

AUTHORIZE NEW AGREEMENTS WITH FACILITY OPTIMIZATION SOLUTIONS, LLC AND THE GORDIAN GROUP, INC. FOR UNIT PRICING CONSTRUCTION MANAGEMENT SERVICES

THE INTERIM SUPERINTENDENT/CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Facility Optimization Solutions, LLC and The Gordian Group, Inc. to provide Unit Pricing Construction Management Services to the Department of Capital Planning and Construction at an estimated annual cost set forth in the Financial Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by Vendors and no payment shall be made to Vendors 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 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 24-722

Contract Administrator : Yi, Ann / 773-553-2280

VENDOR:

- 1) Vendor # 95096
FACILITY OPTIMIZATION SOLUTIONS,
LLC
50 FOUNTAIN PLAZA
BUFFALO, NY 14202

Joseph Cassata
716 774-3258

Ownership: Limited Liability Company; The
Cannon Corporation 100%
- 2) Vendor # 63187
THE GORDIAN GROUP, INC.
30 PATEWOOD DRIVE
GREENVILLE, SC 29615

Michael Judd
800 874-2291

Ownership: For Profit Corporation; TGG Sub
Inc. 100%

USER INFORMATION :

Project
Manager: 11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Dye, Venguanette

773-553-2960

PM Contact:
11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Hansen, Ivan

773-553-2960

TERM:

The term of this agreement shall commence on April 1, 2026 and shall end on March 31, 2029. The agreement shall automatically renew for two (2) successive periods of two (2) years each. Each Renewal Term shall be the Board's option. The Board may elect, with or without cause, to not exercise any Renewal Term by notifying the Vendor in writing prior to the expiration of the active term. This notice of non-renewal will be effective upon the conclusion of the active term. Both the Term and any Renewal Term are subject to earlier termination as otherwise provided for by this Agreement.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will continue to provide unit price catalogs and proprietary software that set market-based, pre-established unit labor and materials prices, which are used by contracted job order contract ("JOC") contractors for construction projects. Services provided by the vendors include but are not limited to: unlimited access to and support for unit price catalogs and software; review of JOC proposals and change orders for accuracy; training for CPS staff, consultants, and contractors; customized construction task catalogs for recurring non-prepriced tasks; and development of new specifications for recurring non-prepriced tasks.

DELIVERABLES:

Vendor will provide unit price catalogs, reports, training, unlimited access to proprietary software, and management services for JOC projects. Vendors will also provide assistance in reviewing and approving JOC proposals in their software systems.

OUTCOMES:

Vendor services will result in the Board being able to award JOC projects in a timely manner, particularly emergency and urgent projects. Vendor review and approval services will ensure that the district receives the best value and accurate proposals from the JOC contractors.

REIMBURSABLE EXPENSES:

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. Authorize the President and Secretary to execute the agreement. Authorize the Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

BUSINESS ENTERPRISE PARTICIPATION:

Pursuant to the Remedial Policy for Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) participation in Goods and Services contracts. The MBE and WBE Policy, the contract is an excluded transaction pursuant to the Goods and Services Policy, for the aspirational goals of 30% MBE and 7% WBE. This agreement is for proprietary Information Technology Software license and/or patented Technological Equipment.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various funds, Unit 12150 - Capital/Operations

Initial Term

FY26 - \$1,000,000

FY27 - \$3,000,000

FY28 - \$3,000,000

FY29 - \$2,000,000

Not to exceed \$9,000,000 for the Initial three (3) year term.

First Renewal Term

FY29 - \$1,000,000

FY30 - \$3,000,000

FY31 - \$2,000,000

Not to exceed \$6,000,000 for the two (2) year First Year Renewal term.

Second Renewal Term

FY31 - \$1,000,000

FY32 - \$3,000,000

FY33 - \$2,000,000

Not to exceed \$6,000,000 for the two (2) year Second Renewal term.

Approved Category Codes for this Board Report

912.00000 - Construction Services - General Contracting and JOC

912.00001 - Construction Services - Project/Program Management

918.31000 - Construction Consulting

Category Codes may be modified by the Chief Procurement Officer as needed to support the Scope of Services

GENERAL CONDITIONS:

The agreement shall contain general conditions including but not limited to the following: Inspector General provision, in accordance with 105 ILCS 5/34-13.1; Conflicts provision, in accordance with 105 ILCS 5/34-21.3; Indebtedness provision, in accordance with the Board's Indebtedness Policy adopted June 26, 1996 pursuant to Board Report 96-0626-PO3; Ethics provision, in accordance with the Board's Ethics Code as amended; and, Contingent Liability provision.

Approved for Consideration:



PATRICIA HERNANDEZ
Chief Procurement Officer

Approved:



MACQUILINE KING, Ed.D
Interim Superintendent/Chief Executive Officer

Approved:



ELIZABETH K. BARTON
Acting General Counsel