 Training

    B.5 District-wide Physical Inventory

        B.5.1 *Inventory Assumptions & Approach*

        B.5.2 *Instructional Materials (e.g. Textbook\)*

        B.5.3 *"Other" Assets, (e.g Furniture)*

        B.5.4 *Technology AsseL1 (e.g Computer))*

        B.5.5 *RF'JD Assumptions*

        B.5.6 · *Invent my Scope Changes*

Exhibit A-1
First Renewal
Scope of Services

B.6 Change Request Procedures
B.7 Accounting/ Invoices

Appendix 1 - Software Requirements

Appendix 2 - General Project Management Methodology and Deliverables

Appendix 3 - Service Level Agreement
(SLA)**Appendix 4** - Training
Services **Appendix 5** - Inventory
Services **Appendix 6** - Inventory
Timeline

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SCOPE OF WORK

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A. BASE SOFTWARE DELIVERY

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HSS will configure, host and support both the TIPWeb-IT and TIPWeb-IM software for

CPS. This includes providing the necessary licensing for the District to access both solutions, and technical support and to ensure the system is available. Basic functional requirements for the TIPWeb-IT and TIPWeb-IM software are included within pages 1-28 of Appendix 1, which is attached and incorporated into this SOW; requirements specific to TIPWeb-IT are included within pages 29-43; and requirement specific to TIPWeb-IM are included in pages 44-52.

A.1 License Acquisition
- HSS will provide TIPWeb-IT and TIPWeb-IM district-wide licenses, for an unlimited number of users, CPS schools, and inventory assets.
- HSS will upgrade the CPS licenses as new versions become available, at no cost to CPS.

A.2 Infrastructure Hosting, Support & Maintenance
- HSS will host the TIPWeb-IM and TIPWeb-IT software environments.
    - o HSS will provide 99.9% monthly uptime and availability for the TIPWebsuite.
    - o HSS will notify CPS with, at minimum, 72 hours advanced warning ofapplication maintenance.
- HSS will provide software updates for TIPWeb-IM and TIPWeb-IT software.
- HSS will provide maintenance for the TIPWeb-IT and TIPWeb-IM software.
- HSS will provide support and maintenance for all developed integrations throughout the term of the contract and any renewals. Once the integration is complete (based on the original agreed-upon scope of work) HSS will provide up to ten (10) hours of custom maintenance support for each of the integrations each year. For changes beyond that, CPS will have the option of paying for additional hours of help at the rate included inthe pricing exhibit
- HSS will provide technical system documentation for TIPWeb-IT and TIPWeb-IM.

Exhibit A-1
First Renewal
Scope of Services

A.3 End User Support

- HSS will provide technical documentation, end-user documentation and knowledge baseddocumentation related to the functionality of TIPWeb-IT and TIPWeb-IM.
- HSS will setup and make accessible a 24x7x365 toll-free number for CPS personnel toreport application errors.
- HSS will provide standard online user help within the licensed software. This will beaccessed via the software and available to users when they log in.

o "Online help" will provide application-specific instructions,

- HSS will provide its user support website to CPS personnel. This will be accessible to CPSupon the implementation of the software and the website address will be communicated to users as they are trained.

- In addition to the above general services, HSS can provide CPS with specific knowledge-based documentation as part of the training/adoption bucket of theallocated budget.

A.4 Setup & Delivery of Software Environments

- HSS will setup and configure Test environments for TIPWeb-IT and TIPWeb-IM
- HSS will setup and configure Production environments for TIPWeb-IT and TIPWeb IM.
- HSS will setup and configure training environments for TIPWeb-IT and TIPWeb-IM thatwill refresh nightly.
  CPS will work with HSS to setup and configure persistent CPS.EDU sub-domain addressesfor each environment (e.g. assets.cps.edu, test.assets.cps.edu, training.assets.cps.edu)

A.5 Setup & Configuration of Single-Sign On

- HSS will configure TIPWeb-IT and TIPWeb-IM to allow single-sign on (SSO)integration with CPS' identity provider for all software environments.
- CPS will provide a SAML server for the Active Directory Integration.

A.6 Custom Feature Development

- HSS may develop custom features for TIPWeb solutions, upon CPS request, at the rate(s) outlined in the price exhibit. Any additional work will be done only after the authorized representatives of each party signs an additional statement of work detailing the responsibilities of both sides in accordance with the Change Management Process set forthin the Agreement.

Exhibit A-1
First Renewal
Scope of Services

B. IMPLEMENTATION SERVICES

HSS will provide consulting services to coordinate and manage project planning and execution;specifically, this includes reviewing and identifying modifications to business processes prior tosoftware implementation, integration of CPS applications with the TIPWeb application suite, development & training as well as coordination of a physical inventory reconciliation across theDistrict.

B.l Project Management

HSS will provide project management support covering the entirety of this agreement - includingfacilitating base software delivery and the implementation services described below: business process discovery & implementation, software integration and the physical inventory reconciliation for the District. HSS's general project management methodology and deliverables
are described in Appendix 2, which is attached and incorporated as part of this SOW. (Any specifictimelines included with Appendix 2 are understood to be replaced by the ten11s of this Agreement.)

