

**AUTHORIZE A NEW AGREEMENT WITH THE GORDIAN GROUP FOR MANAGEMENT AND SOFTWARE FOR JOB ORDER CONTRACT CONTRACTING SERVICES**

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

Authorize a new agreement with The Gordian Group, Inc. to provide management and software for Job Order Contract construction services to the Department of Facilities at a cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 14-250042

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

**VENDOR:**

- 1) Vendor # 63187  
THE GORDIAN GROUP, INC  
140 BRIDGES ROAD., SUITE E  
MAULDIN, SC 29662  
Ammon Leshner  
800 874-2291

**USER INFORMATION :**

Contact:  
11860 - Facility Operations & Maintenance  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Taylor, Ms. Patricia L  
  
773-553-2960

**TERM:**

The term of this agreement shall commence on May 1, 2015 and shall end April 30, 2018. This agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendor will provide a unit price catalogue and proprietary software (eGordian) that set market-based, pre-established unit labor/materials prices, which are used by CPS JOC contractors for capital construction projects (JOC Projects) due to short timelines for construction. The service provided by Gordian will include: unlimited access to and support for Gordian's unit price catalogue and eGordian

software; review of JOC proposals and change orders for accuracy; training for CPS staff, consultants, and contractors; provision of a customized construction task catalog for recurring non-prepriced tasks; and development of new specifications for recurring non-prepriced tasks.

**DELIVERABLES:**

The Vendor will provide a unit price catalogue, reports, training, software and management services for JOC projects. Vendor will also provide assistance in reviewing and approving proposals in their eGordian software to ensure that CPS is getting the best value and accurate proposals from the contractors. Vendor will also provide licenses for their proprietary software.

**OUTCOMES:**

Vendor's services will result in the Board being able to award JOC projects in a timely manner.

**COMPENSATION:**

Vendor shall be paid as set forth in their agreement; Total not to exceed \$5,000,000 for the three (3) year term.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Construction Contracts (M/WBE Program) the participation goals for this contract will be monitored on a quarterly basis. The goals for this contract are 10% MBE and 2% WBE and the vendor has scheduled the following firms.

**Total MBE: 10%**

Metro Chicago Department  
P.O. Box 20235  
Chicago, IL 60620

**Total WBE: 2%**

The Travel Gallery, Inc.  
6571 N. Avondale Ave.  
Chicago, IL 60631

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various Capital Funds  
Parent Unit Number: 11800  
FY15, FY16, FY17, AND FY18 , not to exceed \$5,000,000  
Future year funding is contingent upon budget appropriation and approval.

**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:



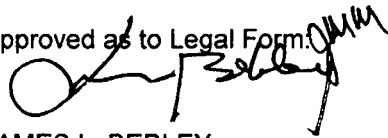
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel