

PROFESSIONAL SERVICES AGREEMENT

Contract #11-28-043

For

Job Order Contracting (JOC) Consultant Services

BETWEEN



COOK COUNTY GOVERNMENT

COUNTY WIDE

AND

THE GORDIAN GROUP, INC.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 14 2012

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PROFESSIONAL SERVICES AGREEMENT

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Exhibit 4	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois, hereinafter referred to as "County" and The Gordian Group, Inc., doing business as a(an) Corporation of the State of Georgia herein after referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 14 day of MAY, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Job Order Contract (JOC) Consultant. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief of Procurement Officer**" means the Purchasing Agent for the County of Cook and any representative duly authorized in writing to act on her behalf.

"**County**" means Cook County

"**Purchasing Agent**" see Chief of Procurement Officer

"**Department**" means the Cook County Using Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits and EDS & Forms

The following are made part of this Agreement:

Section	Economic Disclosure Statement (EDS) & Forms
Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 10.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key

person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance to Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.f (i)(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3 f(i)(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or

such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any

claims arising out of or incident to the performance or nonperformance of this Agreement by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance here under shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Agreement (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of this Agreement, Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

This Article 3(h) is not applicable to the proprietary information described in the "JOC System License" below.

JOC System License:

The Gordian Group hereby grants to Cook County, and Cook County hereby accepts from The Gordian Group for the term of this Agreement, a non-exclusive right, privilege and license to The Gordian Group's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the Cook County Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, The Gordian Group's eGoridan[®] software and support documentation, Construction Task Catalog[®] (also commonly referred to as a unit price book), training materials and other proprietary materials provided by The Gordian Group. The parties further agree that Proprietary Information shall not be classified as "work product or

product created as a result of the performance of this Agreement” as describe in Article 3.h. of this Agreement. In the even this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Cook County shall return to The Gordian Group all Proprietary Information in Cook County’s possession.

Cook County acknowledges that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of The Gordian Group. Cook County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of The Gordian Group in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Cook County, subject to federal and state laws related to public records disclosure.

Upon the expiration or termination of this Agreement as provided herein, The Gordian Group shall provide Cook County with a copy of all data generated by Cook County in form accessible by a standard database program, such as Microsoft Access.

Cook County shall be authorized to distribute Proprietary Information to the JOC construction contractors awarded contracts through the Cook County JOC program provided Cook County includes a license in the JOC construction contracts similar in form to this JOC System License.

In the event of conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreements or any purchase order or similar purchasing document issued by Cook County, this JOC System License shall take precedence.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Agreement. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Agreement documents, such licenses shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined,

Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under this Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to this Agreement, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under this Agreement.

In the event the Consultant receives payment under this Agreement, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is

included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of this Agreement. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of this Agreement, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of this Agreement. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of this Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or her designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues for a period of three (3) years or until this Agreement is terminated in accordance with its terms, whichever occurs first. In the event the contract amount specified on the signature page is expended prior to the expiration of this Agreement, the County shall have the option of increasing the contract amount or this Agreement shall automatically terminate.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 11.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be

set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Agreement, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

g) Prompt Payment

- A) Consultant(s) are required to pay all Subconsultant(s), both M/WBE and non-M/WBE, for all work which the Subconsultant has satisfactorily completed, no later than seven (7) days after the prime Consultant received payment from the Authority.

- B) In addition, all retainage amounts must be returned by the prime Consultants to the Subconsultant no later than fourteen (14) business days after the Subconsultant has satisfactorily completed its portion of the contract work, including punch list items.
- C) A delay in or postponement of payment to the Subconsultant requires good cause and prior written approval of the Chief Procurement Officer.
- D) All Consultant(s) are required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) The Authority will not reimburse Consultant(s) for work performed unless and until the prime Consultant ensures that the Subconsultant(s) are promptly paid of the work they have performed to date as evidenced by the filing with the Authority of lien waivers and canceled checks.
- F) The Authority will consider failure to comply with these prompt payment requirements a contract violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

ARTICLE 6) DISPUTES

Any dispute arising under this Agreement between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in this Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

The Consultant shall include language in the JOC contract General Conditions and Bid Documents the Consultant prepares for the County that will allow the County to utilize multiple funding sources in their JOC construction contracts, including Federal, State and Local funding,

ARTICLE 8) SPECIAL CONDITIONS FOR FEDERAL ASSISTED AGREEMENTS

a) Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Consultant agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived there from.

b) False or Fraudulent Statements and Claims

(1) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

c) Federal Interest in Patents

(1) **General.** If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.

(2) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any subconsultant at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

d) Federal Interest in Data and Copyrights

(1) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal

Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Consultant purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Consultant will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

e) Records and Audits

Consultant will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for

the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Consultant to make such delivery, then and in that event, the Consultant will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off.

The Consultant will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

f) Environmental Requirements

The Consultant recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Consultant also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Consultant agrees to adhere to, and impose on its subconsultants, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

(1) Environmental Protection. The Consultant agrees to comply with the applicable

requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Consultant agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Consultant further agrees to report and require each subconsultant at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each subconsultant at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

(6) Energy Policy and Conservation Act

To the extent applicable, Consultant must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

g) No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

h) Cargo Preference-Use of United States Flag Vessels

The Consultant agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

i) Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Consultants and subconsultants at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

j) Buy America

To the extent applicable, Consultant must comply with 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, and include clauses requiring its Subcontractors to comply with the requirements of 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, in all of Consultant's subcontracts with its Subcontractors.

k) No Federal Government Obligations to Third Parties

The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any consultant or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

l) Allowable Costs

Notwithstanding any compensation provision to the contrary, the Consultant's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Consultant has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Consultant and, if no future payments are due or if future payments are less than such excess, the Consultant will promptly refund the amount of the excess payments to the County.

m) Trade Restrictions

Consultant certifies that neither it nor any Subconsultant:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. Consultant may rely on the certification of a prospective Subconsultant unless it has knowledge that the certification is erroneous. Consultant will provide immediate written notice to the County if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subconsultant must agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary

course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

n) Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Consultant's receipt of such notice, Consultant will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Consultant will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Consultant's default and it is determined that the Consultant did not default, the termination will be deemed to have been effected hereunder.

o) Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Consultant agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Consultant agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards

Act, as amended, 40 U.S.C. § 333, the consultant agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

p) Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

q) Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

r) Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and

regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

s) Visual Rights Act Waiver

The Consultant/Consultant waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Consultant represents and warrants that the Consultant/Consultant has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subconsultants, if any.

t) Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

u) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each consultant or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

v) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

w) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

x) Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

y) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

z) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

aa) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. Consultants with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

bb) Excluded Parties List System

Consultant warrants and represents that it has checked the Federal Excluded Parties List System ("EPLS"), and has required its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Agreement. Consultant agrees that it will check the EPLS, and require its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Agreement. Consultant agrees, and shall require its Subcontractors to agree, that any "person" as defined in 49 CFR 29.985 who is excluded pursuant to 49 CFR Part 29 shall not provide any Work, products or services under this Agreement.

The EPLS can be searched at the following web address: <http://www.epls.gov>

ARTICLE 9) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in

the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information. If the County, by the Chief Procurement Officer in her reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 10) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

- (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other agreements.
- (iv) Failure to comply with Section 9.1 in the performance of the Agreement.
- (v) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice.

The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 10.b and Article 12, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 10a and 10b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 12. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the

notice is considered received as provided under Article 12 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 10a and 10b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 10c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 10c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 10b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 11) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the certifications, exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations,

promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may from time to time during the term of this Agreement make modifications and amendments to this Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in an additional 10% of the contract amount or greater or which extend the term of this Agreement by one year or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than 10% of the contract amount or which do not extend the term of this Agreement by more than one year may only be made with the written approval of

the Chief Procurement Officer.

The County may need the Consultant to perform work on a project relating to this Agreement prior to agreement being reached as to whether the consultant is entitled to compensation and/or the amount of compensation. In such event, the Chief Procurement Officer may direct the Consultant to perform the work through a Directive Order. The Consultant shall proceed to perform the requested services as described in the Directive Order. Any failure by the Consultant to proceed promptly as directed shall constitute an event of default. However, if the Consultant believes it is entitled to compensation for such work, the Consultant may seek resolution of any disagreement concerning an adjustment to the contract price or contract time that is not resolved by the execution of a modification/amendment by following the procedure as set forth in Article 6, Disputes.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 11.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government (“Agency”) may purchase goods or services under this contract through either of the following joint purchasing options:

Option 1 –Ordering Work from the County’s JOC Construction Contracts

An Agency may utilize the Consultant’s services under this Agreement and the services of a JOC construction contractor (“Contractor”) awarded a contract by the County. In the event an Agency elects this Option 1, the Agency shall pay the County an administrative fee (“Administrative Fee”) equal to one percent (1%) of the value of the purchase order or similar purchasing document (“Purchase Order”) the Agency issues to the Contractor. The Administrative Fee shall be included in the Price Proposal submitted to the Agency by the Contractor and upon issuance of each Purchase Order, the Agency shall provide the Consultant with a copy of the Purchase Order. The Consultant shall perform the following duties and responsibilities to collect and remit the Administrative Fee to the County:

- The Consultant shall perform its functions for collecting the Administrative Fee through its wholly owned subsidiary EZIQC, LLC, which was formed to segregate Gordian’s ezIQC® cooperative (joint purchasing) program activities from its other business activities.
- The Consultant shall invoice the Contractor for the Consultant’s 5.00%Service Fee specified in Exhibit 2, Schedule of Compensation, and the County’s 1%Administrative Fee upon completion of the construction related to each Purchase Order.
- The Consultant shall perform collection follow-up functions and advise the County of any collection concerns.
- The Consultant shall receive and deposit the Administrative Fee into its EZIQC, LLC cooperative program bank account.
- The Consultant shall remit to the County the Administrative Fee received during each calendar month within fifteen (15) days following the end of the calendar month.
- The Consultant shall provide a report to the County with each payment identifying the Agency that ordered the work, the name of the Contractor that performed the work, the value of the work completed and a calculation of the Administrative Fees being remitted.

Option 2 – Implementation of an Independent JOC Program

An Agency may utilize the services of the Consultant under this Agreement to implement an

independent JOC program (“Independent JOC Program”) provided the Agency commits to procuring a minimum of \$3 million in construction through the JOC program annually. An Independent JOC Program is defined as a program that requires the Consultant to prepare Agency specific JOC contract documents (i.e., General Conditions and Bid Documents, Construction Task Catalog[®] and Technical Specifications), prepare Agency specific Execution Procedures, procure Agency specific JOC construction contractors, provide access to PROGEN[®]/eGordian[®] for Agency specific staff and JOC construction contractors, or train Agency specific staff and JOC construction contractors.

In the event an Agency elects this Option 2 and commits to the \$3 million requirement, the Consultant shall pay the County an Administrative Fee equal to one percent (1%) of the Service Fee the Agency pays the Consultant. The Consultant shall perform the following duties and responsibilities to pay and remit the Administrative Fee to the County:

- The Consultant shall invoice the Agency for the Consultant’s 5.05% Service Fee specified in Exhibit 2, Schedule of Compensation, when the Agency issues a Purchase Order to a JOC construction contractor.
- The Consultant shall remit to the County an Administrative Fee equal to one percent (1%) of all payments received from an Agency during each calendar month within fifteen (15) days following the end of the calendar month.
- The Consultant shall provide a report to the County with each payment identifying the Agency that ordered the work and a calculation of the Administrative Fee being remitted.

ARTICLE 12) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: COOK COUNTY
Office of the Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Attention: Chief Procurement Officer
(Include County Contract Number on all notices)

If to Consultant: The Gordian Group, Inc.
140 Bridges Road, Ste E
Mauldin, South Carolina, 29662

Attention: David Mahler, Vice President

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 12. Notices delivered by mail are considered received three days after mailing in accordance with this Article 12. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 13) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Required Disclosures (Lobby, Local Business Preference, Child Support, Real Estate Ownership)	EDS 6, 7
	Cook County Affidavit of Child Support Obligations	EDS 8
	Cook County Disclosure of Ownership Interest Statement	EDS 9, 10
	Familial Relationship Disclosure Provision	EDS 11, 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Debarments and Lobby Certification Pages	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : Cook County JOC Program

State of South Carolina

County (City) of Greenville

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

The Gordian Group, Inc.
Name of Prime Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Contractor. If prime Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime Contractor is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE SubContractors. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: Shree Ganesha, Inc. DBA Print Xpress (Indirect)

Address: 311 South Wacker Drive, Chicago, IL 60606-6627

Contact Person: Trupti Kuvadia Phone: 312-408-1080

Dollar Amount of Participation \$ 3,000.00/year

Percent Amount of Participation: *Unknown %

2. Name of MBE/WBE: Inter-City Supply Co., Inc. (Indirect)

Address: 8830 S. Dobson Avenue, Chicago, IL 60619

Contact Person: Jackie B. Dyess Phone: 773-221-7270

Dollar Amount of Participation \$ 2,000.00/year

Percent Amount of Participation: *Unknown %

3. Name of MBE/WBE: BPC aka Bren Products Company (Indirect)

Address: 437 E. 103rd Street, Chicago, IL 60628

*Unknown - contract amount based on a percentage of construction volume ordered.

Contact Person: Rochelle Gary Phone: 773-568-9900

Dollar Amount of Participation \$ 2,000.00/year

Percent Amount of Participation: *Unknown %

4. Name of MBE/WBE: Autumn Construction Company (Indirect)

Address: 1400 East Touhy Avenue, Suite #477, Des Plaines, IL 60018

Contact Person: Susan Nelson Phone: 630-588-9585

Dollar Amount of Participation \$ 80,000.00/year

Percent Amount of Participation: *Unknown %

5. Name of MBE/WBE: Metro Chicago Development (Indirect)

Address: 8936 S. Richmond, Evergreen Park, IL 60805

Contact Person: Dwayne Pierre-Antoine Phone: 708-932-6000

Dollar Amount of Participation \$ 150,000.00/year

Percent Amount of Participation: *Unknown %

6. Name of MBE/WBE: CorpTrav - Worldwide Headquarters (Indirect)

Address: 450 E. 22nd Street, Lombard, IL 60805

Contact Person: Jane Batio Phone: 630-691-9100

Dollar Amount of Participation \$ 15,000.00/year

Percent Amount of Participation: *Unknown %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

*Unknown - contract amount based on a percentage of construction volume ordered.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
Inter City Supply Co., Inc.	\$ 2,000.00	*Unknown %
BPC aka Bren Products Co.	\$ 2,000.00	*Unknown %
Metro-Chicago Development	\$ 150,000.00	*Unknown %
	\$	%
	\$	%
Total MBE Participation:	\$ 154,000.00	*Unknown %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
Shree Ganesha, Inc. DBA Print Xpress	\$ 3,000.00	*Unknown %
Autumn Construction Company	\$ 80,000.00	*Unknown %
CorpTrav Worldwide Headquarters	\$ 15,000.00	*Unknown %
	\$	%
	\$	%
Total WBE Participation:	\$ 98,000.00	*Unknown %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name David L. Mahler Phone Number: 800-874-2291

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

David L. Mahler

Signature of Affiant (Date)

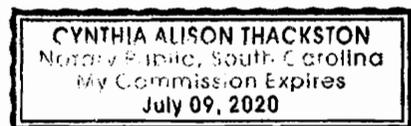
State of South Carolina
County of Greenville

This instrument was acknowledged before me on March 15, 2012 (date)
by David L. Mahler (name /s of person/s)
as Vice President of Finance (type of authority, e.g., officer, trustee, etc.)
of The Guardian Group, Inc. (name of party on behalf of whom
instrument was executed).

(Seal)

Cynthia Alison Thackston
Signature of Notary Public

*Unknown - contract amount based on a percentage of construction volume ordered.



Cook County Government
Letter of Intent

M/WBE Firm: Shree Ganesha, Inc. DBA
Print Xpress
Address: 311 South Wacker Drive
City/State: Chicago, IL Zip: 60606-6627
Phone: 312-408-1080 Fax: 312-408-1079
Email: _____

Certifying Agency: The City of Chicago
Certification Expiration Date: June 1, 2012
FEIN #: 26-1698737
Contact Person: Trupti Kuvadia
Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Printing and copying

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Trupti Kuvadia
Signature (M/WBE)

David L. Mahler
Signature (Prime Bidder/Proposer)

TRUPTI KUVADIA
Print Name
SHREE GANESHA DBA
PRINTXPRESS
Firm Name

David L. Mahler
Print Name
The Gordian-Group, Inc.
Firm Name

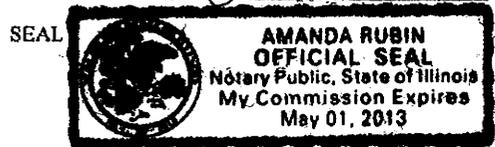
3-19-12
Date

3/21/12
Date

Subscribed and sworn before me

this 19 day of 2012.

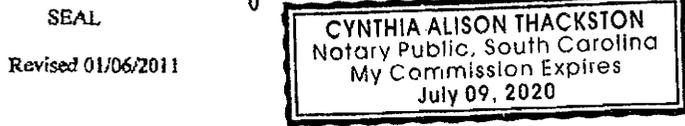
Notary Public Amanda Rubin



Subscribed and sworn before me

this 21st day of March, 2012.

Notary Public Cynthia Alison Thackston



SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: Print X-Press MBE WBE
(Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
(Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> A Sole Proprietor | <input checked="" type="checkbox"/> | <input type="checkbox"/> A Corporation |
| <input type="checkbox"/> A Partnership | <input type="checkbox"/> | <input type="checkbox"/> A Joint Venture |

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and or goods in connection with above-named project:

Printing and copying

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ Prices shall be the then current price at the time of purchase

Terms of Payment Net 15 days of invoice receipt

Partial Pay Item(s)

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)

If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____

_____ Dollar Amount \$ _____

(2) Description of Work _____

_____ Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be subject to non-MBE contractors.

0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with Cook County, Ill. and will do so within five (5) working days of receipt of Contract Award notification.

By: SHREE GANESHA INC., DBA PRINT X-PRESS
Print Name of MBE/WBE

Trupti Kuvadia
Print and Sign Signature of Prime Contractor Authorized Representative

Phone: (312) 408-1080 Date: 2-21-12

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative

Phone: () _____ Date: _____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

June 22, 2011

Trupti Kuvadia
Shree Ganesha, Inc. DBA Print Xpress
311 South Wacker Drive
Chicago, IL 60606-6627

Annual Certificate Expires: June 1, 2012

Dear Trupti Kuvadia:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **June 1, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

PRINTING SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Paterson
Deputy Director

Cook County Government
Letter of Intent

M/WBE Firm: Inter-City Supply Company, Inc. Certifying Agency: The City of Chicago
Address: 8830 S. Dobson Avenue Certification Expiration Date: December 1, 2012
City/State: Chicago, IL Zip: 60619 FEIN #: 36-3349093
Phone: 773-221-7270 Fax: 773-221-7570 Contact Person: Richard Smith
Email: R.Smith@InterCity-Supply.com Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Office Supplies

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Richard Smith
Signature (M/WBE)
Richard Smith
Print Name
Inter City Supply, Inc.
Firm Name
3-20-12
Date

David L. Mahler
Signature (Prime Bidder/Proposer)
David L. Mahler
Print Name
The Gordian-Group, Inc.
Firm Name
3/21/12
Date

Subscribed and sworn before me

this 20th day of 2012

Notary Public **OFFICIAL SEAL**
AMBER SMITH
Notary Public - State of Illinois
My Commission Expires Sep 7, 2015

Subscribed and sworn before me

this 21st day of March, 2012

Notary Public Cynthia Alison Thackston
CYNTHIA ALISON THACKSTON
Notary Public, South Carolina
My Commission Expires
July 09, 2020

SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: Inter-City Supply Co., Inc. MBE x WBE x
(Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
(Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- A Sole Proprietor
- A Corporation
- A Partnership
- A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and or goods in connection with above-named project:

Office Supplies

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ Prices shall be the then current price at the time of purchase

Terms of Payment Net 15 days of invoice receipt

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)
If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____
Dollar Amount \$ _____

(2) Description of Work _____
Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.
0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with Cook County, and will do so within five (5) working days of receipt of Contract Award notification.

By: Inter-City Supply Co. Inc.
Print Name of MBE/WBE
[Signature]
Print and Sign Signature of ~~Prime Contractor~~ Authorized Representative

Phone: () _____ Date: _____

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative
Phone: () _____ Date: _____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 2, 2011

Jackie B. Dyess
Inter-City Supply Co., Inc.
8850 S. Dobson Ave.
Chicago, IL 60619-8952

Annual Certificate Expires: December 1, 2012

Dear Jackie B. Dyess:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until December 1, 2012.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 10/1/2012.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/RBPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$20,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Inter-City Supply Co., Inc

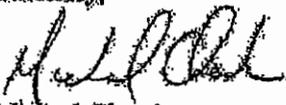
Business Enterprises in the specialty area(s) of:

**DISTRIBUTOR OF JANITORIAL PRODUCTS, DISPOSABLE FOOD
SERVICE SUPPLIES, PACKAGING MATERIALS, PLASTIC BAGS, OFFICE
SUPPLIES (EXCEPT FURNITURE, MACHINES), AND FLOOR CARE
EQUIPMENT, MEDICAL SUPPLIES**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Michael Chambers
Senior Compliance Officer

Cook County Government
Letter of Intent

M/WBE Firm: Bren Products Company (BPC) Certifying Agency: The City of Chicago
Address: 437 E. 103rd Street Certification Expiration Date: May 31, 2012
City/State: Chicago, IL ZIP: 60628 FEIN #: 27-2468389
Phone: 773-568-9900 Fax: 773-568-9894 Contact Person: Rochelle Gary
Email: BRENPRODE@SBCGWRM.NET Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Computer/Office and Cleaning Supplies

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Rochelle E Gary
Signature (M/WBE)

David L. Mahler
Signature (Prime Bidder/Proposer)

ROCHELLE E GARY
Print Name

David L. Mahler
Print Name

BPC
Firm Name

The Gordian-Group, Inc.
Firm Name

3/20/12
Date

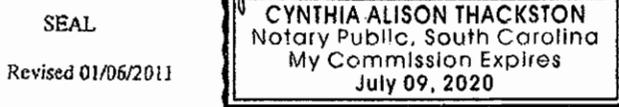
3/21/12
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 20th day of March, 2012.
Notary Public [Signature]

this 21st day of March, 2012.
Notary Public Cynthia Alison Thackston



SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: Bren Products Company (BPC) MBE y WBE
(Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
(Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- A Sole Proprietor
- A Corporation
- A Partnership
- A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and or goods in connection with above-named project:

Computer/Office and Cleaning Supplies

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ Prices shall be the then current price at the time of purchase

Terms of Payment Net 15 days of invoice receipt

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)
If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____
_____ Dollar Amount \$ _____

(2) Description of Work _____
_____ Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the Cook County, and will do so within five (5) working days of receipt of Contract Award notification.

By: BPC
_____ Print Name of MBE/WBE

Rochelle Gary Rochelle Gary
_____ Print and Sign Signature of Prime Contractor Authorized Representative

Phone: (773) 568 9900 Date: 2/27/12

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

_____ Print and Sign Signature of Joint Venture Partner Authorized Representative
Phone: () _____ Date: _____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 17, 2011

Ms. Rochelle Gary
BPC aka Bren Products Company
437 E. 103rd Street
Chicago, IL 60628

Dear Ms. Gary:

Annual Certificate Expires: May 31, 2012

We are pleased to inform you that BPC aka Bren Products Company has been certified as a **Minority Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until May 31, 2016; however your firm must be re-validated annually. Your firm's next annual validation is required by May 31, 2012.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **May 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **March 31, 2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other



CITY OF CHICAGO
OFFICE OF COMPLIANCE

penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 424120	Envelopes merchant wholesalers
NAICS 424120	Office and Stationery Supplies (Wholesalers)
NAICS 424120	Paper, office (e.g., carbon, computer, copier, typewriter), merchant wholesalers
NAICS 424120	Toner cartridges merchant wholesalers
NAICS 424130	Disposable plastics products (e.g., boxes, cups, cutlery, dishes, sanitary food containers) merchant wholesalers
NAICS 424990	General merchandise, nondurable goods, merchant wholesalers

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty categories.

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,


Mary Elliott
Acting Managing Deputy

Cook County Government
Letter of Intent

M/WBE Firm: Autumn Construction Services, Inc., Certifying Agency: The City of Chicago

Address: 1400 East Touhy Avenue, Suite 477 Certification Expiration Date: August 1, 2012

City/State: Des Plaines Zip: 60018 FEIN #: 36-4035882

Illinois

Phone: 630-588-9585 Fax: 630-588-9586 Contact Person: Susan Nelson

Email: susan.nelson@autumnconstruction.com Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Sub-Contractor Labor

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Susan Nelson
Signature (M/WBE)

Susan Nelson
Print Name

Autumn Construction Services, Inc.
Firm Name

March 19, 2012
Date

David L. Mahler
Signature (Prime Bidder/Proposer)

David L. Mahler
Print Name

The Gordian-Group, Inc.
Firm Name

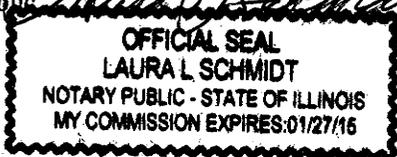
3/21/12
Date

Subscribed and sworn before me

this 19th day of 12.

Notary Public Laura L. Schmidt

SEAL

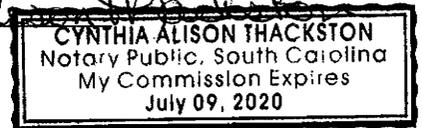


Subscribed and sworn before me

this 21st day of March, 2012.

Notary Public Cynthia Alison Thackston

SEAL



SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: Autumn Construction Services Inc. MBE _____ WBE X
(Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
(Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ A Sole Proprietor X A Corporation
_____ A Partnership _____ A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and/or goods in connection with above-named project:

Sub-Contractor Labor

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price: \$ Prices shall be the then current price at the time of purchase

Terms of Payment Net 15 days of invoice receipt

Partial Pay Item(s)

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)

If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____

_____ Dollar Amount \$ _____

(2) Description of Work _____

_____ Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with Cook County and will do so within five (5) working days of receipt of Contract Award notification.

By: AUTUMN CONSTRUCTION SERVICES, INC.
Print Name of MBE/WBE

SUSAN NELSON SUSAN NELSON, PRESIDENT
Print and Sign Signature of Prime Contractor Authorized Representative

Phone: (630) 588-9585 Date: 2/21/12

IF APPLICABLE for Joint Ventures:

By: NA
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative

Phone: () _____ Date: _____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 13, 2011

Susan Nelson
Autumn Construction Services, Inc.
1400 E. Touhy Avenue
Suite 477
Des Plaines, IL 60018

Annual Certificate Expires: August 1, 2012

Dear Susan Nelson:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **6/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Construction Management; Program Management; Schedule Services; Building
Systems Consulting; Phase III Construction Inspection
NAICS-238220: MECHANICAL CONTRACTORS
NAICS-541330: ENGINEERING DESIGN SERVICES
NAICS-541620: ENVIRONMENTAL CONSULTING SERVICES
NIGP-91268: MONITORING SERVICES, STRUCTURAL
NIGP-91831: CONSTRUCTION CONSULTING**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Michael Chambers
Senior Compliance Officer

Cook County Government
Letter of Intent

M/WBE Firm: Metro Chicago Development

Certifying Agency: The City of Chicago

Address: 8936 S. Richmond

Certification Expiration Date: 2/20/2012

City/State: Evergreen Park, IL Zip: 60805

FEIN #: 32-0013239

Phone: 708-932-6000 Fax: _____

Contact Person: Dwayne Pierre-Antoine

Email: info@metrocdi.com

Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Sub-Contract Labor

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Dwayne Pierre-Antoine
Signature (M/WBE)

David L. Mahler
Signature (Prime Bidder/Proposer)

Dwayne Pierre-Antoine
Print Name

David L. Mahler
Print Name

Metro Chicago Development
Firm Name

The Gordian-Group, Inc.
Firm Name

3/20/2012
Date

3/21/12
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 20 day of MARCH, 2012.

this 21st day of March, 2012.

Notary Public S. Stewart

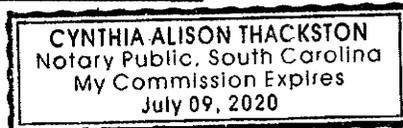
Notary Public Cynthia Alison Thackston

SEAL

SEAL



Revised 01/06/2011



SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: Metro Chicago Development MBE WBE
(Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
(Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

A Sole Proprietor A Corporation
 A Partnership A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and or goods in connection with above-named project:

Sub-Contract Labor

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ Prices shall be the then current price at the time of purchase

Terms of Payment Net 15 days of invoice receipt

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)
If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____
_____ Dollar Amount \$ _____

(2) Description of Work _____
_____ Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the Cook County, IL and will do so within five (5) working days of receipt of Contract Award notification.

By: Dwayne Pierre-Antoine, President
Print Name of MBE/WBE

[Signature]
Print and Sign Signature of Prime Contractor Authorized Representative

Phone: (708) 932 6000 - 708 935 6000 Date: 2/21/12

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative
Phone: () _____ Date: _____

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

January 20, 2012

*Recertification
pending*

Dwayne Pierre-Antoine, President
Metro Chicago Development
8936 S. Richmond
Evergreen Park, IL 60805

Dear Mr. Antoine:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application was received on January 13, 2012.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than sixty (60) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact me at 312-603-7645.

Sincerely,

Eli Washington
Compliance Officer



Cook County Dept of Revenue
 Contract Compliance
 Office: DOR Batch Date: 01/13/12
 Account #: 824624 Receipt#: 00311099
 Name: METRO CHICAGO DEVELOPMENT INC
 5502 Contract Compliance Re \$100.00
 Payment Total: \$100.00
 =====
 Transaction Total: \$100.00
 Check/Money O Tendered : \$100.00

COOK COUNTY
 CONTRACT COMPLIANCE DEPARTMENT
 (312) 603-5502 01/13/12
 -00311099 \$100.00
 Allocation Code: 5502
 Amount: \$100.00

Thank you for your payment.
 Have a nice day!

MEN OWNED BUSINESS ENTERPRISES

Metro Chicago Development
Rayne Pierre-Antoine
8936 S. Richmond
EP, IL 60805

PHONE NUMBER: (708) 932-6000

PLEASE SELECT ONE OF THE FOLLOWING BELOW:

ALLOCATION CODE	DESCRIPTION	AMOUNT
<input type="checkbox"/> 5501	CONTRACT COMPLIANCE - CERTIFICATION	\$200.00
<input checked="" type="checkbox"/> 5502	CONTRACT COMPLIANCE - RECERTIFICATION	\$100.00
<input type="checkbox"/> 5503	CONTRACT COMPLIANCE - REEVALUATION (NO CHANGE AFFIDAVIT)	\$ 50.00

FOR OFFICE USE ONLY

<input type="checkbox"/> 5590	CONTRACT COMPLIANCE - NSF RECOVERIES	\$ _____
<input type="checkbox"/> 5591	CONTRACT COMPLIANCE - NSF FEES	\$ _____

(ACCOUNT NUMBER: 824624)

COMPLETE COUPON BELOW

MINORITY / WOMEN OWNED BUSINESS ENTERPRISES

BUSINESS NAME: SAME
 CONTACT NAME: SAME
 ADDRESS: _____

PHONE NUMBER: (____) _____
 ACCOUNT NUMBER: 824624 (FOR OFFICE USE ONLY)

PLEASE SELECT ONE OF THE FOLLOWING:

<input type="checkbox"/> 5501 - CERTIFICATION	\$200.00
<input checked="" type="checkbox"/> 5502 - RECERTIFICATION	\$100.00
<input type="checkbox"/> 5503 - REEVALUATION	\$50.00
<input type="checkbox"/> 5590 - NSF RECOVERIES	\$ _____
<input type="checkbox"/> 5591 - NSF FEES	\$ _____

AMOUNT DUE \$100

THE BOARD OF COMMISSIONERS

JODD H. STROGER

PRESIDENT

JIM PAN (CHIEF)	1st Dist.	PETER N. SILVESTRI	8th Dist.
DEBET STEELE	2nd Dist.	MIKE GUIDLEY	10th Dist.
FRY BUTLER	3rd Dist.	JOHN R. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
SURAH BARR	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOHN PATRICK MURPHY	6th Dist.	OSCAR GOSLIN	14th Dist.
GEORGE MARIO MORENO	7th Dist.	THOMAS G. SCHNEIDER	15th Dist.
HERNAN MALDONADO	8th Dist.	ANTHONY J. PERALTA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY DIRECTOR

118 North Clark Street, Room 1020 Chicago, Illinois 60602-1304 E-MAIL: bherry@cookcounty.gov.com TEL (312) 603-5502 FAX (312) 603-4547

February 20, 2009

Mr. Dwayne Pierre-Antoine Metro Chicago Development, Inc. 8936 S. Richmond Ave. Evergreen, IL 60805

Annual Certification Expires: February 20, 2010

Dear Mr. Pierre-Antoine:

We are pleased to inform you that Metro Chicago Development, Inc. has been certified as MBE (6) by Cook County Government. This MBE (6) Certification is valid until February 20, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by February 20, 2010.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as MBE (6) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Construction: Project Management & Related Services, Real Estate Property Management, Building Rehab, Remodel and Renovation Services

Your firm's participation on Cook County contracts will be credited toward MBE (6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE (6) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry Betty Hancock Perry Director BHP/hrj

Enclosed: No Change Affidavit

Cook County Government
Letter of Intent

M/WBE Firm: CorpTrav-Worldwide Heagrts. Certifying Agency: The City of Chicago
Address: 450 E. 22nd Street Certification Expiration Date: 1/1/13
City/State: Lombard Zip: 60805 FEIN #: 362863546
Illinois
Phone: 630-691-9100 Fax: _____ Contact Person: Jane Batio
Email: JANE B@CORPTRAV.COM Contract #: 11-28-043

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Travel Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

Dollar Amount: Shall be the then current price at the time of purchase.

Terms of Payment: Net Due Upon Receipt.
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

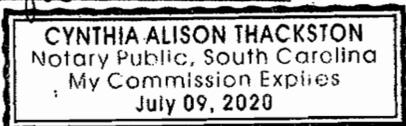
L. Jane Batio
Signature (M/WBE)
L. JANE BATIO
Print Name
CORPTRAV.
Firm Name
3/19/12
Date

David L. Mahler
Signature (Prime Bidder/Proposer)
David L. Mahler
Print Name
The Gordian-Group, Inc.
Firm Name
3/21/12
Date

Subscribed and sworn before me
this 19th March day of, 2012.

Notary Public Glenda M. Krisik
SEAL 

Subscribed and sworn before me
this 21st day of March, 2012.