B1.1 *Project Leadership*.

B.1.2 Project Reporting
o HSS will provide weekly project status updates within CPS' projectmanagement system.
o HSS will provide regularly updated Executive Scorecards of project status.
o At minimum, H.SS will develop the following reports withinTIPWeb: Inventory Executive Summary Report Inventory Master Report Missing Assets Report Found Inventory Report TlPWeb-lT Upload Report

B.2 Business Process Discovery & Implementation

HSS will work collaboratively with CPS to review and re-engineer business processes that will be managed within the TIPWeb application suite. During the project, CPS will provide guidance and prioritization of department needs.

B.2.1 Asset Inventory Process, Procedures & Policies
o HSS will conduct on-site interviews and working sessions with key inventory personnel and document the existing (as-is) asset tracking process.
o As applicable, HSS will conduct on-site interviews, working sessions with key inventory personnel and review of as-is asset management processes to determine an optimal (to-be) business processes.
o HSS will provide a customized Policy and Procedure Guide based on the resultsof the business process reengineering results. This will be an iterative process and will likely result in several versions over the length of the project The first draft should be completed before training

Exhibit A-1
First Renewal
Scope of Services

the network leads.
- o HSS will recommend solutions for surplus inventory both at the initial pilot stage and at the beginning of district-wide implementation.

B.2.2 *Performance Management*
- o HSS will recommend KPI's which will be used to measure CPS assetmanagement program.
- o HSS will review KPI results and document site performanceimprovement plans.

B.2.3 *RFID Usage*
- o HSS will conduct and document a site survey to determine best practices for using RFID tagging.
- o HSS will provide guidance related to the type and placement of the asset tags.
- o HSS will deliver recommendations for RFID tag selection and placement.
- o Configure CPS' existing five RFID scanners.
    - ▪ Assumes that the scanners owned by CPS are compatible with HSS.
    - ▪ All RFID scanners purchased from HSS will be shipped preconfigured to work with HSS software.

B.3 Software Integration
HSS and CPS will integrate existing CPS systems with the TIPWeb application suite in order to minimize manual creation/updates of records and metadata across systems. The parties shall work together to determine the format in which data will be passed back and forth between the HSS Software and CPS systems. Part of the expected documentation to be delivered as pat1 of the implementation, includes the mutually agreeable mapping specification described below.

B.3.1 *Integration Management*
- o HSS will provide a Data Conversion mapping specification as part of the data conversion process.
    - • HSS will convert asset data provided in a mutually agreed upon dataconversion mapping format
    - • CPS is responsible for extracting data from Oracle and importing data to Oracle systems. Likewise, Hayes will be responsible for importing data to and exporting data from TlPWeb.
- o HSS and CPS will work together to analyze and address error reportingoutput on an ongoing basis.
- o HSS will develop and execute test plans for the implementation of allTIPWeb-IT and TIPWeb-IM integrations.
- o Before finalizing each integration process, HSS will deliver a technical design specification which will show how/where CPS data will map to TlPWeb.
- o Prior to turning on each final automated integration process, HSS will receive sign-off/approval from CPS.
- o HSS will be held to Service Level Agreements in Appendix 3, and will meet

Exhibit A-1
First Renewal
Scope of Services
with the Board on a quarterly basis to review performance.

Exhibit A-1
First Renewal
Scope of Services

B.3.2   *Oracle Purchasing*
- o   HSS will develop a batch process(s) capable of loading Oracle Purchase information into TIPWeb-IT and TIPWeb-IM for all asset classes in this project.
  - •   CPS is responsible to extract data from Oracle.

B.3.3   *Oracle Fixed Assets*
- o   HSS will develop a batch process capable of loading Oracle Fixed Assets datainto TIPWeb-IT and TIPWeb-IM for all asset classes in this project.
  - CPS is responsible to extract data from Oracle.
- o   HSS will develop a batch process capable of providing import files whichupdate asset status for the Oracle Fixed Assets module.
  - •   CPS is responsible for loading data into Oracle.

B.3.4   *Oracle PeopleSoft*
- o   HSS will develop a batch process capable of importing Oracle HR records toupdate personnel/staff in TIPWeb.
- o   CPS will be responsible for providing the data via an extraction from Oracle. HSS will manage the transformation and loading of HR/staff data.
  - •   CPS is responsible to extract data from Oracle.
  - •   CPS is responsible to transform extracted data into HSS load formats.

B.3.5   *Student Information System (SIS)*
- o   HSS will provide an interface which will add and update student data from CPS's current Student Information System (SIS) to TIPWeb-IT and TIPWeb IM. At minimum, this will include:
  - •   Students
  - •   Teachers
  - •   Course Roster
  - •   Schedules
- o   HSS will extract, transform and load the data.
- o   There is no additional cost.to integrate a new SIS system with HSS

B.3.6   *TechXL (Internal IT Asset Database)*
- o   Through the consulting services discovery process HSS will review and provide recommendations about how to create better efficiency of data movement between TechXL and TIPWeb-IT. During that process, the parties will collectively determine what automated data transfer is needed. Should this integration be performed the following assumptions will apply:
  - •   HSS will develop a batch process capable of updating records inTIPWeb,
- o   CPS will be responsible for providing the data via an extraction from TechXL.HSS will manage the transformation and loading of TechXL data.

Exhibit A-1
First Renewal
Scope of Services

B.3.7 IAMS (Internal Account Management System)

o Through the consulting services discovery process, HSS will review and provide recommendations about how to create better transparency with "one off" asset purchases. At that time CPS may decide to change purchasing policies and/or integrate IAMS with TIPWeb-IT. The current scope does not include an integrationwith IAMS.

B.4 Training

In addition to providing standard documentation and suppo11 materials for TIPWeb, HSS willdevelop CPS-specific training & support materials. HSS will also train CPS support staff and train CPS-designated trainers to facilitate District-wide training in support of the physical inventory reconciliation. A general description of HSS's training services is included within Appendix 4, which is attached and made a part of this SOW.

B.4.l Develop Support Training & Materials

o In the first year of the contract HSS will provide training/professional developmentwork split between consultation, training agenda/document creation, custom trainingcreation, video creation, web sessions, and onsite training for network leads.
Estimated volume is listed in the Pricing Guide and includes, at a minimum 10 websessions, and 6 days of onsite training. These are planned, but may be adjusted per CPS request. CPS can reallocate training hours at included rates listed within the Pricing Guide.
   • HSS will collaborate with CPS project managers and identified network trainers to develop a learning academy to take the district through the firstthree years of implementation.
   • HSS will provide a training plan based on goals and timelines.

o HSS will provide unlimited access to pre-recorded webcasts and generic (not CPS-specific) training videos to introduce TIPWeb applications to CPS. These will beaccessed via the support website made available to all users.

o HSS will provide a CPS customized RFID end user manual.

o HSS will provide a dedicated training website plus access to training materfa1ls inpdf format.

B.4.2 Facilitate District Training

o HSS will provide real-time district-wide webcasts to introduce the application toCPS users and stakeholders. This will be provided as follow-up on training for network leads and end users once they have been trained.
   • HSS will provide interactive webcast sessions.

   • The webcasts will provide a top level view of the respective applicationdemonstrating key areas of functionality.

o HSS will provide inventory coordinator orientation sessions
   • HSS will provide an overview of the application as it relates to data representation and applicationpersonalization

Exhibit A-1
First Renewal
Scope of Services

- o HSS will provide a train-the-trainer model where we will coach/train/educate one CPS trainer per Network, identified at CPS's discretion (up to 20 individuals)
  - CPS will supply the location as well as network connectivity.
  - HSS will provide training staff and materials to lead one district level training session.
  - As a part of the Train the Trainer module, HSS will provide training staff to:

    - Lead each of the identified CPS trainers through hands on session of the site/campus view of the application.
    - Lead each of the identified CPS trainers through hands on session of training strategies and methodologies and begin training practice
    - Lead and observe site/campus end user training sessions for each network

B.5 District-wide Physical Inventory

HSS will perform a District-wide inventory of assets (as defined below) to validate the accuracy of existing fixed assets/technology asset records; create/validate a master title list of instructional Materials; and identify/update records for assets that are found or missing. A general description of the inventory services that HSS shall provide is attached and made a part of this SOW as Appendix 5 and a timeline for the completion of the inventory is attached as Appendix 6.

R.5.1 Inventory Assumptions & Approach

- o **Inventory Planning and Preparation**
  - Before any inventory is started, the parties shall agree upon a StagingGuide that includes at least the following information:
    - "Instructional materials" shall be centralized in a maximum of 3rooms.
    - All doors and inventoried rooms must he unlocked
    - Carts should be unlocked and assets typically taken home by staff orstudents must be present for inventory to be performed
    - All assets should be unboxed.
  - Asset tags and RFID tags will either be provided by CPS or purchasedfrom HSS, per the price exhibit.
  - The Staging Guide will be updated and modified as agreed between theparties as appropriate, including after the Inventory Prototype that is described below.
- o **Inventory Reconciliation Scope**
  - HSS will provide trained resources to complete the inventory efforts,defined in this Agreement, across the District
    - As identified in the Pricing Guide, which is attached to and made apart of the Agreement as Exhibit B, inventory services shall be compensated on a per unit basis. The

Exhibit A-1
First Renewal
Scope of Services

District's current unit composition is defined as: 531 Campuses, 4 Central Office buildings,13 Network Offices, and 1 warehouse (total of549 locations).

