



**AGREEMENT FOR BENCHMARK DATA SERVICES FOR
THE FACILITY, MAINTENANCE & OPERATIONS FUNCTIONS
relating to
PUBLIC SCHOOL DISTRICTS**

This Agreement for Benchmark Data Analysis Services relating to Public School Districts is made between the Benchmark4Excellence, LLC (B4E, LLC) and _____ (“District”).

The intent of this Agreement is to make expert analysis and comparison data available in 5 major operational areas to Public School Districts.

1. B4E, LLC agrees to provide for the delivery of benchmark data analysis services (the “Services”) to the District through a consulting agreement. Consultant shall:
 - a. perform a **comparative cost analysis** focusing on the following five major operational areas:
 - Custodial, Temperature Control, Building Maintenance, Water and Waste, and Grounds-keeping.
 - b. provide a **written report** which shall include:
 - an Executive Summary giving an overview of the study including basic methodology of analysis,
 - graphical representations of the District as compared to other districts included in the study of the 5 major areas, and
 - narratives identifying findings and potential cost saving opportunities based on the data analysis
 - c. provide a set of PowerPoint slides summarizing the findings included in the written report
 - d. Invite District representatives to a User-Group meeting for the subscribing districts.
2. The Public School District shall:
 - a. complete the provided “Data Submission Template” that requests basic information about the district
 - b. submit in electronic format (Excel spreadsheet) the district’s final 2008-2009 school year, facility related expenses
 - c. submit the districts code of accounts detailing facility expenses
4. The Services under this Agreement, and all obligations of the parties, subject thereto, shall begin in September of 2009 and shall end on August 31, 2010.
5. District shall pay to B4E, LLC a fee (“Fee”) for the services set out above in the amount of \$_____. One-half of the Fee is due 30 days from receiving an invoice from B4E, LLC at

the time the order is received. The other one-half is due 30 days after receiving an invoice from B4E, LLC after the final reports have been delivered to the District.

6. Consultant shall commence delivery of Services to District after receipt of:
 - a. A signed contract with the District, P.O. # and
 - b. notification and verification of a functioning email account and contact information for the District.
7. Nothing in this Agreement shall be construed to be a warranty of the Services by B4E, LLC, or to confer any liability on B4E, LLC that may result from the Services. In no event shall B4E, LLC be liable for any damages whatsoever arising from actions taken by the district.
8. Any claims between the parties under this Agreement shall first be discussed and negotiated. In the event that any claims are unresolved, both parties agree to seek resolution via arbitration.
9. No amendment, modification, or alteration of the terms hereof shall be binding unless reduced to writing, dated subsequent to the date hereof and duly executed by the parties. In the event any one or more of the provisions of this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Letter of Agreement:

Either party may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance written notice to the other party. District will be responsible for payment for services completed up to and including the date that B4E, LLC receives notice from the District of the intent to terminate the agreement.

PLEASE COMPLETE ALL INFORMATION BELOW

Superintendent Signature

Date

District

P.O. #

Amount on P.O.

Contact Person

Total Enrollment (Mid-Oct. of 2008)

Title

Phone Number

Email Address

Fax Number

6/1/09

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