

AMEND BOARD REPORT 17-0125-PR7
AUTHORIZE A NEW AGREEMENT WITH E-BUILDER, INC. FOR CONSTRUCTION MANAGEMENT SOFTWARE AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with e-Builder, Inc. to provide construction management software and related services to the Department of Facilities at an estimated annual 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.

This September 2018 amendment is necessary to increase the compensation amount by \$1 million due to the significant spend increase for the CPS Capital Improvement Program (CIP) from the time the original contract was scoped. The original contract was based on a capital program of approximately \$175M. The program for FY19 is now set at \$989M. Additional services will include developing additional e-Builder system functionality, additional training and a dedicated technical resource. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Barnes, Miss Allison V / 773-553-2280

VENDOR:

- 1) Vendor # 17301
e-BUILDER, INC
1800 NW 69TH AVE STE 201
PLANTATION, FL 33313
Jeanne Prayther
954 513-3105

Ownership: Jonathan Antevy - 48.47% And
Ron Antevy - 48.47%

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end thirty-six (36) months thereafter. This agreement shall have three (3) 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 implement a Commercial Off the Shelf (COTS) Capital Construction Management System for the Capital Construction Improvement Program (CIP). Vendor's software system will provide document management and automated workflow systems. Configuration, implementation, and migration of new web-based program management system will be accessible from the field.

DELIVERABLES:

Vendor will provide a complete software application that houses capital planning, cost management and controls, process automation, report and dashboards, scheduling, document management, and bid management in one integrated suite.

OUTCOMES:

Vendor's services will enable the Board to be on a standard construction management system allowing better project cost comparison with the CTA, CHA and the Chicago Water Reclamation District, enabling the sister agencies to share best practices. CPS will take the lead to develop frame work for a sister agency user group.

COMPENSATION:

Vendor shall be paid as specified in their agreement. Estimated annual costs for the three (3) year term are set forth below, which amounts are inclusive of all reimbursable expenses:

\$920,000 FY17-18 \$265,000 FY 18-19 \$915,000 FY19 \$265,000 FY 19-20 \$615,000 FY20

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for travel expenses and other expenses as listed in the contract. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program of Minority and Women Business Enterprise Participation (M/WBE Program) in Goods and Services contracts, the goal to be applied for this contract is 10% MBE. Although, software is typically exempt, the 10% goal will be applied towards the training and maintenance components of the contract.

Total MBE: 10%
Clarity Partners, LLC
20 N. Clark St., Ste. 3600
Chicago, IL 60602
Ownership: David C. Namkung

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Capital Funds
Department of Facilities, Unit Number 11860
~~\$920,000 FY17-18~~ ~~FY18~~
~~\$265,000 FY 18-19~~ ~~\$915,000~~ ~~FY19~~
~~\$265,000 FY 19-20~~ ~~\$615,000~~ ~~FY20~~
Not to exceed ~~\$1,450,000~~ \$2,450,000 for the three (3) year term.
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:



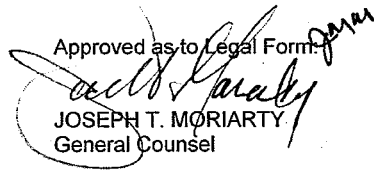
JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form:


JOSEPH T. MORIARTY
General Counsel