- A campus is defined as the entirety of the school location including auxiliary buildings and temporary buildings/portables. A "campus" does not include warehouse storage facilities on school grounds usedfor district-wide storage.
  - o Warehouse storage facilities on school grounds used for district-wide storage shall be billed at as a separate campusunless otherwise agreed in advance by the CPS Project Manager. Work in any such facilities must be agreed to byboth CPS and Hayes.
  - o Any campus location housing two separate schools will beconsidered two campuses.
- CPS will provide an existing list of assets to be reconciled by HSS andincluded within TIPWeb
- HSS will not be tagging/labeling school door frames. Assets will be assigned to room numbers or location types when room numbers are notavailable.
- HSS will identify additional assets that are not in the original asset list, as defined in this Agreement, and will identify these "missing" assets in TIPWeb
- For "other assets" and technology assets HSS will attempt to reconcileagainst current inventory data that CPS may have

o **Requirements of HSS**

- HSS will visit or communicate with each school within 1-2 businessclays ahead of inventory schedule .to confirm site preparedness and complete a pre-inventory survey
- HSS Inventory Specialists will leverage mobile scanning devices toperform inventory reconciliation
- Each HSS inventory transaction will be associated to the InventorySpecialist who performed the inventory (for review and auditing)

o **Requirements of CPS/Schools**

- Schools will be accessible to the inventory teams between 7am and 10pm three-hundred sixty-five (365) days a year, including weekends and holidays. HSS may be required to notify CPS Safety & Security in advance when it intends to perform services at a school during the weekend and on CPS holidays.
- CPS will appoint a Point of Contact (POC) and a backup POC for eachbuilding.
- The POC will be on-site during the inventory and should complete an exitsurvey within 3 business days when the inventory is complete.
- Each school and building must follow the current Staging Guide that HSSshall provide.

o **Inventory Prototype**

Exhibit A-1
First Renewal
Scope of Services

- CPS will identify 6 initial 'prototype' schools to pilot the inventoryreconciliation process
    - The six schools will be comprised of 2 elementary, 2 middle(and/or elementary schools with a large 7th and 8th grade population) and 2 high schools
- The lessons learned from the initial 'prototype' schools will be applied to subsequent schools scheduled to be inventoried
- The assets in scope and the process for inventorying them are listed insections B.5.2, B.5.3, and B.5.4.

o **Scheduling**
- HSS and CPS will update the Inventory Timeline (Appendix 6) asnecessary to develop a comprehensive schedule to complete the inventories in phases by administrative Networks
    - o HSS and CPS will work to schedule locations in geographicclusters to improve logistics

B.5.2 *Instructional Materials (e.g. Textbook)*

. o "Instructional Materials" are defined as any book, instructional tool or support (including hard-cover books, workbooks and manuals) that a student or teacher may use in a particular class or program. The Instructional Materials may also include the following:
- Novels, manuals and workbooks designed to be annotated bystudents.
- Instructional support tools such as musical instruments, kits orgraphing calculators.

o Out-of Scope "Instructional Materials" include:
- Library books
- Dictionaries/thesauruses

o HSS and CPS will work together, utilizing/leveraging the "First 6" prototype, to create a "Title List" that will be a comprehensive list of all Instructional Materials that will be counted and/or barcoded. This list may evolve during the district-wide inventory process to account for materials not found in the prototype.

o HSS will perform Instructional Materials inventory services at the campuses and one warehouse. All other locations will be excluded from the inventory tagging project for instructional Materials. If a network office needs to be inventoried, it will count as a campus for billing/cost purposes.

o As part of its inventory services, HSS will provide and affix barcodes needed for Instructional Materials as follows.

- At the high schools and grades 7-8 in elementary schools, Instructional Materials will be barcoded with a single barcode
- HSS shall not be required to affix barcodes on any Math, Literacy, andScience textbooks.
- At the elementary schools (grades K-6), textbooks that are notmath, literacy, or science will be counted

Exhibit A-1
First Renewal
Scope of Services
but not barcoded.

- Assets must be removed from boxes prior to the inventory team arriving.
- Instructional Materials will be centrally located in no more than 3 locations on a campus.
- The following information will be collected:
    - Building Name/Site ID
    - ISBN
    - Title
    - Publisher
    - Grade (when available ON the material)
    - Material Type
    - Quantity
    - Inventory Date

B.5.3 Personal Items

o   A key component of the inventory project will be giving schools/staff the ability to affix a sign to each personal item that will notify the inventory staff that it is not District property.

o   If, for whatever reason, a personal item is added into inventory the school and District will have the ability to strike it from the data and out of the official inventory. HSS will aid the school in that process *to* ensure that the inventory data is accurate.

B.5.4 "Other" Assets

o   HSS will reconcile inventory for up to 350,000 "other assets" in accordance with pricing stated in the Pricing Guide

- Specifically included are:
    - Support tools for Students (hearing aids, SPED equipment, audiometers, etc.)
    - Vehicles
    - High value furniture, including tables, desks, and other items with a value of>$500.
    - Building and Facility Maintenance Equipment such as lawnmowers, floor scrubbers, and snow throwers
    - Fixtures, appliances and higher value equipment such as stoves, refrigerators, and lab equipment
    - Safety and Security Assets such as cameras, alarms, x-ray machines and metal detectors
    - Vocational Equipment (auto shop, cosmetology, trades shops, etc.)
    - CPS may add other categories at any time, which may incur an additional cost.
- The following data fields will be captured
    - Item Name
    - Manufacturer
    - Model Number
    - Item Type

Exhibit A-1
First Renewal
Scope of Services

- Serial
- Asset JD
- Status Description
- Building/Site ID
- Room number
- Room Type
- Inventory Date

B.5.5 Technology Assets (e.g, Computers)

o HSS will reconcile inventory for IT assets in accordance with the pricing included in the Pricing Guide.

  o 348,500 "IT Assets"