Notary Public Cynthia Alison Thackston
SEAL 
Revised 01/06/2011

SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: Job Order Contracting Program Consultant

From: CorpTrav MBE _____ WBE X
 (Name of Certified MBE or WBE)

To: The Gordian Group, Inc.
 (Name of Prime Contractor or General Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- _____ A Solé Proprietor X A Corporation
 _____ A Partnership _____ A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

The undersigned is prepared to provide the following described service(s) and or goods in connection with above-named project:

Travel Services

The above described service(s) or goods from the above-named certified MBE/WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ Prices shall be the then current price at the time of purchase

Terms of Payment Due Upon Receipt

Do you as the Prime Contractor anticipate any partial payment items? Yes () No (X)
If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____
_____ Dollar Amount \$ _____

(2) Description of Work _____
_____ Dollar Amount \$ _____

If more space is needed to add additional scope of work descriptions or more fully describe the certified MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

0 % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

0 % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

If more than 10% percent of the value of the certified MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet.

The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with Cook County and will do so within five (5) working days of receipt of Contract Award notification.

By: Jane Bates
CORPORATE TRAVEL MGT GROUP
Print Name of MBE/WBE

Jane Bates
Print and Sign Signature of ~~Prime Contractor~~ MBE/WBE Authorized Representative

Phone: 630 691-9100 Date: 3-13-12

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative

Phone: () _____ Date: _____



Certification: View



[Return](#)

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- [View »](#)
- [Search »](#)
- [Message »](#)
- [Settings »](#)
- [Help & Support »](#)
- [Message »](#)
- [Settings »](#)
- [Help & Support »](#)
- [Message »](#)
- [Settings »](#)
- [Help & Support »](#)
- [Message »](#)
- [Settings »](#)
- [Help & Support »](#)
- [Logoff](#)
- [Show All](#)
- [Hide All](#)

Logged on as:
 Linda Jane Batio,
 Corporate Travel
 Consultants D/b/a
 Corporate Travel Mgt
 Group

Vendor Information	
Business Name	Corporate Travel Consultants D/b/a Corporate Travel Mgt Group
VendorID	20069388
Primary Owner's Name	Bonnie Lorifice
Ethnic Group	Caucasian
Gender	Female

Certification Information	
Certifying Agency	City of Chicago
Certification Type	WBE - Woman Business Enterprise
Effective Date	3/6/2009
Renewal Date	8/1/2011
Expiration Date	1/1/2013

Contact Information	
Main Company Email	janeb@corptravel.com
Main Phone	630-601-9100
Main Fax	630-691-1688
Internet Web Page	www.corptravel.com

Addresses	
Physical Address	450 East 22nd Street Lombard, IL 60148-8113
Mailing Address	450 East 22nd Street Lombard, IL 60148-8113

Business Capabilities	
Business certified for	TRAVEL AGENCY
Full Description of Capabilities/Products	
Commodity Codes	NIGP 98178 Travel Agency, Chartering, and Tour Guide Services

[Return](#)

Customer Support

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CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations. See Attachment 2*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127);

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of Interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Job Order Contracting Professional Services Agreement
 County Department: Bureau of Economic Development, Capital Planning and Policy

Applicant Information:

Last name: The Gordian Group, Inc. First Name: _____ MI: _____
 SS# (Last Four Digits): 0 3 7 1
 Street Address: 140 Bridges Road, Suite E
 City: Mauldin State: SC Zip: 29602
 Home Phone: (800) 874 - 2291 Drivers License No: N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

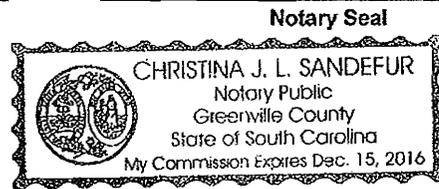
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- X D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: David J. Mahler Date: 12/30/11

Subscribed and sworn to before me this 30th day of December, 20 11

Christina J. Sandefur
 Notary Public Signature



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: The Gordian Group, Inc. D/B/A: _____ EIN NO.: 58-1900371

Street Address: 140 Bridges Road, Suite E

City: Mauldin State: SC Zip Code: 29662

Phone No.: (800) 874-2291

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
TGG Sub, Inc.	140 Bridges Road, Suite E, Mauldin, SC 29662	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
TGG Sub, Inc.	140 Bridges Road, Suite E, Mauldin, SC 29662	100%	Holding/Parent Company

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

David L. Mahler
 Name of Authorized Applicant/Holder Representative (please print or type)

David L. Mahler
 Signature

d.mahler@thegordiangroup.com
 E-mail address

Vice President of Finance
 Title

12/30/11
 Date

(800) 874-2291
 Phone Number

Subscribed to and sworn before me
 this 30th day of Dec., 2011.

My commission expires:

x *Christina J. Sandefur*
 Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: TGG Sub, Inc. Title: Parent/Holding Company

Business Entity Name: The Gordian Group, Inc. Phone: (800) 874-2291

Business Entity Address: 140 Bridges Road, Suite E, Mauldin, SC 29662

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employer Name:	Related to:	Relationship:
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

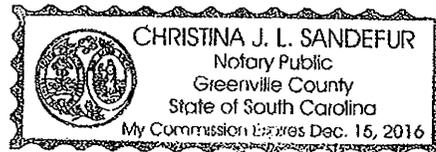
David L. Mahler
Owner/Employer's Signature

12/30/11
Date

Subscribe and sworn before me this 30th Day of December, 20 11

a Notary Public in and for Greenville County

Christina J. Sandefur
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires _____

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: The Gordian Group, Inc.

BUSINESS ADDRESS: 140 Bridges Road, Suite E, Mauldin, SC 29662

BUSINESS TELEPHONE: (800) 874-2291 FAX NUMBER: (864) 233-9100

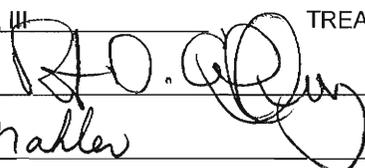
CONTACT PERSON: David L. Mahler, VP of Finance

FEIN: 58-1900371 *IL CORPORATE FILE NUMBER: 5774-046-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Robert D. Coffey VICE PRESIDENT: David L. Mahler

SECRETARY: Thomas P. Kearney, III TREASURER: N/A

**SIGNATURE OF PRESIDENT: 

ATTEST: David L. Mahler (VP of FINANCE)

Subscribed and sworn to before me this

27th Day of March, 2012

My commission expires: 12/15/16

X 
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



THE GORDIAN GROUP, INC.

Action of the Board of Directors
By Unanimous Written Consent

The undersigned, being all of the directors of The Gordian Group, Inc., a Georgia corporation (the "Corporation"), do hereby consent to the adoption of the following resolution in lieu of a special meeting of the Board of Directors:

RESOLVED, that the following officers of the Corporation are hereby individually authorized to submit proposals and execute contracts, agreements and other contractual documents on behalf of the Corporation:

Robert D. Coffey, Chief Executive Officer and President
David L. Mahler, Chief Financial Officer and Vice President of Finance

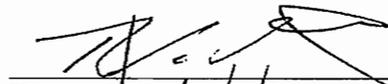
Date: November 1, 2011



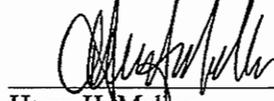
Daniel M. Kortick



Craig B. Klosk



Thomas F. Kearney, III



Harry H. Mellon

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 123164-00
Date Eligible: 05/19/2010
Expires on: 05/19/2015

David L. Mahler
The Gordian Group, Inc.
140 Bridges Road, Suite E
Mauldin, S.C. 29662

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Pruesumle

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cors

COOK COUNTY CHIEF PROCUREMENT OFFICER

NOT REQUIRED

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 4th DAY OF June, 2012.

IN THE CASE OF A PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-28-043

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL NOT-TO-EXCEED AMOUNT OF CONTRACT: \$ 1,050,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: Countywide - Various

APPROVED AS TO FORM: *R.M.Q.* 4/6/12
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 14 2012

COM _____

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

Task 1 - Program Development:

The Gordian Group, Inc. refers to as the "consultant" will work with the County staff to develop the JOC Program. Program development includes reviewing and assessing the County's needs to determine the size of the program. The consultant will ascertain on the County technological infrastructure to determine if upgrade is necessary to support the Program. The consultant will work with the County staff to develop procedures that will be used for implementation and administration of the JOC Program.

Task 2 - Documents:

The consultant will provide a customized JOC document containing but, not limited to the County Unit Price Book, Technical Specification and contractual Terms and Conditions. The document shall be used in the procurement of the construction contracts.

- a. The Unit Price Book is to contain a number of individual construction tasks associated with the unit price. The Book should be comprehensive to anticipate County Government construction needs. Each unit price shall include prevailing equipment, material and labor cost specific to the Cook County geographical region. The consultant may be requested to provide the data-make up in formulating their unit price for clarification.
- b. The consultant will prepare the Program contract terms and condition in conjunction with the County assistance. The consultant, when appropriate, shall incorporate County construction contract terms and conditions and all applicable federal, state, local requirements into the Program language for terms and conditions.
- c. The Technical Specification will be prepared in conjunction with the Unit Price Book using County Technical Specification.

Task 3 - Procurement Support:

The consultant will provide technical and administrative support to the County during procurement of the construction contracts. The consultant will recommend criterion for proposal evaluations, provide proposals review comments and cost analysis. The consultant will provide all necessary bid documents, organize, conducts and make presentation during the pre-proposal meeting. The consultant will provide assistance in answering questions, reference checks and marketing efforts.

Task 4 - Information Management System:

The consultant will provide an internet based JOC information management system (IMS) compatible with Windows operating system. The IMS will be hosted by the consultant. The JOC IMS must be capable of providing full project tracking, cost proposal development, independent cost

estimate development, projects scheduling and generating custom reports. All reports must be importable into Excel file format.

The consultant will work with the County various Departments during the implementation of the IMS. The consultant will install, test, and debug the software under actual field conditions. There will be no limits in the amount of users accessing the IMS.

The consultant will provide, install, implement, troubleshoot, and continuous monitoring of the IMS. The consultant is responsible for proper maintenance and proper function of the IMS which include but not limited to updates (software, pricing, etc). The consultant will also provide on-going technical support for users.

Task 5 - Training:

The consultant will provide initial training for new users and on-going training as needed. The consultant will develop a specialized training manual for users (County and Contractors) who are expected to access the IMS. All aspects of the Programs must be covered in the manual. All training is expected to be "hands-on" with users at various locations within Cook County. The trainer should have at least five years of experience with the proposed JOC IMS.

Task 6 – Post Implementation JOC Administrative Support:

The consultant will assign at least one administrative support personnel to the County. The personnel must be accessible during business hours and dedicated to the County. It is expected that the response time be less than two hours. If requested, the consultant will attend scoping, proposal, or meetings as requested by the County.

The consultant will review and provide comments for each proposal. One of the primary goals of the consultant's review is to ensure that the proposal is compliant with the contract document and proper usage of the Unit Price Book. Proposal review response should be no more than 48 hours from the time of notification. From time to time, the County may request a quicker review turnaround. The review process will continue until a final proposal is reached.

Task 7 – Post Implementation JOC Facilitation Support:

The County may require owner's representative for certain procurement to facilitate work. As such, the consultant will act on the County's behalf. This service will be as-needed basis at the County discretion. The scope includes:

1. Confirm that a project is an acceptable candidate for JOC.
2. Establish and create a project file at the inception of a project.
3. Clarify the Scope of Work and obtain project plans and/or data from the County.
4. Recommends appropriate JOC contractor, if multiple contractors exist.
5. Conduct a Joint Scope Meeting with County staff, JOC Contractor, and architect or engineer, as applicable.
6. Coordinate and document the Detailed Scope of Work appropriate for the work.

7. Assist with resolving issues when project plans and actual conditions vary.
8. Obtain County approval of the Detailed Scope of Work.
9. Issue a Request for Price Proposal to the JOC Contractor.
10. Review the Price Proposal submitted by the JOC Contractor.
11. Direct the JOC Contractor to revise the Price Proposal, as necessary.
12. Finalize the Job Order with the JOC Contractor.
13. Obtain and review all submissions by the JOC Contractor pertaining to the Job Order, including schedule, safety plan, submittals, shop drawings, permits, etc.
13. Verify County authorization, approval and budget account information.
14. Recommend issuance of the Purchase Order to the JOC Contractor.

2.5 Key Personnel

One of the key personnel is the JOC Administrative Support described in Task 6. The other key person is the JOC Project Manager whom must be committed to the Program and has the understanding from beginning of Program Development to post implementation of the JOC Program. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer (CPO).

3. DELIVERABLES

- a. Unit Price Book (Task 2)
- b. Program Contract (Task 2)
- c. Technical Specification (Task 2)
- d. Bid Document Material (Task 3)
- e. Presentation (Task 3)
- f. Marketing material (Task 3)
- g. IMS (Task 4)
- h. User Manual (Task 5)
- i. Construction contractor contracts (task 3)

Consultant Comprehensive Plan

Comprehensive Plan

Since Harry Mellon invented JOC and co-founded The Gordian Group, our sole focus has been the advancement of JOC solutions. We have continued to innovate and refine JOC products and services and the underlying components that form them. The Gordian Group is proud to propose our JOC products and services to the Cook County Government (County).

The **JOC Complete Solution** is Gordian's oldest and most established service having helped public sector facility and infrastructure owners control and fast track their construction repairs and alterations. This service combines and integrates a "complete" set of Gordian's proprietary JOC components uniquely customized for the individual client to drive maximum performance. The JOC Complete Solution is suited to owners with substantial repair, renovation, alteration and minor new construction annual budgets of typically \$3 million or more.



The JOC Complete Solution is a turnkey procurement approach which tailors Job Order Contracting components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder for the U. S. military over 25 years ago. It is an increasingly popular construction procurement system among facility owners to quickly and easily accomplish repair, alteration and simple construction projects. JOC helps facility owners efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the facility owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value.

More recently, The Gordian Group developed a service to assist clients who procure our services through cooperative contracts such as the participating agencies in Cook County. Through www.ezIQC.com, the County's fast, easy and competitively procured JOC contracts can be provided to participating agencies within the County or anywhere County and Illinois procurement codes allow it. Standing for "easy" and "intelligent" construction sourcing, ezIQC is a marketing brand name and a service delivery web portal for initiating, dispatching and ultimately tracking participating agency satisfaction on JOC service requests.



The Gordian Group's system, like other JOC type programs, gets work completed faster, some 60-180 days faster than traditional methods. **But unlike any other JOC program available today, our approach saves money too.** It consistently produces cost savings of 8-15%. The JOC Complete Solution also delivers increased levels of construction quality from highly motivated contractors, a significant reduction in claims and changes, an increase in the utilization of local, minority and women owned businesses, and greater facility owner control than any other small construction procurement method. Gordian's results are unsurpassed and have been demonstrated in many side-by-side comparisons and independent audits over the years.

The Gordian Group's success is the result of our experience, innovation, and willingness to invest in state-of-the-art products and to follow best practices. We have developed a wealth of related data, technology, process and human resources that are unmatched in the industry. The Cook County Government (County) will be



provided an unlimited user license to all elements of The Gordian Group's JOC Complete Solution for the term of the contract.

A detailed description of our JOC Complete Solution is provided below.



Construction Cost Database

The Gordian Group maintains the most extensive Construction Cost Database available. Developed and refined over the last 21+ years, our database includes over 260,000 construction tasks with associated costs for all areas of construction from site work to electrical. The data includes specific tasks applicable to educational, municipal, transportation, healthcare, housing and water/waste water management clients, among others. The Construction Cost Database has the following for **each** construction task:

- A unit of measure
- A detailed task description specifying the task and when and how it is used
- Labor, material and equipment price components, updated to reflect **local** prices, prevailing wages and working conditions at the time of publishing
- Details of the work crew necessary to install the task
- Productivity factors that determine how much time it takes to install one unit of the task

Hosted on SQL process servers, the Construction Cost Database contains over 180 different labor categories and 2,900+ different pieces of equipment, in addition to the 260,000+ material items and associated costs. Our Construction Cost Database is updated and maintained by Gordian's team of certified cost estimators, with the help of our field staff. The Gordian Group publishes a customized, client specific Construction Task Catalog from the Construction Task Database for each JOC construction contract. Our team will ensure that only the **specific tasks required by the County, no more, no less, will be included in the Construction Task Catalog and each task will be accurately priced for the local market.** In addition, we publish Technical Specifications that correlate directly with each task in the Construction Task Catalog. Technical Specifications define the quality of workmanship and the quality of materials required for each construction task. The Gordian Group utilizes the industry standard, MasterSpec, its own proprietary database of Technical Specifications, and client provided preferred specifications. The end-product usually contains components from all three sources.



Software & Technology

With a solid data foundation, our in-house IT department created DMAP (Database Manager and Publishing) software to efficiently manage our Construction Task Database and translate facts into client specific, localized Construction Task Catalogs. This software automates the publishing process via Microsoft Word documents and Acrobat files.

Our second critical software capability is eGordian, the most widely used JOC information management software

The logo for eGordian, featuring a stylized 'e' followed by the word 'Gordian' in a bold, sans-serif font.

available. Accessible via www.eGordian.com, it is the only work flow tool in existence that automates the entire JOC process and is accessible via the Web. eGordian is critical to our clients' reporting transparency goals.

For each client, eGordian is configured to meet the client's needs and is implemented with a client specific Construction Task Catalog and Technical Specifications. Once the client's configured setup is complete, eGordian interactive software is used to accomplish the following:

- Initiate JOC projects for the County
- Create and distribute the Detailed Scopes of Work and Requests for Proposals
- Receive Proposals from the JOC contractors
- Track subcontractors, including utilization of small, minority and women owned businesses
- Allows the reviewer to record and send requests for Proposal changes to the JOC contractors
- Administer all aspects of the project
- Generate invoices
- Create forms
- Generate tracking and management reports with real time data
- Create a complete audit trail
- Ensure security at all levels: users, groups, forms, fields and reports
- Enable data exchange with other client software, including the latest enterprise software

Through eGordian, contractors within our national network of more than 500 trained JOC contractors can access eGordian and identify subcontractors for specific projects. Subcontractors use eGordian to find opportunities on JOC projects by construction trade, geography or owner, all contributing to "on call" convenience for the County.

eGordian is used by over 7,500 users, with about 200 users logged in at any given time during the business day. For each client, eGordian is configured to meet their individual needs and is implemented in conjunction with the facility owner's specific Construction Task Catalog and Technical Specifications. eGordian will allow the County to administer all aspects of its JOC program from initiating projects to generating Contract Documents to reviewing proposals to providing real time audit, management and performance reports.

