

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH THE GORDIAN GROUP, INC TO LICENSE USE OF THE JOB ORDERING CONTRACTS SYSTEM AND TO PROVIDE CONSULTING SERVICES FOR THE BOARD'S JOB ORDER CONTRACT PROGRAM**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the second option to renew the agreement with The Gordian Group ("Gordian or Vendor") to license use of its proprietary Job Ordering Contract system, PROGEN, and provide consulting and project management services for the Board's Job Order Contract (JOC) program at a total cost for the option period not to exceed \$1,125,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

**VENDOR:**

- 1) Vendor # 63187  
THE GORDIAN GROUP, INC  
140 BRIDGES ROAD., SUITE E  
MAULDIN, SC 29662  
David L. Mahler  
864-233-9100

**USER INFORMATION :**

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Davis, Mr. Cory M.  
773-553-2960

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Taylor, Ms. Patricia L  
773-553-2960

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0923-PR4, as amended by Board Reports 09-1123-PR5 and 11-0427-PR5) is for a term commencing October 28, 2009 and ending October 27, 2011, with the Board having two options to renew for a period of 1 year each. This agreement was further renewed (authorized by Board Report 11-0928-PR5) for a term commencing October 28, 2011 and ending October 27, 2012. The original agreement was awarded on a non-competitive basis as it is the only Vendor providing the job ordering system.

**OPTION PERIOD:**

The term of this agreement is being renewed for 1 year commencing October 28, 2012 and ending October 27, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor shall license the PROGEN software, which includes the Task Catalogs for Construction, Survey, and Geotechnical. All catalogs are referred to collectively as "Task Catalogs". In addition, Vendor shall provide the following services:

**Program Support**

1. Provide strategic guidance to the Board's Department of Facilities staff, Program Management, Design Manager, Construction Manager, design team, architect and/or others as applicable.
2. Monitor program performance, as requested
3. Integrate successful experiences from other agencies using JOC.
4. Identify and consult on major program issues.
5. Provide guidance and interpretation on procedures.
6. Assist with interpretation of the various Task Catalogs including:
  - a. Resolve Task Order Catalog issues; and
  - b. Manage revisions to the various Task Order Catalogs
7. Conduct annual on-site reviews of the JOC Program
8. Prepare program evaluations, as requested.

**Procurement & Document Maintenance Support (On-Site)**

1. Provide assistance with modification to bid documents
2. Conduct research to identify recurring use of no-prepriced tasks.
3. Coordinate preparation of updated Task Order Catalogs.
4. Manage and coordinate preparation of updated Technical Specifications.
5. Assist with bidding new JOC contracts

**Training Support**

1. Prepare comprehensive JOC training Manual after each Contract award.
2. Conduct refresher training on procedures for current Owner (Board) and Contractor personnel.
3. Conduct JOC procedures training for new Owner and Contractor personnel
4. Provide hands-on-training for new Owners and Contractor personnel in the areas of :
  - a. Project scope development
  - b. Joint scope meetings
  - c. Project scope development.
  - d. Proposal development and preparation
  - e. Proposal review and variance resolution.
5. Conduct PROGEN software training including:
  - a. Provide on -site PROGEN assistance for the OWNER as needed or requested
  - b. Provide refresher training for current Owner and Contractor personnel
  - c. Provide on -site/Internet based training for new release for PROGEN
  - d. Provide on-site/Internet based training for all new Owner employees
  - e. Provide Internet based training for new Contractor employees and new contractors.

**Software License, Maintenance and Support**

1. Provide PROGEN software license and technical support, including:
  - a. Set-up PROGEN access for new Owner and Contractor personnel.
  - b. Set-up PROGEN access for new Contractors
  - c. Provide system support in connection with PROGEN

2. Provide all new releases of PROGEN software
3. Write, test and finalize modifications to existing PROGEN report, as requested.
4. Write, test and finalize new PROGEN reports, as requested
5. Provide toll free 24/7 telephone support for PROGEN software.

**PROJECT MANAGEMENT (PM)/JOB ORDER PROCUREMENT SERVICES:** Upon the Board's request, Vendor shall provide one or more of the following project management/job order procurement services based on hourly fees as listed in the agreement.

**Project Management/Job Order Procurement Services**

1. Determine if a project is an acceptable candidate for JOC
2. Establish and create a project file at the inception of a project
3. Conduct a joint Scope Meeting with Owner staff, JOC Contractor(s), program manager, design manager, construction manager and architect or engineer, as applicable.
4. Define and document the Detailed Scope of Work appropriate for the work.
5. Assist with resolving issues when project plans and actual conditions vary.
6. Obtain Owner approval of the Detailed Scope of Work
7. Assist with issuance of Request for Proposal to the JOC Contractor.
8. Review and evaluate the Proposal to the JOC Contractor
9. Direct the JOC Contractor to revise the Proposal, as necessary
10. Finalize the Job Order amount with JOC Contractor
11. Review and approve all submissions by the JOC Contractor pertaining to the Job Order, including submittals, shop drawings, permits, etc.
12. Obtain Owner authorization, approval and budget account information.

**DELIVERABLES:**

Vendor will continue to provide following:

1. Prepare program evaluation, as requested.
2. Provide CCI index calculations for new adjustment factors to the JOC Contracts.
3. Conduct informational seminars for local groups, as requested.
4. Procurement and Documents Maintenance Support (Off-Site)
  - A. Develop and enhance the various Task Catalogs including:
    - i) Maintain the integrity of the CSI numbering system;
    - ii) Improve task descriptions;
    - iii) Develop new tasks based on anticipated work that is to be performed; and
    - vii) Publish the various Task Catalogs for additional solicitations
  - B. Develop and enhance the Technical Specifications including:
    - i) Develop new specifications for recurring non-practices, standards and materials;
    - ii) Incorporate current construction practices, standards and materials and
    - iii) Publish Technical Specifications for additional solicitations.

**OUTCOMES:**

Vendor's services will result in increased efficiency in the Board's implementation of the JOC program and will assure accurate and reduced cost high quality in the execution of the work under Job Order Contracts.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: a license fee of 2.25% of the value of work ordered through the JOC Program up to and including \$10,000,000; 2.02% of the value of work ordered through the JOC program in excess of \$10,000,000; hourly rates for Services and Project Management Services as specified in the renewal agreement; and reimbursable project management expenses. The total maximum compensation for this option period, inclusive of any reimbursable project management expenses, shall not exceed \$1,125,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Operating Officer the execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Based upon review of the vendor's compliance with the M/WBE goals, this contract is in compliance with the participation goals of 13.5% MBE and 2% WBE that are required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts.

The vendor has identified the following firms:

Metro Chicago Development  
8936 S. Richard  
Evergreen Park, IL 60805  
Contact: Dwayne Pierre-Antoine

Print Express  
311 S. Wacker Drive  
Chicago, IL 60606  
Contact: Trupti Kudavia

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Operations: \$1,125,000  
Source of Funds: Capital

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge 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.

Conflicts - The agreement shall not be 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 during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

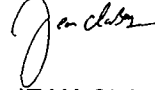
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



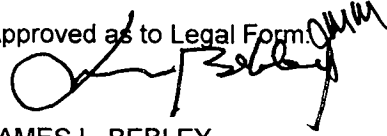
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



JEAN-CLAUDE BRIZARD  
Chief Executive Officer

Approved as to Legal Form.



JAMES L. BEBLEY  
General Counsel