- The complete specific IT Asset types being inventoried are:
  o Desktops (approx. 101,000)
  o Laptops (approx.. 85,000)
  o Tablets (approx. 129,000)
  o Interactive Whiteboards (approx. 3,500)
  o AV equipment (up to 30,000)
  o Other technology assets as defined by CPS.

o All in-scope IT Asset types (listed above) will (or can if so desired) receive an RFID tag (as noted in B.5.6) if it does not already have a tag.

o The following data fields will be captured

- Item Name
- Manufacturer

- Model Number

- Item Type

- Serial

- Asset ID

- Status Description

- Building/Site ID

- Room number

- Room type

- Inventory Date

B.5.6 RFID Assumptions

- CPS will provide HSS with current and new RFID tag data including the EPCand Barcode correlation.
- HSS agrees to affix RFID tags to some "other assets" at no cost if thefollowing assumptions are true.
  o Regarding "Other Assets" we assume that RFID tags will <u>not</u> be placedon:
    - Support tools for Students (hearing aids, SPED equipment, audiometers, etc.)

Exhibit A-1
First Renewal
Scope of Services

- Vehicles
- Building and Facility Maintenance Equipment
- Furniture of less than $500 in value
- Safety and Security Assets
- Vocational Equipment (auto shop, cosmetology, trades shop's, etc.)
- The following asset types may receive new RFID tags:
  - Kitchen Equipment
  - Executive furniture with high value
- Assets with existing RFID tags will not be retagged.
  - o All RFID tags that arc provided by CPS and will be stored on rolls of 500and will require only the adhesive on them from the manufacturer.
  - o RFID tags must have humm1 readable and scanner readable standardizedbarcode font
  - o HSS will collect the pre-printed barcode identifier on each tag

B.5.7 *Inventory Scope Changes*

- **o Invoicing/ Billing**
  - Billing for inventory services will be on a monthly cycle based on campusinventories that have been completed for each inventory type.
  - The 531 campuses, 4 Central Office buildings, 13 Network Offices, and 1warehouse (total of 549 locations) identified in the RFP were used as the baseline.
  - Each campus/location shall be billed the same value as stated in thePricing Guide.
  - Locations completed by the last day of each calendar month shall be billed on the invoice dated that date.
  - If the number of locations to be inventoried are either greater or fewer than the number of campuses/locations listed above, the district will pay for only those locations that are inventoried, based on the tiered pricing structure in the Price Exhibit.
- **o Overage/ Cost Adjustments**

  There will be no changes for overage hours incurred for campuses stagedcorrectly (see assumptions below).
  - Overage hours would be billed at a rate of $28.50 per hour per personfor campuses that have not been staged according to the HSS StagingGuide, or campuses that have assets and/or textbooks stored in packaging or in unreachable locations requiring assistance to inventory and not being readily accessible.
  - In the event that a campus is not prepared and/or the inventory team is not given access to the campus for more than one hour after the scheduled arrival time there will be a $250 rescheduling cost. ·
    - Sec the Appendix 4-Pricing Guide guidelines around asset overage. CPS will be notified before any overages are incurredand be aware of potential risks

Exhibit A-1
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at all times.

- HSS will work with CPS to put policies and processes in place to reduce oreliminate the risk of project cost adjustments.

B.6   Change Request Procedures

During the course of the project, it is likely that work will need to deviate from this SOW. If CPS requests work that deviates from this SOW or if CPS agrees to a change suggested by HSS, then a formal process must be followed to review, approve and amend this SOW or toenter into additional statements of work. Any changes to the SOW must be agreed upon in writing by the authorized representative of CPS as defined in the Change Management Process section of the Agreement. Such changes may require the approval of the Board's General Counsel.

- A Project Change Request (PCR) and a PCR log numbering the PCR's and providing the date of the parties agreement for that change will document these requests. All properly executed Project Chm1ge Requests will be considered an addendum to this SOW. Any PCR that is not entered into in accordance with the terms of this Agreement shall not be binding, and the Board shall have no obligation to pay for any services rendered pursuant to said PCR.
- The parties may also agree to enter into additional written statements of worksetting forth additional detail regarding the Services to be provided under this Agreement

C.   Central Office Inventory

C.1 Executive Summary:

Chicago Public Schools is performing a comprehensive physical inventory of technology assets, in administrative locations throughout the district, outlined below. This inventory will provide a data update for all administrative areas in the district's central asset management system (TIPWeb-IT). The update will allow the district to maintain an effective asset management program for all included locations. The program will provide informed decision support for both short- and long-term strategic planning, budgeting, and forecasting of District hardware purchases and redeployment initiatives, in addition to minimizing the district's risks and costs associated with outdated or low-quality assets. Asset types to be included were provided via a phone call and are outlined below. The project management teams at Chicago Public Schools and Hayes Software Systems (HSS) will be working with ProBar to help facilitate and best support the inventory process. The preferred timeline for performing the IT asset inventory will start January 10, 2022.

C.2 Project Assumptions:

• ProBar will conduct an individual location inventory audit of all auditable offices/cubicles/classes/types located in the included physical building locations.

• ProBar will record asset details and affix a barcode or RFID label accordingly if the asset falls into one of the asset types listed (below) in-scope and is not currently recorded in inventory.