The software has a proven track record of being secure, flexible and stable. It has several layers of redundancy including a back-up host site. eGordian "talks to" facilities management or enterprise software through web service data exchange, which allows our clients to automatically enter data in or extract data from eGordian without the application interface. Updates and additions to eGordian are easy because it is built on a Microsoft platform. Equally important, eGordian's web access spares clients unnecessary hardware and software expense.

eGordian was designed so that it can be configured to fit exactly the information management needs of the County's JOC program. With the JOC System license we provide, the County can equip any number of users with eGordian access to generate all of the documents and forms required for the JOC process, including the

contractor's Proposal, the County's independent cost estimate, Job Orders, and all management and performance reports.

Gordian's third technology, www.ezIQC.com is used for clients such as the County who want to make your contract accessible to other governmental agencies. Basically, ezIQC.com is a service delivery web portal for initiating, dispatching and ultimately tracking participating agency satisfaction on service requests. Within minutes of entering a request into the short and simple online form, the system dispatches the request to a project manager so that they can contact the participating agency and start the fast track process. In short order, the ezIQC expert will schedule a site visit meeting between the agency and the contractor to "scope" the project and begin the critical Job Order development process. After the project is completed, the system will generate a satisfaction survey to the agency to capture and report their sentiments.



Human Resources

As with any service provider, the real determinant of strength and reliability is the quality of its team. This is especially true with The Gordian Group. While we produce products such as Construction Task Catalogs and training guides in physical form to help our clients with their program, it is ultimately the service that we provide in applying our data, technology and process resources to meet a client's individual needs that truly makes the difference.

As a 21+ year old company, we have grown to be over 100 strong with Project Managers and Construction Managers spread throughout the nation in cities and towns near our clients, and support staff located in Mauldin, SC and Atlanta, GA.

Our team is highly experienced with rich backgrounds in the construction industry. We are a highly educated group with degrees in engineering, architecture, construction management, law, business and technology, and many at the Master's level. Several share a strong military tradition started by our Founder, Ret. Lt. Colonel Harry H. Mellon.

Our culture is a positive and unique blend of intense work ethic, entrepreneurial spirit, uncompromised integrity and client focus. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information providing our clients with a truly integrated and responsive project delivery approach. As a result, we have assembled a team of professionals who have extraordinary qualifications and experience. We are the industry experts for JOC repair, alteration and minor construction procurement and management.



Process

The core of The Gordian Group's JOC Complete Solution is the rigorous and proven process we follow to identify the County's needs and create a customized Job Order Contracting program around those needs. We do not take one client's program and

force fit it to another's. Nor do we pull generic estimating guides or limited purpose software off the shelf and try to make them work. Our experience has taught us that to achieve maximum performance, a JOC program needs to be carefully crafted using a disciplined and thorough process. No one else in the industry applies a similar approach. The process has been time tested and designed to **minimize the effort required by the facility owner** while producing maximum repair, alteration and minor construction results. Our process is detailed below.

The Gordian Group's process will provide the following deliverables to the County:

The Gordian Group will provide a license to use our proprietary JOC System for the County JOC program for the term of the contract. The license includes a Unit Price Book (which we call a Construction Task Catalog), eGordian software and various supporting materials.

The Gordian Group will customize our Construction Task Catalog for the County's use from our database of approximately 260,000 construction and demolition tasks. Each task will be locally priced for the County and supported by detailed written Technical Specifications prepared by our in house specifications staff. The Construction Task Catalog and Technical Specifications will be delivered to the County in both hard copy and electronic form compatible with all Windows operating systems and our JOC information management software, eGordian.

The Gordian Group will prepare Contract Documents, which includes developing JOC specific language and requirements for the Contract and General Conditions and the Bid Documents that will be used to procure the County JOC contractors. Other document preparation services we provide include developing County specific Execution Procedures and a JOC Training Program that incorporates actual County projects into the on-site training. The Gordian Group also provides comprehensive marketing support to increase the number and quality of bidders resulting in more competitive bids and better JOC contractors.

The Gordian Group will provide our JOC information management software, eGordian, which automates the JOC process including generation of all required forms, Proposals, independent estimates, and information management, as well as other search, retrieval, and reporting functions. The Gordian Group will develop and conduct training sessions for both County and JOC contractor staff in the use of the automated system.

The Gordian Group will provide Post Implementation JOC Facilitation Support (which we call Job Order Development Services) for both County projects and those of area government agencies that choose to participate in the County's JOC program. Our Job Order Development Services include, but are not limited to, coordinating the Joint Scope Visit, assisting with preparing the Detailed Scope of Work and reviewing the Price Proposal. For each local government agency participating in the program, we will provide access to the ezIQC web portal and immediately dispatch a member of the Gordian service team for each request. Client satisfaction tracking is also provided for every completed Job Order.

In the event that the County elects to self perform the Post Implementation JOC Facilitation Support (Job Order Development Services) described on Pages 2.25 – 2.27 of this proposal, The Gordian Group will provide the training necessary to ensure County staff is prepared to properly perform the services.

The Gordian Group will provide Post Implementation JOC Administrative Support for the County JOC program for the duration of the contract term, including outreach and education initiatives, JOC program updates to the Contract Documents, Construction Task Catalog and Technical Specifications, additional contractor procurement, contract implementation support and training, and eGordian software maintenance, upgrades and 24/7 support. This support also includes review of each Price Proposal submitted by the JOC contractors.

A complete detailed explanation of each phase of The Gordian Group's process for developing the County's JOC program appears below. We will take the confusion out of Job Order Contracting and will create a customized and effective JOC solution for the County.

Program Development

The Program Development process incorporates all the activities necessary to establish the structure of the County's JOC program. While JOC is a method of procurement, it is very different from the traditional methods and many things must be considered when organizing a JOC program. We will assist the County in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts and the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other facility owners similar to the County.

Since JOC will be a new and different procurement process for many of the County staff members, it is critical that proper execution procedures and policies be prepared. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to your general operating and organizational philosophies. These procedures and policies must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- **Project Initiation**
How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?
- **Project Development**
How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Proposal? Will liquidated damages apply?
- **MBE/WBE Compliance Procedures**
What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?
- **Permit Procedures**
Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?
- **Project Review and Approval**
Who will prepare the independent County estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate?

What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders?

- **Construction Inspection and Acceptance**

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittal's and shop drawings be handled? What documentation will need to be developed?

- **Project Close Out Procedures**

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

- **Payment Policy and Process**

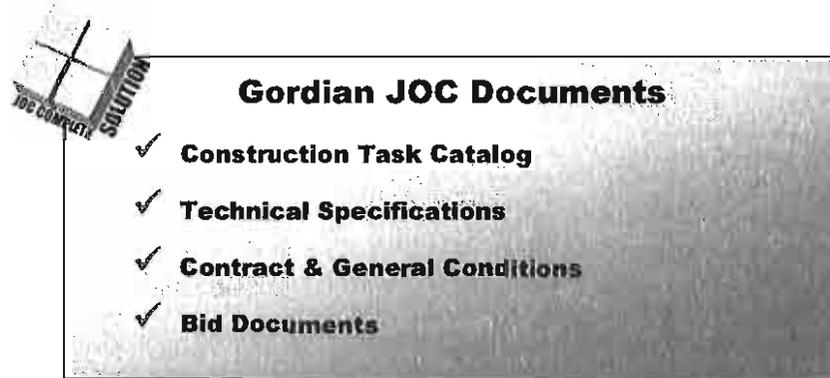
Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost effective recommendations. We propose to organize and manage a series of conferences and meetings with key County staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse.



Document Development Process

The Gordian Group recognizes that each client is unique and has proven that the best JOC results are achieved when a program is tailored to fit the client's requirements. We know that success depends on the quality of the Contract Documents. To reach the highest level of success in efficiency, client control and cost savings, the County JOC program must have documents prepared and customized specifically for your use. We have successfully developed, implemented and support more than 185 custom JOC programs. The Gordian Group is proposing to completely prepare all of the Job Order Contract Documents for the County including the Construction Task Catalog, Technical Specifications, Contract and General Conditions, and Bid Documents. No other firm provides this level of service.



Gordian JOC Documents

- ✓ **Construction Task Catalog**
- ✓ **Technical Specifications**
- ✓ **Contract & General Conditions**
- ✓ **Bid Documents**

Construction Task Catalog

During the past 21+ years, our team of experienced cost estimators led by Mike West, a Certified Cost Engineer has developed more than 1,700 Construction Task Catalogs specifically designed for JOC programs. We have developed Construction Task Catalogs for municipal, educational, transportation, housing and water management clients. This depth of experience has created a comprehensive database from which we can draw upon when customizing a Construction Task Catalog for a particular client. The Gordian Group is the only source in the world for client specific JOC price books and documents and the unsurpassed results they bring.

The Gordian Group will conduct a series of review conferences with County staff to ensure the appropriate maintenance and construction related tasks are included in each Construction Task Catalog.

We use only local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalogs. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the County and will incorporate current area prevailing wage rates, as well as actual local equipment and material prices. When contractors have confidence in a Construction Task Catalog, they will offer the County a more competitive price.

When we build a new Construction Task Catalog, we start with our 260,000 task database that is continually improved and updated not only by us, but by our clients. As part of our ongoing support role we produce updated Construction Task Catalogs. When we notice areas for improvement, we bring in our cost estimating team to incorporate the improvement into the very next published book using our DMAP (Database Management and Publishing) software and its component pricing capability. With over 750 catalogs currently in use, client feedback has allowed us to continually raise our level of quality. If any items are not already included in our database, The Gordian Group will gladly develop them for the County. These new tasks will be for the exact construction product or material that the County requires for its projects including, if necessary, unique owner supplied material and equipment.

MINOR CSI UOM DESCRIPTION UNIT COST		TOTAL DIRECT DEMOLITION UNIT COST
Openings 08 Hardware 08 70 Door Hardware 08 71		
08 Openings		
08 70 Hardware		
08 71 Door Hardware		
08 71 16 Door Hardware		
Note: All hardware is ANSIBHMA Grade 1 unless otherwise noted.		
08 71 16 00-2148 Door Closers		
08 71 16 00-2149 EA Surface Mounted Standard Duty Door Closer - LCN 1460 Series		268.12
For Delayed Action, Add		12.00
For AYB (54 Per Push), Add		3.00
For Fusible Link Arm, Add		33.00
For Shock Absorbing Arm, Add		19.00
For Hold Open Arm, Add		13.00
For Plated Brass Finish, Add		101.40
For Plated Finish With Clear Coat, Add		127.20
For Parallel Arm, Add		22.40

A JOC Construction Task Catalog must be specific because, together with the specifications, it describes the work the contractor is obligated to perform and the quality of workmanship and the quality of materials that is required for each construction task.

Each task in our Construction Task Catalog has an accurate, customized description, an easily recognized unit of measure, a price to install the item, and if appropriate, a price to demolish the item. A task may also have several modifiers which adjust the price for variations in materials (e. g. 12 gauge instead of 14 gauge) or for quantity discounts (from 1,000 to 5,000 square feet). When dealing with tasks such as painting, drywall, ceiling tiles and concrete sidewalks, increased quantities significantly reduces a contractor's cost and this savings should be passed onto the facility owner. A Construction Task Catalog that does not take into account quantity discounts will not be accurate and will deprive the facility owner of these savings.

The Gordian Group knows that a balanced, comprehensive JOC specific Construction Task Catalog is critical to the success of the JOC program. The only alternative to our customized Construction Task Catalog is one or more of the generalized construction cost estimating guides from RS Means or a handful of other companies. Estimating guides are excellent for generating "estimates" but are inferior to client specific Construction Task Catalogs for a JOC program in several ways.

Price Averaging: Generalized estimating guides are prepared using national price averages. They include city cost indexes to adjust the national price average to a local price. For example, the instructions on how to use the RS Means city cost indexes (CCI) state: "The weighted average for each city is a total of the divisional components weighted to reflect typical



usage, but it does not include the productivity variations between trades or cities. In addition, the CCI does not take into consideration factors such as the following managerial efficiency, competitive conditions, automation, restrictive union practices, unique local requirements and regional variations due to specific building codes.”

Using national prices and price averaging results in unbalanced pricing. Some tasks are underpriced and some are overpriced for the local market. The unbalanced pricing structure causes two problems. The first problem is that the owner could end up paying more than is necessary for work because the prices listed in the generalized estimating guides do not reflect heightened competition, increased productivity or other local components. The second problem is that a contractor, uncomfortable with the imbalance in pricing, will raise his/her bid to compensate for the risk involved. The owner will pay for this added risk.

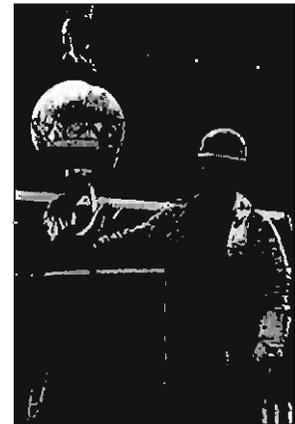
Ambiguous Task Descriptions: Tasks in the generalized estimating guides have descriptions that are meant for doing construction estimates, not contracts. The task descriptions are designed to be general and cover an average cost of a range of items. This ambiguity allows a JOC contractor to include tasks that are not appropriate and therefore increase costs unnecessarily especially in the areas of "General Conditions". Not only does this result in increased costs to the facility owner, but it also fosters an adversarial relationship between the owner and the contractor and slows the overall process.

In addition to ambiguous task descriptions, RS Means guides and others use the terms minimum, average and maximum throughout to indicate quality of materials. What will the contractor use as a guideline to determine which price to use? The owner should not have to negotiate what is an "average" piece of hardware. This can open the door to fraud, favoritism, and corruption, and unnecessary owner expense.

No Demolition for Most Tasks: The bulk of the work performed in JOC is renovation, repair and replacement work. Most generalized estimating guides do not provide demolition prices for a majority of the tasks associated with this work. Therefore, the demolition cost of even the simplest task must be negotiated. One of the significant advantages of JOC is that you do not have to negotiate prices. The requirement to negotiate tasks will create an adversarial relationship between the owner and the contractor and change the nature of the contract from competitively bid to negotiated.

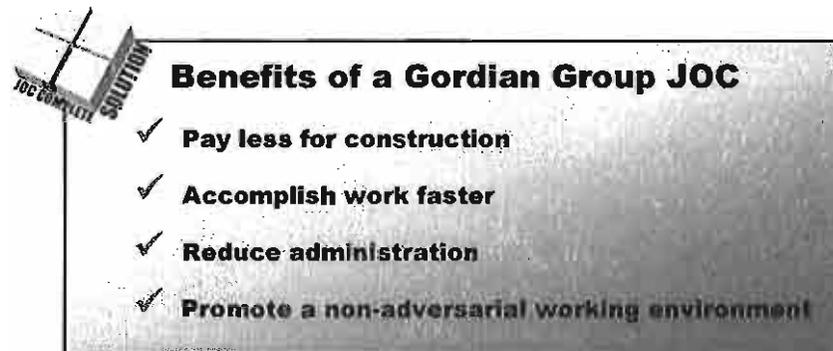
No Quantity Discounts: There can be significant cost savings when doing large quantities of the same work. Most generalized estimating guides do not provide pricing for quantity discounts. This results in the owner losing the benefit from the savings associated with larger quantities.

Administrative Challenge: As mentioned above, generalized estimating guides are prepared using national price averages. The national price average must then be multiplied by a unique factor related to the local city cost index to obtain a local price. In addition to this multiplication, the facility owner must determine whether the total cost column will be used or the total including overhead and profit. When reviewing a JOC contractor's estimate prepared from a generalized estimating



guide, the owner's staff must verify that the correct tasks, the correct quantity, the correct bid factor, the correct price column, and the correct city factor have been used; and that the entire math containing all of these components is accurate. Considering the average Proposal has over 40 tasks, this can create a severe burden on existing staff.

Estimating guides are too generalized and can be manipulated by the contractors. The loose, general or incomplete task descriptions, inaccurate pricing, and missing tasks, typically found in estimating guides, all put a strain on the relationship with the contractor as the parties negotiate through tough pricing issues. Gordian's clear, comprehensive and specific Construction Task Catalog, however, allows the parties to establish firm and fixed prices for Job Orders. The **focus shifts to getting the work done** instead of negotiating the line items for each and every Job Order. That is how JOC is supposed to work. The County will pay less for construction and enjoy these benefits, too:



Benefits of a Gordian Group JOC

- ✓ **Pay less for construction**
- ✓ **Accomplish work faster**
- ✓ **Reduce administration**
- ✓ **Promote a non-adversarial working environment**

Studies performed over the years repeatedly show that JOC programs using an estimating guide instead of our customized Construction Task Catalog cost taxpayers and facility owners 20 to 50% more. The County will save time and money and improve quality with with a Construction Task Catalog that has been tailored to meet your needs. The Gordian Group will provide a Construction Task Catalog for the County which will be 100% customized, 100% accurate, and includes the exact tasks necessary for your JOC program.

A sample of a Construction Task Catalog prepared by The Gordian Group is provided in **Section 6**.