• CPS shall provide all barcode and RFID labels.

• ProBar assumes all warehouse cages excluded (e.g., Aramark) from the 2018 inventory are excluded in this upcoming inventory.

• CPS will prepare the warehouse in the same manner as 2018, including:

  o Recycling, auctioning, disposing of assets awaiting such disposition through proper procedure prior to inventory.

  o Signing all cages and columns.

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  o Ensuring adequate space is available in all cages to access and work with all inscope assets.

  o Ensuring all assets are reachable from the ground and do not require a ladder;

  o Ensuring someone from each department is available to provide immediate access and to assist with their perspective cages; and,

• Properly excluding technology assets with the "Do NOT Inventory" sign where necessary

• CPS will stage per the inventory team's Fixed Asset Preparation Guide.

• ProBar will not inventory assets that are currently packaged, boxed, or palletized.

• CPS will be responsible for the removal of tablet/laptop/Chromebook cases prior to the arrival of ProBar at each location.

• CPS will ensure all carts are unlocked prior to inventory.

• Central Offices must be inventoried concurrently in sequence and cannot be spaced out (e.g., cannot be 2 CO buildings in June, and 5 CO buildings in August), or pricing will increase.

• ProBar will be allowed to work any day of the week (Monday-Friday), as well as any hours between (7:00am-8:00pm).

• ProBar will have complete unobstructed access to all inventory areas including rooms/carts/closets. This can be coordinated with the district in various ways including master key sets, custodial staff assignments, and preparation by district staff, etc.

• CPS shall provide either 3 master keys or a minimum of 3 assigned custodians to work with ProBar to facilitate entry into locked rooms/areas. This is critical to both timeline/schedule adherence as well as quality control checkpoints.

  o CPS will ensure all administrative office cabinets are unlocked prior to scheduled timeslot. ProBar will not search for keys to locked cabinets at the time of inventory, nor will they make special trips to return for assets that were behind locked cabinets.

• Increased access to buildings beyond that stated above may facilitate the ability to complete the project before the defined completion date.

• ProBar will have the ability to work freely in all administrative locations for scheduled inventory days. This includes not needing to schedule with individual department contacts. CPS shall provide a single point of contact for each included physical location that can:

  o Communicate and disseminate scheduled timing of specific locations within each admin location to maximize staff presence and,

  o Facilitate access to all included areas of the building/location.

• Make-up Days – to allow staff to bring vehicles and technology assets that were not available at the time of the original inventory, ProBar will have team members at:

  o Coleman (technology assets AND vehicles) one person for one 8-hr day at the end of the inventory schedule; and,

  o CO Headquarters (technology assets ONLY) one person stationary throughout the inventory of the CO Headquarters and minimally available at a central location within CO Headquarters for two 8-hr days.

• ProBar shall deliver a final schedule for CPS approval. ProBar assumes the latitude to schedule by area within each location as was done in 2018.

• CPS and HSS will each designate a project manager that will serve as the primary point of contact. • CPS shall provide wi-fi access, as the inventory updates will occur

• CPS shall ensure wi-fi access works in all areas containing assets for inventory.

• Inventory will be completed outside of TIPWeb-IT and be reconciled after the on-site project has been completed. Data conversion will update assets in TIPWeb-IT.

• CPS shall provide a working space/room/area for ProBar at each building. The area should be able to hold up to 10 people concurrently, equipped with power for charging, enough space for the team to eat lunch, and can be locked to secure inventory hardware.

• CPS will reserve a single room to be consistently occupied by ProBar throughout several days while inventorying the CO Headquarters.

• CPS shall provide all location and department signage for all areas included in the inventory. 3

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o CPS shall clearly sign/label each room/cubicle/area with both department name and room/location (as currently found in TIPWeb IT) in both human and barcode readable formats.

o ProBar will use all CPS provided signage as accurate without verification.

o CPS shall determine their preferred business rule for areas/rooms/cubicles not signed prior to inventory. (Note: Close area signage options are subjective and will not be verified as correct by ProBar.) When signage is unavailable, ProBar shall:

> • Exclude those areas and assets from inventory;
>
> • Inventory those areas by subjectively using the closest proximity signage for department and room location; or;
>
> • Inventory those assets by subjectively using closest proximity department and a "holding/virtual" room within the building.

C.3 In Scope Technology Assets Included:

- Chromebooks
- Desktop PCs
- iPads
- Laptop PCs
- Non-Classroom Printers
- Smartboards
- Technology Carts
- Wall Mounted Television
- Security Equipment o METAL DETECTOR o SURVEILLANCE SYSTEM (i.e. the central controller/monitor) o X-RAY (BAGGAGE)

Other Assets Included:

- Large Air Purifiers (In the Madison location only, excludes all other administrative and warehouse locations)
- Vehicles
- Fridges (In the Madison location only, excludes all other administrative and warehouse locations)

Furniture Assets Included:

- Conference Room Tables
- Conference Room Chairs

C.4 IN SCOPE BUILDINGS:

#	Location Name	Address
1.	Loop- CO Headquarters	42 W Madison Street Chicago, IL 6062
2.	Garfield Park	2651 W Washington Blvd Chicago, IL 60612
3.	Bridgeport	501 W. 35th St. Chicago, IL 60616
4.	Colman	4655 S. Dearborn Chicago, IL 60609
5.	Warehouse (Single Technology Cage)	4720 S. St. Louis Chicago, IL 60632
6.	Western Office	11424 S. Western Chicago, IL 60643
7.	CPS Hanger @ Chicago Voc.	2100 E 87th St, Chicago, IL 60617
8.	EMC Emergency Management Center	1411. W. Madison, Chicago, IL 6062

Exhibit A-1
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C.5 GENERAL REQUIREMENTS- PHYSICAL INVENTORY

• Asset capture exceeding the project's defined In-Scope determinations, or delays caused by the District's inability to meet their project obligations, which serves to inhibit the ProBar inventory team from completing the project in the allotted timeframe, must be approved through the PCR process.

• All inventories must be explicitly scheduled, providing campuses ample notice for planning. In the event the inventory team is running ahead or behind schedule, all affected sites will be contacted accordingly to apply full transparency to any potential changes. The initial schedule and all revisions will be collected into Basecamp, the filesharing project management program used by HSS. A reasonable window for campuses to remain available to host the inventory teams is +/- one day, unless otherwise noted through advance communication

C.6 STAGING ASSUMPTIONS

Provided to THE DISTRICT

• The ProBar inventory team will not tag/inventory assets that are currently 'packaged,' 'boxed,' or 'palletized.' If a ProBar team member encounters such an asset the location will be documented for investigation by the district.

• THE DISTRICT will be responsible for the removal of tablet/laptop/Chromebook cases prior to the arrival of ProBar.

• Per the inventory announcement provided by ProBar, schools will be notified of preparation and guidelines for inventory staging.

C.7 DATA FIELDS CAPTURED

Data fields captured during the physical inventory process are outlined below:

- • Data Fields
  - o Building
  - o Department (as provided by barcode on CPS signs)
  - o Room location/ Room ID (as provided by barcode on CPS signs)
  - o Item Description
  - o Model*
  - o Manufacturer*
  - o Bar Code Number
  - o Serial Number*
  - o Date Data Modified

*ProBar will collect serial number, manufacture, and model number formation, if necessary, for in-scope assets requiring that level of data capture. The serial number, manufacturers and model number will be captured when readily available and not when covered by casing, mounted assets, or assets that could be potentially damaged by moving such as servers with wiring harnesses or docked laptops.

C.8 DATA REPORTS PROVIDED

ProBar will present all data collected to CPS via phone call and screenshare after data has been compiled. The ProBar project manager will walk CPS through all findings and how the data is broken up. Upon agreement of data, the project will be complete.

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Data reports will be delivered by ProBar no later than 4 weeks after the end of the project.

C.9 PROBAR PROJECT RESPONSIBILITIES

ProBar will assist both HSS and The District during the asset inventory process by meeting the requirements as outlined below, which includes providing the following resources necessary for performance for this project.

- ProBar will clearly define what is required in terms of access to personnel, facilities, systems, and resources in order to complete the work necessary for this project.
- ProBar will designate a project manager that will serve as the primary point-of contact to both HSS and The District.
- ProBar will ensure all sites visited during the inventory are left as they were – i.e., all trash picked up.
- ProBar Project Manager role includes:
  - o Coordinate with points of contact and serve as communication hub between District and team.
  - o Provide daily updates to The District and HSS throughout the duration of the inventory project. o Address any additional scope or changes to the original project features by working directly with HSS' project management team.
  - o Provide HSS and The District reasonable resolution timeframes once issues or roadblocks are identified
- ProBar will provide documents that explain correct tagging locations, types, general descriptions, and pictures for musical instruments to use as a reference during the inventory process.

C.10 THE DISTRICT PROJECT REQUIREMENTS

The District will assist both HSS and ProBar during the asset inventory process by meeting the requirements as outlined below, which includes providing the following resources necessary for performance.

- The District will provide access to personnel, facilities, systems, and resources in order to complete the work required for this project.
- The District will designate a project manager that will serve as the primary point-ofcontact to both HSS and ProBar. The project manager will remain available by cell phone throughout the entire project and will respond to calls or texts within one hour or less.
- The District will provide adequate campus/site facilities for any sessions or meetings that are required to take place on-site.
- The District will provide campus/site point-of-contacts (POCs) in order to help facilitate the work required for this project. POCs are responsible for responding immediately to any questions or concerns while the inventory team is at their site. Failure to respond in a timely manner creates bottlenecks in the inventory process, causing the team to fall behind creating delays in the schedule.
  - o The District will provide representatives at each campus to verify nomenclature for the items.

C.11 PROJECT EXECUTION: ON-SITE ACTIVITIES, LOGISTICS, AND COMMUNICATIONS

Actions
- ProBar – Inventory teams move from location to location according to the agreed upon schedule.
- The District – will provide access to all areas, carts, cabinets, and any location that assets may reside within the locations, according to the schedule.