Technical Specifications

We have prepared more than 1,700 sets of Technical Specifications specifically for JOC. The Technical Specifications dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the Construction Task Catalog. The two documents must complement each other and be consistent. Both must be customized for each owner. By having the estimators and the Technical Specification writers in the same office we can assure increased communication and consistency. We follow a comprehensive and integrated development process preparing these two documents in parallel. Such coordination is essential to give bidders confidence in the pricing structure and in the overall process. Customization of the JOC Technical Specifications will also allow the County the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with the County having the final approval of "or equal" substitutions.

An example of Technical Specifications prepared by The Gordian Group is provided in **Section 7**.

Contract Documents

The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims and can breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard County contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate those documents with the various departments within the County. Paul Schreyer, our Corporate Counsel and in-house construction law attorney, will review the Contract Documents for compliance with all applicable laws.

Bid Documents

An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The "tighter" the Bid Documents the better the bid prices will be. The Gordian Group proposes to prepare all of the documents for the County JOC program.

A critical objective of many Job Order Contracting program is to achieve and improve upon the participation goals for minority and female owned business enterprises. The Gordian Group will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be developed and included in the Contract and General Conditions.

Document Preparation

The Gordian Group will prepare a draft set of Contract Documents for review by the County. After incorporation of all comments, The Gordian Group will prepare a final set of Contract Documents in both electronic and hard copy form for printing by the County.

Procurement Support

This phase incorporates all the activities necessary to establish the structure of the County JOC program, inform internal County staff and the contracting community about JOC, and procure the JOC contractors. Specific services will include preparing and conducting an external marketing program, an internal marketing program and pre-bid seminars.



Gordian Procurement Support

- ✓ **External marketing program**
- ✓ **Internal marketing program**
- ✓ **Pre-bid seminars**

External Marketing and Outreach Program

The Gordian Group proposes to coordinate and conduct the external marketing of the JOC concept to the local contractor community. The purpose is to "sell" the JOC concept to the local contracting community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid.

Internal Marketing Program

The Gordian Group will conduct internal marketing of the JOC program by holding orientations and seminars for the County. These orientations and seminars are essential in obtaining staff support and cooperation.

Pre-Bid Seminars

A central feature of The Gordian Group's procurement plan for Job Order Contracting is the pre-bid seminars for intending bidders. Since most facility owners want to attract local contractors, but often times many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. The Gordian Group believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids.

The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner's expectations for the JOC contractor.

The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session.

If the client prefers, this seminar can be presented in two separate sessions.



- ✓ **Evaluating the CTC**
- ✓ **Applying the CTC**
- ✓ **Building Price Proposals**
- ✓ **Calculating the Adjustment Factor**
- ✓ **Evaluation of the CTC**
- ✓ **How to staff a JOC**

We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for the County the very best qualified contractors at a meaningful, competitive price.



Software Configuration

The Gordian Group will provide unlimited access to our information management software that is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software, eGordian, was specifically designed to support JOC programs. We will configure eGordian to meet the information management needs of the County JOC program.

eGordian is the most comprehensive and most widely used JOC information management software available and the only software designed to manage administration of the entire JOC process. eGordian was developed by The Gordian Group with in-house employees for the sole purpose of administering a JOC program. Designed to streamline the JOC process, eGordian is both simple to use and easy to learn.

eGordian is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, eGordian can handle an unlimited number of Users, Projects, Construction Task Catalogs and other information. As part of the JOC System License the County will receive with our JOC Complete Solution, you will be provided with unlimited access to eGordian for the term of the contract.

eGordian is the culmination of over 21 years of JOC software experience. The software has over 20 individual modules that are used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. The Gordian Group will work with the County to develop program and infrastructure procedures and administration. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. In fact, the information technology representative at the Water Reclamation District of Greater Chicago said this about our team:

"Please pass on to your IT staff that they are one of the most professional, courteous and knowledgeable support groups that I have ever worked with, and I deal with IT support people everyday from all around the country. Please extend my gratitude to the staff for a job well done."

The County will find that eGordian is extremely powerful and flexible when it comes to security, integration and reporting. eGordian exceeds all the requirements specified in your Request for Proposals. A sampling of the first few chapters of the eGordian User's Manual can be viewed in **Section 8**.

The Gordian Group is successful at producing great JOC software because we understand JOC and we build our software to the expectations of our users. This was a challenging task considering we have almost 7,500 eGordian users. Our software accomplishes four important goals that are common with all of our users:

- **Security at all levels:** users, groups, forms, fields and reports.
- **Ease of use:** works like other applications to reduce the learning curve.
- **Flexible:** must adapt to the user's specific environment through customization.
- **Expandable:** must allow for additional features and components.

In addition to these goals, eGordian accomplishes more than any other JOC information management software in the way of:

- **Import/Export:** ability to import data from other systems and export in almost any format.
- **Support and Maintenance:** unlimited support and maintenance.
- **Updates:** no user action required.
- **Hardware Requirements:** any computer connected to the Internet.
- **Construction Information:** agreements with BNI Publishing to provide construction information electronically in eGordian.
- **Features and Components:** more features and components and management capability than any other software package.
- **Architecture:** Built with Microsoft's .NET development tool utilizing Microsoft's SQL Server as the database.

Security

At the heart of eGordian is a robust security system. At the top level of security is the System Administrator. This person has complete access to all of eGordian's features. They can make custom changes to components, add or change users and groups, and configure security settings. It starts with the administrator's module. Only administrators can see this module in the software. From there administrators can manage security settings.

Administrators use this tool to establish users and groups, add users to groups, and apply permissions for each user and group as needed. The administrator can apply, read, modify and delete privileges for users and groups at any level in eGordian. For example, some groups may not have access to a project, others may have read only access, others may have full access, and others may have access to only select fields. **This is the most flexible security system of its kind.**

Ease of Use

- Reports and forms are linked to components in eGordian making it simple for users to find the forms and reports they need.
- Email is integrated into the software so users can email reports, forms and data to others directly from the software.
- Users can drag and drop information between components.
- Users can copy information from and to popular programs like Word and Excel and the format is maintained.
- eGordian allows the user to use common formatting features to format text. This can make Detailed Scopes of Work and other documents more readable.
- eGordian has a spell checker to help with the spelling in text fields.

Expandable

eGordian was designed as a collection of smaller applications. This enables The Gordian Group to easily expand the software. When a facility owner requires capability in the software that does not exist, we can add it quickly and easily. The Gordian Group continues to add new modules as our clients expand their need to track different information.

Order	List Item Name	List Item Name (For Reports)	Mandatory?	Hide?	Updated	Times Used
Enter a new list item here. You can only use the "List Item Name" field.						
0	Adherence to Schedule	Adherence to Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7/21/2005	20
1	Cleanliness of Jobsite	Cleanliness of Jobsite	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	25
2	Davis-Bacon Compliance	Davis-Bacon Compliance	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	24
3	GC's Jobsite Supervision	GC's Jobsite Supervision	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	24
4	Impact to Postal Operations	Impact to Postal Operations	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	22
5	M/W/SBE Compliance Effort	M/W/SBE Compliance Effort	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	20
6	M/W/SBE Compliance Reporting	M/W/SBE Compliance Reporting	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	17
7	Overall Project Coordination	Overall Project Coordination	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	22
8	Phasing of Work	Phasing of Work	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	23
9	Subcontractor Prompt Payment	Subcontractor Prompt Payment	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	16
10	Subcontractor Performance	Subcontractor Performance	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	19
11	Timeliness of Mobilization	Timeliness of Mobilization	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	21
12	Timeliness of Submittals	Timeliness of Submittals	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	20
13	Timeliness of Performance	Timeliness of Performance	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	22
14	Timeliness of Project Closeout	Timeliness of Project Closeout	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	20
15	Workmanship	Workmanship	<input type="checkbox"/>	<input type="checkbox"/>	7/21/2005	23

All changes are saved directly to the database.

Flexible

No two facility owners are the same and therefore, the software to manage their JOC programs should not be the same. eGordian allows administrators to configure the way it works for their organization. eGordian can have components removed that are not being used, field titles changed to reflect use, lists modified to perfectly match

existing systems, forms and reports created or modified exactly as needed, security applied at any level, and policies set to control how it works.

Import/Export

eGordian provides a number of ways to import and export data. The simplest of these is to copy and paste the information to or from another source. eGordian also makes extensive use of XML, a protocol now understood by most popular applications and the Internet.

Exporting information can also be accomplished with eGordian's reporting tool. Every form or report can be exported in several formats including: PDF, Excel, Word, Rich Text and Text.

Software Support and Maintenance

In terms of supporting and maintaining system applications for JOC, The Gordian Group is the most experienced firm. Our in house software design and development team created and supports eGordian. They are available 24 hours a day, seven days a week. When you need help, we are there.

eGordian is an web-based information management tool that aides in every aspect of the JOC process. It is imperative that we ensure that it is properly configured for your JOC program. We have configured, tested and currently maintain eGordian for over 700 locations. Together with your staff, The Gordian Group will fully test the system and certify that it is optimally configured according to your requirements.

We will provide unparalleled support following the configuration and testing of the software. The support will be a combination of on-site personnel, remote access and toll-free support hot line.

- **On-Site Personnel**

Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in eGordian and can handle almost every question without additional assistance. Our representatives have conducted a substantial number of eGordian training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks.



- **Remote Access**

Remote access applications such as GoToMeeting, pcAnywhere and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems the user is experiencing. Through a basic dial-up modem or Internet connection, pcAnywhere and NetMeeting enable our support representative to work on the user's computer as if they were sitting at the

user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support.

- **Toll-Free Support Line**

Calling our toll-free software user support line will connect the user with an Information Technology Specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel.

Updates

eGordian is a web-based application. This means that no action is required by the end user to update the software. As updates are completed and fully tested, they are immediately available to all users. A message is placed on the eGordian login web page to notify users prior to the release of an update. This message will include a link to instructional material, when necessary, so that the users can become familiar with the update before it is released.

Hardware Requirements

eGordian is unique in that it has practically no minimum hardware requirements. Since it is a web-based application, any computer with access to the Internet can use eGordian. This includes UNIX and Macintosh computers. A broadband connection of 1mbps or higher is recommended.

Construction Information

The Gordian Group has teamed up with BNI Publishing to provide facility owners and contractors relevant construction information within eGordian. BNI Publishing offers the following products with electronic access through the eGordian software:

- **Construction Dictionary:** Over 12,000 terms defined.
- **Code Finder:** Search for any code section and find the location of the appropriate code.
- **Construction Inspection Manual:** Recommended duties, responsibilities and limitations for many typical inspections.



These valuable tools can be purchased through The Gordian Group from BNI Publications as add-ons to eGordian. All BNI Publication products licensed through eGordian are included in both electronic and bound copy form.

Features and Components

eGordian manages all aspects of the JOC Process. eGordian's primary function is to manage Job Orders within projects. eGordian can track budgets, locations, people,

meetings, cost estimates, Proposals, Proposal reviews, submittals, subcontractor and MBE/WBE participation, project logs, invoices, evaluations and tracking dates. The following is a description of each of eGordian's features and components.

- **Project**

Basic information is entered for the project such as project number, title, and description.

- **Job Order**

Pertinent Job Order information can be entered on the Job Order screen. Job Order number, title, status, contract, schedule, work type, specialties involved, drawings and submittals required, special instructions, the final Detailed Scope of Work and notes. Project Managers will rely on this information daily to view new projects.

- **Budget**

Budget information can be added and tracked for a Job Order based on specific budget lines.

- **Location**

One or several locations can be added for a Job Order. The locations tie back to a list of locations to give consistency between the Job Order and full capability to do proper tracking.

- **People**

Any people associated with a particular Job Order can be added for easy reference and tracking purposes.

- **Meeting**

You determine the types of meetings necessary and track information such as dates, times, attendees and notes. Typical meetings might include Joint Scope Meetings and Pre-Construction Meetings.

- **Cost Estimate**

You can develop cost estimates for each Job Order. The cost estimate can utilize the Construction Task Catalog or price information from other sources. The cost estimate can be used to establish accurate budget information.

- **Price Proposal**

The contractor can quickly create a Price Proposal utilizing the electronic Construction Task Catalog. The Adjustment Factors are entered during setup of the software and are automatically applied to tasks as they are entered. Like estimates, the contractor can develop several Price Proposals for one Job Order and combine them when responding to a request. When new tasks are needed, the user can easily create them in custom catalogs and use them on any Job Order.

- **Proposal Review**

eGordian automatically scans the contractor's Price Proposal for errors to determine if the proper Adjustment Factors were used and to confirm that the math is correct. It also compares revised Price Proposals to previously submitted Price Proposals saving the client's Project Managers hours of review time while keeping an audit trail of all changes. The Project Managers

can enter notes and alternative quantities for each task and transmit their comments to the contractor. All Price Proposals received are saved to preserve the audit trail.

- **Submittals**

You can track each submittal with the submittal log. eGordian has the power to follow your submittals through the approval cycle. eGordian also has the capability to manage a submittal library and to link items in the library back to projects.

- **Subcontractors and MBE/WBE**

eGordian tracks subcontractor utilization by Job Order to track the utilization of small, minority, women or disadvantaged owned businesses. The contractor can also use this tool to track subcontracts and payments to subcontractors.

- **Project Logs**

Project logs can track several items that are involved during day to day project delivery. This feature is used to track weather, site check lists, site variables and to log notes.

- **Invoice**

The contractor can prepare electronic invoices that are uploaded to eGordian for automated invoice tracking.

- **Evaluation**

eGordian provides the Project Manager with a customizable evaluation form to critique the contractor's performance on each Job Order. This feature tracks a contractor's performance and leads to performance improvement.

- **Tracking Dates**

You can track an unlimited number of dates in eGordian. These are typically milestone dates that represent distinct steps in the JOC process.

- **Forms**

Forms are driven by Crystal Reports, the leader in data formatting and reporting. This will give you the power to create forms and documents needed for JOC like never before. eGordian can produce any form a Project Manager may require from a Notice of Joint Scope Meeting to a Project Closeout Form. Project Managers can spend their time managing construction, not typing. Forms are easily organized with the same interface that you use to organize your JOC information. You can also link forms and reports to any icon in the explorer to give you one button printing. Sample forms are provided in **Section 9**.



- **Management Reports**

Like forms, management reports are also driven by Crystal Reports and eGordian's reporting capability is flexible enough to handle just about any request. A report can be created to list every project in a program area or managed by a particular Project Manager. Reports can be created which list a certain group of projects and the critical dates for each such project. This

allows the Project Manager or administrator to track the progress of a certain project or series of projects. Reports can also be created that provide information such as how much volume was completed by each contractor or for each program area. Sample management reports are provided in **Section 10**.

- **Administration**

You can control every aspect of eGordian from the administration module. Edit lists, modify forms and reports, change program policies, add users and change security settings are just a few of the controls. The easy to use interface will have you up and running within minutes.

- **Security**

eGordian comes complete with a security module that manages both user and groups. The security can be set for each field within eGordian. Each user and group is given or denied read, write, modify and delete access to every aspect of the software including administrative functions.

- **Find**

Find is a feature that works with almost all components in eGordian. This tool is used when a user is searching for information within eGordian and needs to find it quickly. It is most often used with the Construction Task Catalog to find specific tasks.

- **Backup/Restore**

The Gordian Group protects eGordian data in a number of ways that is described in more detail below under the heading Architecture. In addition to our data protection measures, you can also create a full backup of the data from eGordian on your local computer with the click of a button or automated script. eGordian utilizes web services to deliver data to end users for backups or other applications. Using a tool we have developed, you can have a replica of your data in XML or Microsoft Access. We can also assist with getting the data into other formats that you may require. This data can also be used to restore eGordian in the case of a catastrophic loss. However, a catastrophic loss is unlikely since we use three separate systems to guard against data loss.

- **Online Help**

Help is a keyboard stroke away. eGordian's context sensitive help will provide you with specific help on the eGordian component you are using at that time. You can also use Index and Search to find help on other topics.

Architecture

The Gordian Group developed a web-based JOC management solution that provides the speed and experience of a rich application environment, but available over the Internet. We started with Microsoft's premier development tool called .NET (dot net). Once eGordian was developed, it was deployed on Dell servers with Windows 2003 operating systems. We chose Microsoft's SQL Server as the database for the application. Citrix Metaframe running on Windows 2003 servers is used for application delivery to the user. The final result is a fast, easy to use and secure application available over the Internet.

This architecture has several benefits:

- Available anytime and anywhere there is an Internet connection.
- No minimum requirements on client computer hardware or software.
- No servers to purchase or maintain.
- No software to purchase or maintain.

We have built redundancy into every part of the system to ensure safety of the connection and data. The following is a list of safety measures used by The Gordian Group:

- Each server is connected to an uninterruptible power supply (UPS).
- A 60kW propane powered generator provides instant alternative power in the event of local service power failure.
- Multiple ISP connections with completely separate backbones allow traffic to move from one provider to another in the event of internet failure.
- A firewall device protects against unwanted intrusion.
- Each server utilizes a RAID 5 disk configuration to maximize speed and provide redundancy against hard disk failure.
- Servers are in a cluster array to ameliorate single server failure.
- Additional servers provide backup in the event of a server failure.
- SQL servers are backed up by replication to other on-site SQL servers.
- Servers are backed up to tape on a daily basis, with the most recent tapes stored off site, and the tapes recycled using a daily, weekly, monthly schedule.
- A mirror site located in British Columbia serves as a disaster recovery site by replicating in real time the data from the primary site in South Carolina. The mirror site has 100% of the potential capacity of the primary site. With a mirror site, clients will not lose the ability to work even if a catastrophic failure occurs at the primary data center. All data entered on the disaster recovery site will replicate back to the primary site once the primary site is back online.



Implementation & Training

The Implementation and Training phase incorporates all the activities necessary to implement the County JOC program.