Exhibit A-1
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Milestones
- The District
    - Locations
        - 1-2 campus/site POCs available to assist teams with location of assets.
        - Access to locations to where assets reside including, but not limited to, rooms, and IT carts.
        - Insight about the location of hidden, difficult-to-find assets, is to be provided upon request.

    - Skeleton/master keys provided upon request.
    - Exit Survey completed for each campus/site and reviewed with ProBar project manager in a timely manner.
- ProBar
    - Works through locations according to the schedule provided.
        - The schedule has been set up carefully in an effort to ensure ProBar is able to start and complete each school on the date shown. This schedule must be maintained in order to keep the project on schedule. Daily project updates will serve to inform all parties as to the accuracy of all districtlevel data provided.
        - It is ProBar's responsibility to inform both The District and HSS as to any level of inaccuracy with the data provided that has the potential to delay project completion within the agreed upon timeframe. ProBar will proactively address any concerns with The District directly whenever factors are present that are inhibiting ProBar's ability to perform their inventory duties in a precise and timely manner.

Constraints
- Access to sites and assets must be available - any access limitations to locations in the appropriate time windows will result in delays for the project

C.12 PROJECT TEAMS AND ROLES: DISTRICT PROJECT ROLES
- Project Owner – The most important role in the Project. This person has a clear understanding of district goals and objectives for the project and has authority to make binding decisions. They have access to the Executive Sponsor and the ability to mobilize district resources to achieve project goals. They have a vested interest in the success of the project and are responsible for outcomes. Ideally, they will benefit directly from project success. There are open communication channels between HSS and this individual allowing partnership to meet objectives.
- Executive Sponsor– The highest-ranking member involved with the project, in the department that is funding the project. The executive sponsor must have authority to make decisions and approve funding.
- Project Manager/Primary Point-of-Contact– Has a clear understanding of objectives and proposed use of TIPWeb-IT. He/she has authority to make tactical decisions about project 9 implementation, including configuration and data import decisions. He/she has a communication plan that includes reporting and escalation protocols so that Project Owners, Executive Sponsors, and Project Champions are not surprised by delays or decisions. He/she is responsible for coordinating resources, meetings, and communication, across the district, as required for project execution.

C.13 POINT OF CONTACT (POC)
District will work with the Inventory Vendor to assign one (1) point-of-contact (POC) at each site for scheduling and coordination purposes. HSS recommends that a backup POC be assigned whenever possible. Recommended POC candidates include those individuals who are especially knowledgeable

Exhibit A-1
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about the school's assets and their locations, such as: principals, asset liaisons, building or plant managers, and IT coordinators.

On the day of the inventory, the POCs will provide continual access to all rooms, storage areas, closets, and other locked areas. They need to meet the inventory team at the start of the inventory with the labeled site map, master keys, and access codes. The inventory team will spread throughout the site. Many doors and locations will need to be unlocked in rapid succession.
On the day of the inventory, the POC will do the following:

- Provide a list of major concentrations of assets & outliers.
  - o Administrative Areas
  - o Computer Labs
  - o Data Closets
  - o Auditoriums
  - o Outside Storage
  - o Vocational Buildings/Classrooms
  - o Kitchen Areas
  - o Centralized IT Carts
  - o Returned & Centralized Staff-Assigned Assets
- Unlock rooms, storage closets, storage cabinets, IT carts, server racks, etc… be ready to unlock doors and items the entire time the inventory team is on site.
- Identify "secured areas" and ensure access is permitted to each prior to leaving campus or site

Exhibit B-1
Compensation Amount
for
First Renewal Term

CPS - Hayes TIPWeb Renewal Contract Fees

New Fees for the Renewal

Application Software	List Price	Discount %	Renewal Fees
TIPWeb District License	$ 3,146.50	50%	$ 1,573.25
TIPWeb-IT (106 HS)	$ 85,144.50	45%	$ 46,829.48
TIPWeb-IT (425 Elem K-8)	$ 133,131.25	45%	$ 73,222.19
TIPWeb-IM (39 HS)	$ 39,000.00	20%	$ 31,200.00
TIPWeb-IM (36 Elem K-8)	$ 18,000.00	20%	$ 14,400.00
TIPWeb-RFID	$ 40,000.00		$ 40,000.00
Integration Maintenance	$ 15,000.00		$ 15,000.00
Subtotal A			$ 222,224.91

Hosting and Support Cost	List Price	Discount%	Renewal Fees
Original Support	$ 40,000.00		$ 40,000.00
Inventory Control Speciali:	$ 175,000.00		$ -
Subtotal A	$ 215,000.00		$ 40,000.00
			$ 262,224.91

Inventory Control Specialist (WillieDean) options:

	Hours	Rate	Total
Current - Full time	2080	$ 84.13	$ 175,000
Option A: 40 hours/week -New Rate: (to start 12/21)	2080	$68.99	$ 143,499
Option B: 30 hours/week	1560	$75	$ 117,000
Option C: 20 hours/week	1040	$80	$ 83,200
Option D: 10 hours/week	520	$95	$ 49,400
Option E: A la carte	Varies	$125	Varies

- For Options A-E, schedules will be set and agreed upon in advance, hours reported weekly, and costs invoiced monthly.
- Options/plans can be interchanged/switched with 30 days notice