Program Implementation

The Gordian Group can develop and implement a JOC program for the County within 120 days of the receipt of a notice-to-proceed.

The Gordian Group has an outstanding track record of developing JOC programs within or ahead of the established schedule for every client. The fastest start-up in the history of The Gordian Group was Kern County, California. The County desired a fast track start to avoid losing some year-end funding. With cooperation from County staff, we were able to open bids 50 days early. The key events and delivery dates are shown below.

Date	Scheduled Item	Elapsed Time
December 7, 2000	Kick-off meeting with Kern staff	1
December 22, 2000	1 st Draft JOC document preparation	15
January 31, 2001	Pre-bid meeting	55
February 15, 2001	Bid opening	70

For the City of New York Department of Education, we developed the JOC program and opened bids 30 days ahead of schedule. The first JOC contract was awarded by the Department in the middle of June 1996. The Department of Education's JOC program remains active today with 12 JOC contracts and an annual capacity of over \$32,000,000. The numbers of days to complete each activity are shown below.

Date	Scheduled Item	Elapsed Time
February 14, 1996	Kick-off meeting with DOE staff	1
Feb. 14 thru April 10	JOC document preparation	56
May 1, 1996	Pre-bid meeting 1	70
May 8, 1996	Pre-bid meeting 2	83
May 15, 1996	Bid opening	90

Meeting the 120-day schedule will require working as a team. Timely response from County staff to our requests for information and requests to review draft documents is critical to the development and implementation process. We are aware that your staff has multiple demands placed on them in addition to your JOC program. Experience has shown us that it is best to work in our client's facilities during the early stages of the contract, so we are available to meet with client staff at their convenience. We request that the County provide us with office space and access to the Internet, telephone service, facsimile machines and copiers.

JOC Training Program

The Gordian Group will be responsible for developing a comprehensive JOC training program, which will include different course modules so that all elements of County and contractor staff will receive specialized training. The training program will be based on approved County policies and procedures.

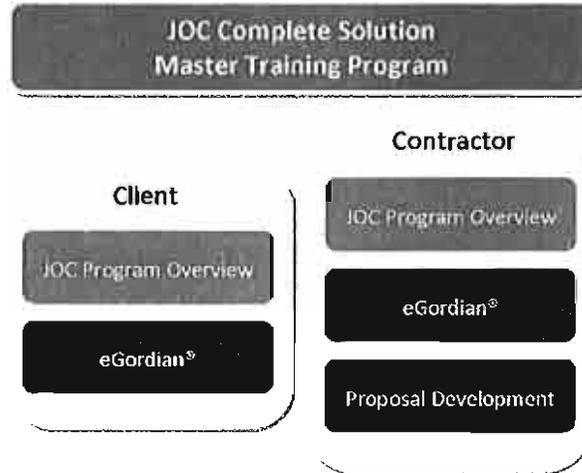
The JOC training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands-on practical application of the JOC program. **The training sessions will be unique to the County and will not be "canned" sessions.**

The Gordian Group will develop and publish all training aids and materials necessary to support the JOC training courses.

JOC Master Training Program

The Gordian Group's JOC Master Training Program has been fine tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for County staff. The training program is organized as a series of independent course modules. This "cafeteria structure" allows us to train selected groups in only those

modules of value to them. This modular approach eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained. Training modules have been refined over time and include the following:



JOC Program Overview – The JOC Program Overview Module is designed to familiarize County staff and ezIQC clients with the JOC concept and provide an overall orientation to the JOC contract documents and the overall process. The module provides general exposure to how JOC works, what types of projects it is best suited for, program terms & conditions, execution procedures, and job order management basics. In addition, JOC is presented from a contractor’s perspective so the County can better understand the contractor’s risk and potential reward. Included in this module is a discussion of how a contractor prepares a JOC bid.

The Contractor receives JOC Program Overview training similar to the training provided to the County except that JOC is presented to them from the owner’s perspective. It is important that each party fully understand the objectives and responsibilities of the other party.



This module is presented in a lecture and discussion format.

eGordian – The eGordian Module provides a general overview of our proprietary JOC management information software and the applications that support the entire JOC process so that the County understands the management information processing that occurs after their requests are entered into the system. In addition, the County will learn about the robust report generation capabilities of the system. Because the primary interface of eGordian is Windows Explorer-based, participants will readily adapt to the user-friendly nature of our software.

Contractor training will center around learning the specifics about using eGordian for Proposal development. Training will include how to use the Construction Task

Catalog, technics to search for the appropriate tasks, how to submit Proposals for review, and the proper method for revising Proposals.

The eGordian module is presented in a mixed lecture and practical exercise format. Copies of the eGordian documentation are contained in the training manual.

Proposal Development – This module is designed to provide in-depth training for the contractor on how to use the Construction Task Catalog and the eGordian software to build and manage Price Proposals. Training will include tips on how to search for the appropriate tasks, how to submit Price Proposals for review, and the proper method for revising and resubmitting Price Proposals. Discussion and tips for success will be offered on how to make proposals accurate and timely to prevent unnecessary revisions. ezIQC service delivery standards are also included.

This module is presented in a mixed lecture and practical exercise format and is typically given in three to four hour blocks. Copies of the eGordian documentation are contained in the training manual.

Training Frequency

The Gordian Group will conduct as many training courses as required to ensure that County staff is fully prepared to execute the JOC program. Training will include a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms. The training courses will include practical exercises that will be based on actual County projects. A sample Table of Contents from our JOC Training Manual is provided in **Section 11**.



Post Implementation JOC Facilitation Support

The Gordian Group proposes to provide Post Implementation JOC Facilitation Support (which we call Job Order Development Services) for the County and the local government agencies that elect to utilize the County's JOC program. Developing the Job Order is the most critical step in the JOC process because this is the step where it is determined that the owner is paying the contractor the appropriate price for a Job Order. In our experience clients frequently lack the staff that is qualified or available to perform the functions necessary for this step. To ensure that the County JOC contracts are utilized properly, it is important that qualified project managers assist the County and any participating agencies with developing each Job Order. Our Job Order Development Services include the following:

- **Project Identification** – When a project is submitted by the County on the eGordian website or by participating agencies on the www.ezIQC.com website, The Gordian Group will contact the client and assist them with determining whether the project is appropriate for JOC.
- **Contractor Identification** – We will monitor the activities of each JOC contractor within the County JOC program using project performance and ezIQC client satisfaction survey data. We will use our knowledge of which contractors are currently engaged on other projects, which contractors have potential backlog that would inhibit timely performance, which contractors may be struggling, and which contractors are providing outstanding service

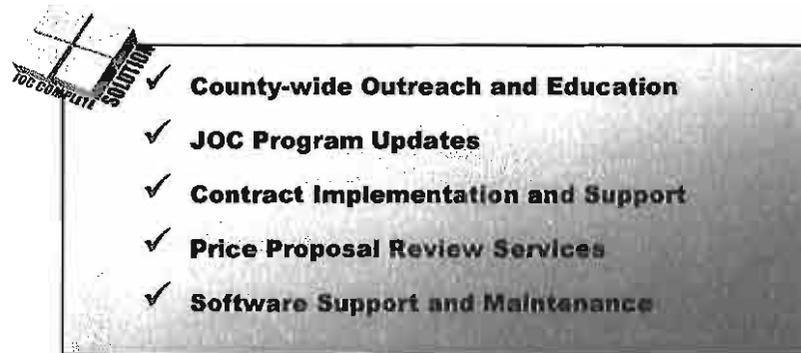
to help the client select a JOC contractor. We will inform each participating agency client as to the adjustment factors for each contractor.

- **Joint Scope Meeting** – After entering your project, a Gordian representative will quickly schedule a Joint Scope Meeting at the project site to help you and the contractor agree on the details of the work that the contractor will perform. The scoping process allows the contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Detailed Scope of Work** – We will then help you prepare a Detailed Scope of Work that describes the work the contractor will perform based on the scope meeting discussion. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor. We will also assist with resolving issues when project plans and actual conditions vary.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian representative will issue a Request for Proposal to the contractor.
- **Price Proposal** – Next, the contractor prepares a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog[®] almost like ordering off of a menu. They simply multiply the unit price X the required quantities X the contractor's competitively bid Adjustment Factor. That's it. No haggling. No extra charges. The contractor also prepares a construction schedule and a list of proposed local subcontractors.
- **Price Proposal Review** – Then, a Gordian representative will review the Price Proposal to make sure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. We will also review all submissions by the JOC contractor pertaining to the Job Order including schedule, safety plan, submittals, shop drawings, permits, etc. and we will verify County authorization, approval and budget account information. Then the Gordian representative will submit the Price Proposal for your final review.
- **Purchase Order** – If you are 100% satisfied with the Price Proposal, construction schedule, and proposed subcontractors, and decide to move forward, you can ask the contractor to submit payment and performance bonds and certificates of insurance on your standard forms. For some projects, payment and performance bonds may not be required. If the bonds and insurance are acceptable, you simply issue a purchase order for the contractor to proceed. The construction is now ready to begin in a fraction of the time that you normally spend to procure a project.
- **Construction** – During construction, the County and participating agencies follow standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the client desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. No longer is the client at the mercy of the contractor to arrive at a cost for changed work, because everything is pre-priced.
- **Client Satisfaction** – Satisfaction with the process, the contractor and the work performed by the contractor is critical to the success of the program and

drives repeat demand among participating agencies. To track eziQC performance, Gordian provides the County with a satisfaction tracking capability that will be administered to your participating agency "clients". The eziQC.com service system will automatically generate an electronic satisfaction survey and send it via email to the participating agency at the close of a Job Order. Results will be monitored and shared with the County.

Post Implementation JOC Administrative Support

The Gordian Group will provide Post Implementation JOC Administrative Support during the term of the contract. Specific technical assistance will include:



County-wide Outreach and Education

Because this is a new type of construction procurement capability to most County department and government agencies, and seemingly more complex than buying hard goods or school supplies, experience shows that regular proactive communication is critical to trial and repeat use of the contract. Ideally, the County, The Gordian Group and the contractors are mutually committed and involved in active, on-going communication efforts.

The Gordian Group will provide County specific communication tools to make prospective participating agencies aware of the contracts and encourage use of the process. The communication will combine proven deliverables adapted for the County's unique requirements. In general the tools fall into three categories of:

- Assistance crafting and deploying County communiqués;
- Developing eziQC branded communiqués;
- Development and approval assistance on contractor communiqués.

An extensive range of deliverables within this promotional mix will be crafted including printed collateral, press releases, social media posts, web pages, trade shows, trade association articles and speeches, prospective agency presentations, etc. A sampling of prospective agency outreach materials is provided in **Section 12** of this proposal.

JOC Program Updates

During the term of the contract, The Gordian Group will provide continual updates for the County JOC Program as follows:

- Provide the County with JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of the County; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that the County retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of the County .
- Work closely with the project managers on existing contracts, to identify non-prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items.
- Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.

Contract Implementation Support

During the term of the contract, The Gordian Group will provide continuing contract implementation and support services as follows:

- Perform the Job Order Development Services described on **Pages 25-27**.
- Train and assist County staff in management of the JOC program.
- Conduct complete training sessions on an as needed basis for new County staff and the JOC contractors in the execution of JOC and the use of the eGordian software.
- Conduct periodic refresher training sessions for County staff and the JOC contractors in the execution of JOC and the use of the eGordian software.
- Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC.
- Work closely with County and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures.
- Assist the County in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.

Price Proposal Review Services

As specified in Task 6 of the RFP, The Gordian Group will review and provide comments for each Price Proposal submitted by the JOC contractors. Our Price Proposal Review Services include the following:

- Review and become familiar with the Detailed Scope of Work including, as necessary, meeting with the County's Project Manager to obtain a clear understanding of the work to be performed,
- Determine that the JOC contractor is proposing reasonable means and methods to perform the work specified in the Detailed Scope of Work,
- Verify that the correct tasks have been selected to perform the Detailed Scope of Work,
- Verify that a task is not available in the Construction Task Catalog for each non-prepriced task included in the Price Proposal, and
- Verify that the correct adjustment factor has been used to prepare the Price Proposal.

Price Proposal Review Services do not include any responsibilities for conducting or attending Joint Scope Meetings, preparing Detailed Scopes of Work, or verifying task quantities.

Software Support and Maintenance

In terms of supporting and maintaining system applications for JOC, The Gordian Group is unmatched since our in-house software design and development team that created eGordian, also supports it. eGordian is a web-based information management tool that aides in every aspect of the JOC process. Our team makes sure that it is properly configured for your JOC program. The Gordian Group has configured, tested and is currently maintaining eGordian for over 700 locations. Together with your staff, we will fully test the system and certify that it is optimally configured according to your requirements.

After your system is up and running effectively we will provide technical support services for the eGordian software using multiple communication methods to serve the County in a convenient and efficient manner.

- **On-Site Personnel**

Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in eGordian and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of eGordian training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks.

- **Remote Access**

Remote access applications such as GoToMeeting, pcAnywhere and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems the user is experiencing. Through a basic dial-up modem or Internet connection, our support representative can work on the user's computer as if they were sitting at the user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support.

- **Toll Free Support Line**

Calling our toll free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel.

The primary reason JOC programs developed and implemented by The Gordian Group are so successful is the on-going support we provide to our clients. We frequently receive letters and emails from both clients and contractors regarding the quality of our service. A few of these are provided below:

"Once again the Gordian Group and all their support people have risen to the occasion. Through all their efforts in bringing me up to speed with [the software], the construction management staff here at CSULB has been able to turnaround in record time a very important project in the SSPA facility. Thanks again to Dave Velarde, Kris, Mona, and Neil and the other staff members whom have gone out of their way to bring success to this process. Without Neil this would not have happened, and I cannot even begin to tell you what the ramifications would have been if we could not have pulled this off for summer construction. Once again thanks to all at Gordian. You all are the "BOMB". "

Patrick Farrell
Sr. Planner, Estimator, Scheduler
California State University, Long Beach

"Dear Mr. Coffey,

In this construction business we're in, it seems everyone takes the time to complain about things that aren't quite right, but not many compliment those that are exceptional. I would like to take the time to convey my appreciation for the outstanding job that your team has been doing for us here in the Bay Area and Sacramento. I have worked with Phil Rubino and Alex McManus for over 5 years now while I was employed by two different companies. Their professionalism, courtesy, and willingness to go that "extra yard" to help all involved in these projects are a credit to your firm. We have not worked as long with Mr. Rex DeMartini up in Sacramento, but he certainly has exhibited that same spirit to date. I would also like to compliment Mr. Neil Tuck. This man has been very patient with all of our people in dealing with our various requests and questions, especially while changing over to the [new] system, and does it in a cheerful, courteous manner. Kudos to your team--they have done you proud!!"

Charles Terrazas
Construction Manager
Staples Construction

"Clint,

I just wanted to send you an email to show my appreciation for the tremendous amount of help and assistance that Michael Kahl has provided me over the years. He is virtually always accessible, whether he is driving down the interstate, at an office or somewhere else, and if not immediately available, his voice mail response is prompt. This

gentleman is indeed a remarkable asset to your organization and as such, I feel that his efforts should clearly and openly be applauded. "

Michael R. Mace
EFSO Project Manager

The Gordian Group's business is based on the concept of shared success. We succeed only if you do. We are excited about the opportunity to put our JOC Complete Solution and ezIQC services with their many benefits to work for Cook County Government and participating agencies in your area. Our proposed implementation schedule is presented on the next page. Please visit www.TheGordianGroup.com to learn even more.

Key Personnel

Harry H. Mellon

Chairman

21 years of employment with The Gordian Group

Harry Mellon is responsible for:

- Programmatic and technical expertise for the development and implementation of the JOC program

Education

- M.S., Civil Engineering, Princeton University, NJ
- M.S., Business Administration, George Washington University, DC
- B.A., Mathematics, San Diego State University, CA

Relevant JOC Experience

Inventor of Job Order Contracting

Mr. Mellon invented JOC in 1981 while serving as the Chief Engineer for Supreme Headquarters Allied Powers in Belgium. In 1985, he was tasked with the responsibility of developing and implementing the JOC program for the Department of Defense, including the SABER system for the U.S. Air Force and the Work Order Contracting (WOC) system for the U.S. Navy. The use of JOC remains an integral part of the current DOD facility maintenance and construction program.

The Gordian Group

Mr. Mellon formed The Gordian Group in 1990 to develop and implement JOC programs for public facility owners throughout the U.S. Mr. Mellon serves as the Principal-in-Charge for all of the over 160 clients of The Gordian Group. JOC programs, under the direction of Mr. Mellon, complete in excess of \$5,000,000 in facility maintenance and construction every day.

U.S. Army Corps of Engineers, Washington, DC

Program Manager responsible for the worldwide development and implementation of the Job Order Contract. Responsibilities included the fast track management and the preparation of technical documents which included identification and costing of 25,000 engineering tasks, financial controls, automated systems support, engineering specifications, and worldwide marketing and implementation procedures.

U.S. Military Academy, West Point, NY

Facilities Engineer responsible for the operation, maintenance, repair, and construction of all real property, facilities, utility plants, distribution systems, and grounds for the U.S. Military Academy.

Supreme Headquarters Allied Powers, Europe; Mons, Belgium

Chief Engineer responsible for the invention of JOC. Responsibilities included direct supervision and management of international facilities engineering organization and design and construction of a myriad of repair, maintenance, and



new construction projects. Supervised an international staff of over 500 people. Developed programs and budgets and was responsible to the Military Budget Committee of NATO.

Other Experience

CRSS, Inc., Greenville, SC

Prior to starting The Gordian Group, Mr. Mellon served as a Senior Vice President and General Manager for the Federal Services Division at CRSS, Inc. He was responsible for a full service architectural/engineering design division consisting of two regional offices. Mr. Mellon served as the Principal-in-Charge and Project Manager for numerous Federal, State, and City projects ranging in value from \$55 million to \$130 million.

Mr. Mellon has a proven track record of managing a complex program consisting of hundreds of simultaneous projects at multiple locations within budget and on schedule. Mr. Mellon's professional experience includes not only the normal design disciplines but experience managing specialty design requirements utilized on specialized building projects (i.e., security design, healthcare design, infrastructure design, DOD specialty design, etc).

Professional Associations

- Member: Society of American Military Engineers
- Member: Western Council of Construction Consumers
- Member: Association of Higher Education Facilities Officers (APPA)
- Member: The National Association of State Facilities Administrators (NASFA)

Robert D. Coffey

CEO/President

21 years of employment with The Gordian Group

Robert Coffey is responsible for:

- Corporate Operations
- Product Development
- Technical expertise for the implementation of the JOC program
- Managing The Gordian Group staff of consultants, engineers, estimators, programmers and support personnel

Education

- Bachelors of Landscape Architecture, Kansas State University, KS

Licensures

- Landscape Architectural License #483, State of South Carolina

Relevant JOC Experience

The Gordian Group

Mr. Coffey co-founded The Gordian Group with Mr. Mellon in 1990 to develop and implement JOC Programs for public facility owners throughout the United States. Mr. Coffey serves as the CEO/President of the corporation and is responsible for day-to-day operations of the company.

Mr. Coffey is also responsible for The Gordian Group's Information Technology, which includes research, development, design and maintenance of all networks, software, and web sites. He has consulted on all projects completed by The Gordian Group to coordinate IT issues.

Mr. Coffey designed and developed The Gordian Group's JOC Information Management System, PROGEN, which includes all of the project management functions and capabilities to fully support the JOC process. He completed the design of our Internet based version of PROGEN. Rollout of this version began in early 2003.

Prior to becoming CEO/President, Mr. Coffey served as the Project Manager for the following clients:

- Metropolitan Atlanta Rapid Transit Authority
- Miami-Dade County Public Schools,
- Palm Beach County
- Los Angeles County, Internal Services Department

Other Experience

CRSS, Inc., Greenville, SC

Project Manager responsible for managing design projects for both private and government clients. Duties involved management of the design, client meetings, management of project budget, negotiating changes of scope, and preparation of financial status reports and project schedules. Developed a computerized,



division wide, manpower utilization system. Representative government projects include:

- Voice of America, United States Information Agency, Project Manager for a five year task order contract with the United States Information Agency. The project involved CAD support, computer translation of drawing files, and scheduling support.
- North Carolina Department of Transportation, assisted in the development of Environmental Assessments for new highway work at various locations in the state.

Professional Associations

- Member: American Society of Landscape Architects
- Member: Association of Higher Education Facilities Officers (APPA)
- Member: The National Association of State Facilities Administrators (NASFA)

Computer Hardware and Software Experience

Experienced with PC and Macintosh hardware. Experience in programming databases using industry standards such as D-Base, DBXL, FoxPro, SQL, and Access. Extensive programming experience with Visual Studio, .Net, Foxpro, Visual Foxpro, Visual Basic, HTML and JAVA. Network experience including routers, internet, email, dial-up-networking, virtual private networks, web hosting and security. Complete knowledge of a multitude of office software as well as, communications applications, PROGEN proprietary software, and PC Anywhere.

Jonathan R. Van Daveer

Senior Project Manager

18 years of employment with The Gordian Group

Jon Van Daveer is responsible for:

- Overseeing the full development, implementation and support of the JOC program
- Managing the Gordian team that will support the County's JOC program

Education

- B.S.C.E., Civil Engineering, Montana State University, MT

Relevant JOC Experience

The Gordian Group

As a Senior Project Manager, Mr. Van Daveer is responsible for the development, implementation and continued support of the Job Order Contracting program for the following:

- City of Chicago, IL
- City Colleges of Chicago, IL
- Chicago Transit Authority, IL

Roy Jorgensen Associates, Inc., Buckeystown, MD

Project Manager for the execution of the Job Order Contract at White Sands Missile Range, New Mexico. Responsible for the planning, organization, scheduling, and controlling of construction operations for a \$5 million JOC construction program. Operations included the management of 25 subcontractors and 40 different projects at any one time.

Other Experience

De Leuw Cather International

Limited Project Manager supporting the:

- Taiwan Area National Expressway Engineering Bureau for the construction of a multi-billion dollar expressway system.
- Implementation of a microcomputer supported construction operations management system for the Government of Saudi Arabia.
- U. S. National Park Service responsible for the Pacific Northwest, Alaska, Rocky Mountain, and Midwestern regions.

Responsibilities included the establishment of standard procedures for design, engaging consultants and contractors, quality assurance procedures for design and construction and the development of construction management procedures.

Dwayne Pierre-Antoine

Project Manager

3 years of employment with The Gordian Group

Dwayne Pierre-Antoine is responsible for:

- Coordinating information between County staff and the Gordian team
- Coordinating the full development, implementation and support of the JOC program
- Coordinating the development of the advertisements, contract documents, and contract terms and conditions
- Execution and review of the JOC program
- Developing marketing and community relations activities related to JOC

Education

- B.S., Political Sciences Bradley University, IL

Relevant JOC Experience

The Gordian Group

As a Project Manager, Mr. Pierre-Antoine is responsible for the continued support of our contracts to provide JOC consulting services for the following:

- City Colleges of Chicago
- City of Chicago

Other Experience

Metro Chicago Development, IL

As President of Metro Chicago Development, Mr. Pierre-Antoine was responsible for the acquisition, construction and leasing of distressed properties within the Chicago land Area. He managed the project planning of property cost analysis, hiring contractors, Section 8 Inspections and Tenant Relationships.

Travelers, IL

As a outside field adjuster, Mr. Pierre-Antoine handled property claims of medium to high severity and complexity. He would complete field inspection of losses including accurate scope of damages, photographs, written estimates and/or computer assisted estimates. He would investigate and evaluate all relevant facts to determine coverage, damages and liability of first-party property damages claims.

W. Christian Mellon

Project Manager

11 years of employment with The Gordian Group

Christian Mellon is responsible for:

- Coordinating information between County staff and the Gordian team
- Assisting with the implementation and support of the JOC program
- Assisting with marketing and community relations activities
- Managing the day-to-day activities of the Gordian team
- Training of staff and contractors

Education

- B.A., Economics Hampden-Sydney College, VA.

Relevant JOC Experience

The Gordian Group

As a Project Manager, Mr. Mellon was responsible for implementation and the continued support of our contracts to provide JOC consulting services for the following:

- Chicago Transit Authority
- Indiana University
- City of Chicago
- Lake County
- City of Naperville

As a Federal Marketing Coordinator, Mr. Mellon provided marketing services for The Gordian Group by developing the JOC-in-the-Box marketing concept for U.S. Army and Air Force facilities.

Other Experience

Kenco Equipment Leasing, OR

Customer Service, Telephone Sales and Lease Account Executive

Jason Whitlock

Job Order Development Specialist

6 years of employment with The Gordian Group

Jason Whitlock is responsible for:

- Developing Preliminary Scopes of Work
- Coordinating Joint Scope Meetings between the owner and contractors
- Assisting with the preparation of Detailed Scopes of Work
- Issuing the Requests for Proposals to the contractor
- Reviewing Price Proposals submitted by the contractor
- Presenting Job Orders to the owner for approval

Education

- B.A., Business Administration Carthage College, WI

Relevant JOC Experience

The Gordian Group

As a Project Manager, Mr. Whitlock is responsible for the continued support of the Job Order Contracting programs for the following:

- United States Postal Service
- Chicago Transit Authority
- City of Chicago Department of General Services

Other Experience

BMI Concepts

Owner/Estimator responsible for estimating property damage for insurance claims.

Universal Restoration Services

Project Manager responsible for managing multiple jobs from start to finish. Primary responsibilities include budgeting, scheduling, and organizing.

Derek LaDuke

Job Order Development Specialist

6 years of employment with The Gordian Group

Derek LaDuke is responsible for:

- Developing Preliminary Scopes of Work
- Coordinating Joint Scope Meetings between the owner and contractors
- Assisting with the preparation of Detailed Scopes of Work
- Issuing the Requests for Proposals to the contractor
- Reviewing Price Proposals submitted by the contractor
- Presenting Job Orders to the owner for approval

Relevant JOC Experience

The Gordian Group

As a Project Manager, Mr. LaDuke is responsible for the continued support of the Job Order Contracting programs for the following:

- Public Building Commission of Chicago
- Metropolitan Water Reclamation District of Greater Chicago
- City of Naperville

Other Experience

Dubin Residential & Commercial, IL

Development Manager responsible for meeting with architects and civil engineers to establish schematic design and land development plans. Obtained required CDOT permits for site improvements and project access. Oversaw and managed all project remediation including phase 1 and 2 soil remediation and issuance of NFR letter, removed of building asbestos. Directly responsible for all project reporting and documentation of Commercial and residential developments.

As a Project Manager, solicited, prepared and reviewed bid documents and negotiated contracts. Development and tracked project schedules. Coordinated all incoming utility services. Responsible to coordinate subcontractors and construction quality. Worked on multiple projects simultaneously from the field.

BEJCO Development Corporation, IL

Owner Representative responsible for the review and understating of civil work drawings and specifications and provided recommendations as required. Responsible to monitor project civil infrastructure installation and all site work improvements. Daily inspections of safety, site cleanliness, excavation techniques and trenching.

Keith Keller

Job Order Development Specialist

2 years of employment with The Gordian Group

Keith Keller is responsible for:

- Developing Preliminary Scopes of Work
- Coordinating Joint Scope Meetings between the owner and contractors
- Assisting with the preparation of Detailed Scopes of Work
- Issuing the Requests for Proposals to the contractor
- Reviewing Price Proposals submitted by the contractor
- Presenting Job Orders to the owner for approval

Education

- B.S, Computer Information Systems. De Vry Institute of Technology

Relevant JOC Experience

The Gordian Group

Mr. Keller works as a Job Order Development Specialist developing Job Orders for construction projects at the Chicago Public Schools. He has worked on hundreds of JOC projects and his responsibilities included conducting Joint Scope Meetings, preparing Detailed Scopes of Work, reviewing contractor Proposals, inspecting work and approving requisitions.

Chicago School Associates

Project Manager for the Chicago Public Schools' Capital Improvement Program as owner's representation. Responsible for using the JOC program to issue, review and award projects to CPS JOC Contractors.

Other Experience

Brinks, Hofer Gilson & Lione

Unit Manager responsible for planning, directing, coordinator and controlling of site resources. Performed the hiring and counseling of all site personnel. Disciplined and dismissed site personnel as needed. Prepared weekly reports on site performances and staffing.

McCullough, Campbell & Lane

Lead Operator responsible for overseeing day-to-day operations of office service department. Coordinated special projects and worked on-on-one with outside vendors to maintain cost containment.

J. Michael West

Documents Manager

8 years of employment with The Gordian Group

Mike West is responsible for:

- Managing The Gordian Group's cost estimating staff
- Managing The Gordian Group's technical specifications staff
- Supervising the preparation of client specific Construction Task Catalogs
- Cross checking Construction Task Catalog tasks with the Technical Specifications
- Providing research of current trends within the construction industry
- Monitoring cost trends for construction around the country and utilizing this information when developing customized Construction Task Catalogs for clients

Education

- B.S., Mechanical Engineering, 1980, Georgia Institute of Technology, Atlanta, GA

Licensures

- Professional Engineer, Georgia #21795, 1995
- Certified Cost Engineer #1186, 1993

Relevant JOC Experience

The Gordian Group

As the Documents Manager, Mr. West is responsible for maintaining The Gordian Group's construction cost databases and for managing the preparation and publication of all Construction Task Catalogs and Technical Specifications.

Project Time and Cost, Atlanta, GA

- Managed development of all construction estimates and construction cost databases for Project Time & Cost, Inc., a nationwide construction estimating consultant.
- Developed company expertise in design engineering and construction consulting, as well as value engineering and claims management/litigation.
- Extensive background in coordinating and managing all cost engineering and estimating services with responsibilities for the execution of all cost control activities, from feasibility through final design through post-construction.
- Instrumental in the establishment, set-up and operation of in-house automated cost engineering systems.
- Directed the development of unit price books and contracts for a subsidiary of PT&C as part of the launch of a nationwide contractor network to provide construction services to the largest property insurers in the U.S.
- Project Manager and mechanical estimator for chemical demilitarization projects at Tooele and Pine Bluff.

Other Experience

Responsible for preparation of cost estimates and management of the cost estimating group at Project Time & Cost for all types of cost engineering projects. The following are representative project types:

- Airports – Renovations to Intercontinental Airport, Houston TX
- Barracks – Enlisted Barracks with Administrative Support Facility, Redstone Arsenal, AL
- Chemical Process/Chemical Treatment – Pine Bluff Chemical Demilitarization Facility, Pine Bluff, AR
- Convention Center – Gwinnett County Civic Center, Gwinnett County, GA
- Correctional – 500 Cell Addition to George R. Vierno Prison Center, Rikers Island, NY
- Courthouse – New U.S. Courthouse, Montgomery, AL
- Educational – SATCOM Applied Instruction Facility, Ft. Gordon, GA
- Entertainment – Entertainment Sports Arena, Raleigh, NC
- Healthcare/Medical – Medical Clinic Replacement, Edwards AFB, CA
- Hotels – Amicalola Falls Lodge and Conference Center, Dawson County, GA
- Housing – Whole Neighborhood Revitalization, Ft. Rucker, AL
- Laboratory – EPA Clinical Research Facility, Chapel Hill, NC
- Library – New U.S. Military Academy Library and Learning Center, West Point, NY
- Retail – Lenox Square Expansion, Atlanta, GA
- Stadiums/Sports Arenas – The Olympic Tennis Venue and Aquatic Center, Atlanta, GA

Database and Estimating Software Experience

- CACES, MCACES, Composer Gold, MC2, Navy's CES, CEG, Success, and Timberline

Professional Associations

- Member: Project Management Institute
- Member: Association for the Advancement of Cost Engineers International

Paul R. Schreyer

Contract Documents Specialist

15 years of employment with The Gordian Group

Paul Schreyer is responsible for:

- Reviewing laws and regulations applicable to JOC and the client
- Reviewing the Contract and General Conditions for JOC compliancy

Education

- B.S., Construction Bradley University, Peoria, IL
- Juris Doctor, Quinnipiac University School of Law, Bridgeport, CT
- Honors: Graduated Cum Laude; Lead Articles Editor-Law Review
- American Jurisprudence Awards - Property, Contracts, Labor Law; Top 10%

Relevant Experience

New York City Department of Education

Senior Project Manager responsible for the development and implementation of the NYCDOE Job Order Contracting program.

Executive-in-Charge responsible for organizing and managing the project team that successfully completed over 14,000 projects in the Department's DMP program.

New York City Department of Design and Construction

Senior Project Manager responsible for the development and implementation of the NYCDDC Job Order Contracting program. In the first 16 months DDC issued work orders exceeding \$51 million.

Dormitory Authority of the State of New York

Contract Documents Specialist and Senior Project Manager responsible for the development and implementation of the DASNY Job Order Contract.

California State University

Contract Documents Specialist responsible for reviewing the Contract Documents for the CSU JOC program. The current JOC program consists of 18 Job Order Contracts with an annual capacity of \$23 million.

Other Experience

Admitted to Law Practice in:

New York, New Jersey and Connecticut

Postner & Rubin, Attorneys at Law, New York, NY

Represented surety companies, owners, architects, engineers, contractors, and subcontractors in selecting project delivery systems; contract drafting; claims avoidance, analysis, prosecution and defense; negotiated settlements; mediation; arbitration; and litigation.

HBW Group, Inc., Rockville, MD

Manager of Construction Division, planned, organized and supervised the interior development of commercial office spaces.

Olympic Construction Co., Inc., Arlington, VA

Assistant Site Engineer involved in all phases of concrete foundation work for concrete, steel and wood buildings. Managed work crews, assisted in project layout.

M.E. Thadden Co., Inc., Rockville, MD

Residential Carpenter involved in all phases of residential construction from foundations to trim work.

Professional Associations

- Associate Member: American Institute of Constructors
- Affiliate Member: American Society of Civil Engineers
- Member: New York County Lawyers Association

Publications

- "Can Party in Dispute be the Arbitrator Too?" New Jersey Lawyer, (April 1994) (co-author)
- "Dispute Review Departments: Effective Solutions" Consulting-Specifying Engineer (August 1994) (co-author)
- "Instituting A Standard Procurement Policy" New York Real Estate Journal (November 24, 1994) (co-author)
- "Establishing Standard Procurement Procedures" The New York Cooperator (November, 1994) (co-author)
- "Avoiding and Resolving Changed Conditions Disputes" New York Real Estate Journal (June 22, 1995)
- "Re-think your Construction Procurement Policies" New York State Facilities Journal (June, 1995)
- "Controlling Changed Conditions Contractor Claims" New York State Facilities Journal (August, 1995)
- "Job Order Contracting, An Innovative Process" New York Construction News (September 25, 1995) (co-author)
- "Job Order Contracting Program" New York State Facilities Journal (September, 1995) (co-author)
- "Job Order Contracting, Cut Costs, Improve Bidding Effectiveness" Engineer (October, 1995) (co-author)
- Chapter: "Public Contracting Law in NY" "Fifty State Public Construction Contracting" John Wiley & Sons, 1995
- "Overview of Job Order Contracting" PEC Construction Reporter (February, 1996)

John B. Melin, Jr.

Senior Cost Estimator

15 years of employment with The Gordian Group

John Melin is responsible for:

- Development of new tasks for the Construction Task Catalog
- Pricing the Construction Task Catalog

Education

- B.S., Building Construction, Georgia Institute of Technology, Atlanta, GA

Licensures

- Certified Cost Consultant, #1194
- Project Management Professional, #04539

Relevant JOC Experience

The Gordian Group

Mr. Melin is responsible for gathering and processing data for use in developing our Construction Task Catalog database. Mr. Melin has prepared customized Construction Task Catalogs for over 100 public facility owners, including:

- University of Illinois at Chicago
- University of Illinois Urbana-Champaign
- Purdue University
- City Colleges of Chicago
- City of Chicago
- Lake County

Project Time and Cost, Atlanta

Department of Defense, Worldwide

Project Manager responsible for the coordination and preparation of site specific Unit Price Books for DOD Job Order Contracts worldwide.

Database and Estimating Software Experience

- CACES, MCACES, M-CACES Composer Gold, MC2, Navy's CES, CEG, Lotus

Professional Associations

- Association for the Advancement of Cost Engineers International

Paul T. Cowan

Cost Estimator

5 years of employment with The Gordian Group

Paul Cowan is responsible for:

- Conducting surveys for local labor, material, and equipment costs for use in pricing tasks for the Construction Task Catalog
- Researching construction standards and new products

Education

- BS Management, Georgia Institute of Technology, Atlanta, GA

Relevant JOC Experience

The Gordian Group

As a Cost Estimator, Mr. Cowan is responsible for gathering and processing data for preparing client specific customized Construction Task Catalogs. Mr. Cowan is also responsible for research on construction standards and new products.

Other Experience

Fastenal Company, Warner Robins, Georgia

General Manager responsible for sales, marketing, customer service, accounting, recruiting, personnel development, and forecasting within a branch of the fastest growing industrial company in the United States.

Reymundo Romo

Quality Assurance Technician

9 years of employment with The Gordian Group

Reymundo Romo is responsible for:

- Publishing client specific Construction Task Catalogs and Technical Specifications
- Performing quality assurance reviews of all published materials

Education

- B.S., Business, Pensacola Christian College, FL

Relevant JOC Experience

Quality Assurance Technician

As a Quality Assurance Technician, Mr. Romo is responsible for quality control and publishing of The Gordian Group's Construction Task Catalogs and Technical Specifications in both electronic and hardcopy form.

Software Implementation and Support

Works with facility owners and contractors during the implementation of the JOC management software program, PROGEN. Provides off-site technical support for PROGEN for both clients and contractors.

Software Development

Provides eGordian software customization to meet the specific needs of clients. Assisted in the development of The Gordian Group's information and support Internet site. Assisted in the development of eGordian website designed to increase subcontractor participation in JOC.

Other Experience

Yosemite National Park

Administrative Support Clerk responsible for contacting manufacturers and vendors by telephone for availability and prices of supplies, input weekly food orders, and filing warehouse requests.

Computer Hardware and Software Experience

Experience with PC and Macintosh hardware. Extensive programming experience with Visual Basic, HTML, JAVA and C++. Network experience including routers, Internet email, dial-up networking, virtual private networks, web hosting and security. Complete knowledge of a multitude of office software as well as, communications applications.

Jeffery O. James

Information Technology Specialist

10 years of employment with The Gordian Group

Jeffery James is responsible for:

- PROGEN software development and customization
- PROGEN software adaptation to systems and needs of the client
- Software training of client and contractor staff

Education

- B.S., Computer Science, South Carolina State University, Orangeburg, SC
- M.B.A., Webster University, Greenville, SC

Relevant JOC Experience

Software Development

Designs and develops new versions of JOC management software program, eGordian. Provides eGordian software configuration to meet the specific needs of clients. Assisted in the development of The Gordian Group's information and support Internet site.

Software Implementation and Support

Works with facility owners and contractors during the installation and implementation of the JOC management software program, eGordian. Provides both on-site and off-site technical support for eGordian to clients and contractors.

Software Training

Responsible for training client and contractor staff in the use of the JOC management software program, eGordian. Training includes on-site classroom and practical exercise training.

Awards

- 1995-1999 National Science Foundation Scholar

Computer Hardware and Software Experience

Experienced with PC and Macintosh hardware. Extensive programming experience with Visual Basic, HTML, JAVA and C++. Network experience including routers, Internet email, dial-up-networking, virtual private networks, web hosting and security. Complete knowledge of a multitude of office software as well as, communications applications.

Michael Hodges

Information Technology Specialist

3 years of employment with The Gordian Group

Michael Hodges is responsible for:

- PROGEN software development and customization
- PROGEN software configuration to meet the needs of the client

Education

- B.S., Computer Science, East Tennessee State University, TN

Relevant JOC Experience

Software Development

Designs and develops new versions of JOC management software program, eGordian. Provides eGordian software configuration to meet the specific needs of clients.

Other Experience

Milliken Research Corporation

Sole .NET developer in the research department. Responsibilities included writing and maintaining applications to assist with the various research projects. Among the projects were a project management application, and several applications to manage the configuration and automation of a new carpet printing machine.

ECR Software Corporation

Programmer responsible for correcting bugs, adding new functionality and testing code. Developed administrator interface for internal software application. Converted existing report mechanism to a system utilizing Jasper Reports.

Computer Hardware and Software Experience

Experience with PC and Macintosh hardware. Extensive programming experience with C#/VB.Net, ASP.Net, Visual Basic, HTML, SQL, XHTML, and JAVA. Experience with Jasper Reports and Crystal Reports. Complete knowledge of a multitude of office software as well as, communications applications.

Srinivasa Narla

Crystal Reports Writer

7 years of employment with The Gordian Group

Srini Narla is responsible for:

- Design and development of PROGEN reports
- Modifications to existing PROGEN reports
- Staffing The Gordian Group's 800 telephone support line

Education

- B.S. in Engineering, Nagarjuna University, India
- Post graduate Diploma in Computer Applications, SWAL Computer Institute, India

Relevant JOC Experience

The Gordian Group, Inc.

Prepares and modifies Crystal Reports for eGordian. Works with facility owners and contractors to convert their standard reports and forms to work in eGordian. Provides toll-free support for eGordian users.

Other Experience

NuVox Communications, Greenville, SC

Report Specialist responsible for designing new reports and modifying existing reports for a system conversion. Primary tasks included identifying report requirements, analyzing existing report design specifications, determining the relationship between the old and new system and writing code to automate repetitive tasks.

Ceridian Corporation, Atlanta, GA

Crystal Reports Developer for designing new reports and modifying existing reports. Primary duties included providing support and report documentation to Ceridian customers.

Computer Hardware and Software Experience

Experienced with PC hardware. Proficient with a multitude of office software as well as, Crystal Reports, Foxpro database, communications applications, and eGordian proprietary software.

Brian T. Coffey

Network Administrator

10 years of employment with The Gordian Group

Brian Coffey is responsible for:

- Administration of the network servers for Internet PROGEN
- PROGEN technical support and computer assistance
- Staffing The Gordian Group's 800 telephone support line

Education

- B.S., Computer Science, University of South Carolina, Spartanburg, SC

Certifications

- Certified Microsoft Professional

Relevant JOC Experience

Network Administration

Manages and maintains The Gordian Group's information management Network, including the servers housing our Internet based software, eGordian.

Software Implementation and Support

Works with facility owners and contractors during the implementation of the JOC management software program, eGordian. Provides off-site technical support for eGordian for both clients and contractors.

Awards

- National Collegiate Computer Science Award (2000)

Computer Hardware and Software Experience

Experienced with PC and Macintosh hardware. Extensive programming experience with Foxpro, Visual Foxpro, Visual Basic, HTML, JAVA and C++. Network experience including routers, internet email, dial-up-networking, virtual private networks, web hosting and security. Complete knowledge of a multitude of office software as well as, communications applications and eGordian proprietary software.



Charles A. Graham, III

Technical Support Specialist

6 years of employment with The Gordian Group

Chan Graham is responsible for:

- PROGEN software technical support and computer assistance
- Staffing The Gordian Group's 800 telephone support line

Education

- Undergraduate studies toward an A.A. degree, Brevard College, NC

Relevant JOC Experience

Software Implementation and Support

Works with facility owners and contractors during the implementation of the JOC management software program, PROGEN. Provides off-site technical support for eGordian for both clients and contractors.

Quality Assurance Technician

As a Quality Assurance Technician, Mr. Graham was responsible for quality control and publishing of The Gordian Group's Construction Task Catalogs and Technical Specifications in both electronic and hardcopy form.

Other Experience

Teletech, Inc., Greenville, SC

As a Preferred Customer Associate, Mr. Graham was responsible for helping preferred customers with supply ordering, shipping related issues, and resolving invoice problems.

Computer Hardware and Software Experience

Experienced with PC hardware. Proficient with a multitude of office software as well as, Foxpro database, communications applications and eGordian proprietary software.

EXHIBIT 2
Schedule of Compensation
Best and Final Offer

County Service Fee – The Consultant shall receive the following Service Fees for services provided to the County pursuant to the terms and conditions of this Agreement:

- 5.00% of each project with a value less than \$500,000
- 4.75% of each project with a value between \$500,000 and \$1,000,000
- 4.50% of each project with a value greater than \$1,000,000

The Service Fee for a modification (change order) that increases the value of a project will be calculated as a standalone project in accordance with the above fee schedule.

The Service Fee shall be payable by the County when a Purchase Order is issued to the Contractor.

Joint Purchasing Service Fee, Option 1– In the event an Agency elects to utilize Option 1 of the joint purchasing options described in Section 11.j of this Agreement, the Service Fee applicable to each Purchase Order awarded to a Contractor by the Agency shall be 5.00% of the value of the Purchase Order.

Joint Purchasing Service Fee, Option 2 – In the event an Agency elects to utilize Option 2 of the joint purchasing options described in Section 11.j of this Agreement, the Service Fee applicable to each Purchase Order the Agency awards to the Agency’s JOC contractor shall be 5.05% of the value of the Purchase Order.

Projects Not Awarded

In the event any County department, division or other end user (“Department”) or any Agency requests the Consultant to provide services for a project under this Agreement and does not subsequently award the project to a JOC contractor, and the Department or Agency has failed to award a minimum of 75% of the budgeted value of previous projects for which services were provided, the Department or Agency shall pay the Consultant a Service Fee for the requested project not awarded in accordance with the following schedule:

- 1.00% of the budgeted value of the project when the preliminary Scope of Work has been prepared and the Joint Scope Meeting(s) has been conducted, or
- 2.00% of the budgeted value of the project when the preliminary Scope of Work has been prepared, the Joint Scope Meeting has been conducted and the Detailed Scope of Work has been prepared, or
- 3.00% of the budgeted value of the project or the value of the Price Proposal, whichever is less, when the preliminary Scope of Work has been prepared, the Joint Scope Meeting has been conducted, the Detailed Scope of Work has been prepared and the Price Proposal has been reviewed.

Cancelled Projects

In the event a project awarded to a JOC Contractor is partially cancelled or reduced in value by the County or an Agency, the Consultant will not be paid a fee for the additional services required to determine the value of the portion of work being cancelled or reduced.

EXHIBIT 3

Evidence of Insurance



149636

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue 7th Floor New York, New York 10017	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance Company	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA	19445
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 4040681

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3589-02-76	12/11/2011	12/11/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			73550270	12/11/2011	12/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73556982	12/11/2011	12/11/2012	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	Comp. Ded. \$1,000						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			7983-69-96	12/11/2011	12/11/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED \$ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	71736473	12/11/2011	12/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy Retroactive Date: 12/11/07			01-376-59-46	12/11/2011	12/11/2012	\$3,000,000 Aggregate Limit \$3,000,000 Each Claim Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract No. 11-28-043 Cook County and its Board of Directors, officials, employees and agents are named as Additional Insureds in regards to the General Liability policy. 30 days notice of cancellation/10 days for non-payment of premium per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Cook County Attn: Eivia Fernandez Office of Capital Planning & Policy 69 W Washington, Suite 2900 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

(This certificate replaces certificate 3589733 issued on 12/3/2011)

EXHIBIT 4

Board Authorization

COMMISSIONERS

EARLEAN COLLINS 1st DISTRICT
 ROBERT STEELE 2nd DISTRICT
 JERRY BUTLER 3rd DISTRICT
 WILLIAM M. BEAVERS 4th DISTRICT
 DEBORAH SIMS 5th DISTRICT
 JOAN PATRICIA MURPHY 6th DISTRICT
 JESUS G. GARCIA 7th DISTRICT
 EDWIN REYES 8th DISTRICT



COMMISSIONERS

PETER N. SILVESTRI 9TH DISTRICT
 BRIDGET GAINER 10TH DISTRICT
 JOHN P. DALEY 11TH DISTRICT
 JOHN A. FRITCHEY 12TH DISTRICT
 LARRY SUFFREDIN 13TH DISTRICT
 GREGG GOSLIN 14TH DISTRICT
 TIMOTHY O. SCHNEIDER 15TH DISTRICT
 JEFFREY R. TOBOLSKI 16TH DISTRICT
 ELIZABETH "LIZ" DOODY GORMAN 17TH DISTRICT

OFFICE OF THE
BOARD OF COMMISSIONERS OF COOK COUNTY

118 NORTH CLARK STREET #567
 CHICAGO, ILLINOIS 60602
 (312) 603-6398
www.cookcountygov.com/secretary

TONI PRECKWINKLE
 PRESIDENT

MATTHEW B. DELEON
 SECRETARY TO THE BOARD

MAY 7, 2012

NOTICE

There will be a meeting of the **Capital Improvements Committee** of the Board of Commissioners of Cook County on **Monday, May 14, 2012** at the hour of **9:40 A.M.** in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois to consider the following:

317926 GORDIAN GROUP, INC., (PROPOSED CONTRACT). Transmitting a Communication, dated April 11, 2012 from Maria De Lourdes Coss, Chief Procurement Officer:

requesting authorization approval and execution of Contract No. 11-28-043 with GORDIAN GROUP, INC., Mauldin, South Carolina, for County-Wide Job Order Contracting (JOC) Program.

Reason: On December 7, 2011 a Request for Proposal (RFP) for a Job Order Contracting (JOC) Program was advertised. An RFP process was followed in accordance with the Cook Procurement Code. One (1) Proposal was received on January 4, 2012 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document.

The objective of the JOC program is to provide an alternate procurement method to enable the County to rapidly engage construction contractor(s) to perform single or multiple construction projects simultaneously. The JOC Consultant will provide Program Development, Customized JOC documents, Procurement support, Information Management System, Training, Post Implementation JOC Administrative support and Post Implementation JOC facilitation support.

Estimated Fiscal Impact: \$1,050,000.00. Contract period: May 1, 2012 through April 30, 2015. (Various Accounts).

Approval of this item would commit Fiscal Years 2013, 2014, and 2015 funds.

The Chief Procurement Officer concurs.

CAPITAL IMPROVEMENTS COMMITTEE NOTICE

MAY 7, 2012

PAGE 2

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

***Referred to the Capital Improvements Committee on 05/01/12.**


Matthew B. DeLeon, Secretary

Chairman: Murphy

Vice-Chairman: Butler

Members: Garcia, Gorman, Schneider, Silvestri, Sims, Steele, Tobolski

REPORT OF THE COMMITTEE ON CAPITAL IMPROVEMENTS

May 14, 2012

The Honorable,
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Murphy, Vice Chairman Butler, Commissioners Garcia, Gorman, Schneider, Silvestri, Sims and Steele (8)

Absent: Commissioners Tobolski (1)

Also Present: Patrick Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau.

Ladies and Gentlemen:

Your Committee on Capital Improvements of the Board of Commissioners of Cook County met pursuant to notice on Monday, May 14, 2012 at the hour of 9:40 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

317926 GORDIAN GROUP, INC., (PROPOSED CONTRACT). Transmitting a Communication, dated April 11, 2012 from Maria De Lourdes Coss, Chief Procurement Officer:

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Estimated Fiscal Impact: \$1,050,000.00. Contract period: May 1, 2012 through April 30, 2015. (Various Accounts).

COMMISSIONERS continued

CONSENT CALENDAR continued

ITEM #4 cont'd

CC ITEM #7 cont'd

WHEREAS, in 2006 Parents United for Healthy Schools began championing the reinstatement of recess and because of efforts such as theirs it will now be required in all Chicago Public Schools at the elementary level in the beginning of the Fall of 2012; and

WHEREAS, in 2007 Parents United for Healthy Schools began championing breakfast in the classroom and because of efforts such as theirs it was instituted into all Chicago Public Schools at the elementary level in 2011.

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby recognize the efforts of Parents United for Healthy Schools in promoting health awareness among the parents and school age children.

BE IT FURTHER RESOLVED, that this text be spread upon the proceedings of this Honorable Body and that a suitable copy of this resolution be presented to Parents United for Healthy Schools in honor of their efforts.

COMMITTEE REPORTS

ITEM #5

Finance Subcommittee on Workers' Compensation Meeting of May 1, 2012

APPROVED

Finance Subcommittee on Litigation Meeting of May 2, 2012

APPROVED

Capital Improvement Meeting of May 14, 2012

APPROVED

Criminal Justice Meeting of May 14, 2012

APPROVED

Finance Subcommittee on Pension (Public Hearing) Meeting of May 14, 2012

APPROVED

COMMISSIONERS continued

COMMITTEE REPORTS continued

ITEM #5 cont'd

Finance Subcommittee on
Real Estate & Business & Economic Development Meeting of May 14, 2012

APPROVED

Rules and Administration Meeting of May 14, 2012

APPROVED

Finance Meeting of May 14, 2012

APPROVED

Zoning and Building Meeting of May 14, 2012

APPROVED