

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
PROGRAM MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
FOR THE AIRPORT RESIDENTIAL SOUND INSULATION PROGRAM**

Required for use by:



All Responses and other communications must be

addressed and returned to:

Jamie L. Abbott, Executive Director

Chicago Executive Airport

1020 Plant Road

Wheeling, IL 60090

**ALL RESPONSES MUST BE RECEIVED BY
4:00 P.M., CENTRAL TIME, ON AUGUST 10, 2018.**

SUBMITTAL CHECKLIST

This checklist is provided for ease of review of the Respondent's submittal content; however, it is the responsibility of the Respondent to ensure that all the required material requested in this RFQ is addressed and included in the Respondent's submittal.

Volume I - Required Content

- Cover Letter
- Executive Summary and Associated Information
 - Respondent's Legal Entity Contracting Information
 - Joint Venture Agreement including Schedule B and Disclosures as appropriate
 - LLC Operating Agreement and Disclosures as appropriate
 - Licensing Information
- Company Profile
- Project Understanding and Approach (plus Team Organizational Chart)
- Professional Qualifications and Specialized Experience (plus Project Reference Forms)
- Expertise and Experience of Key Staff/Resumes
- DBE Participation Narrative

Volume II - Required Content

- Conflict of Interests
- Respondent's Corporate History
- Legal Actions Form and other Required Information
- Financial Statements
- DBE Documentation
- Evidence of Insurability

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I. GENERAL INFORMATION

Chicago Executive Airport ("Airport") invites the submission of Qualifications ("**Statement of Qualifications**" or "**SOQs**") for Program Management/Construction Management Services for the Airport Residential Sound Insulation Program. The intent of this Request for Qualifications ("**RFQ**") is to select one qualified Respondent proposing to provide the Scope of Services ("Services") under the terms that the Airport deems to be the most advantageous to the Airport.

"Respondent(s)" means the entities that submit Statement of Qualifications ("Submittals") in response to this RFQ. The Respondent awarded an Agreement pursuant to this RFQ, if any, sometimes referred to herein as "**Contractor**". "**Agreement**" refers to a Contract awarded to a Contractor.

A. Scope of Services

The Services requested in this RFQ are described more fully in **Exhibit 1, Scope of Services**, of this RFQ.

B. Term of Services

The Airport intends to award a Contract pursuant to this RFQ solicitation for a base contract period of five (5) years.

C. Communications; Pre-Submittal Conference; and Document Availability

1. Communications between the Airport and Respondents

Respondents must communicate only with the Airport Executive Director regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: jabbott@chiexec.com or CEA_2018NCP_PM@chiexec.com. The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFQ, and must refer to "Request for Qualifications (RFQ) for Program Management/Construction Management Services for the Airport Residential Sound Insulation Program."

All questions and requests for clarifications must be submitted no later than **4:00 p.m., Central Time**, on **August 3, 2018** or no response will be provided except at the sole discretion of the Airport Executive Director. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

2. Pre-Submittal Conference/Site Visit

The Airport will hold a pre-submittal conference at the Airport Administration Building located at 1020 Plant Road, Wheeling, IL 60090 on **August 1, 2018 at 10:00 a.m., Central Time**. Attendance is not mandatory however it is strongly encouraged. The Airport will address questions regarding the RFQ at the pre-submittal conference and may respond both to questions or requests for clarification submitted on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications. The Airport accepts no responsibility for timely delivery of materials, and Respondents are solely responsible for acquiring necessary information, addenda and/or materials.

3. RFQ Document Availability, Information Resources

Respondents should obtain this RFQ from the Airport Offices located at 1020 Plant Road, Wheeling, IL 60090.

Respondents may request Airport personnel to mail them a copy of the RFQ by faxing the Airport a completed Federal Express Airbill or make arrangements with Airport personnel to have a package ready for pickup by another courier service. The Airport telephone number is (847) 537-2580. The Airport accepts no responsibility for the timely delivery of materials.

Alternatively, Respondents may download the RFQ from URL address: www.ChicagoExecNoise.com/bids. **All Respondents who choose to download the RFQ are responsible for checking this website for clarifications and/or addenda.**

If Respondent chooses to download the RFQ document, the Respondent must contact the Airport Offices by faxing a legible copy of the Respondent's business card, referencing **RFQ Program Management for Airport Residential Insulation Program** to fax number (847) 537-8183 or by calling the Airport Offices at (847) 537-2580 to register the Respondent's company as an RFQ document holder, which will better enable Respondents to receive any future clarifications and/or addenda related to this RFQ. Respondents are responsible for obtaining all RFQ materials.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions set forth in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Statement of Qualifications. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFQ.

D. Deadline and Procedures for Submitting Statement of Qualifications ("SOQ")

1. Statement of Qualifications must be received by the Airport Offices at 1020 Plant Road, Wheeling, IL 60090, no later than **4:00 p.m., Central Time, on August 10, 2018.**
2. The Airport may not accept submittals that are not received by the date and time set forth in Section I.D.1 above. Only the Executive Director, at his sole discretion, will determine whether to accept a submittal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the required deadline will not excuse the Respondent from the deadline requirement of this RFQ. Hand-carried Statement of Qualifications must be received at the Airport offices located at 1020 Plant Road, Wheeling, IL 60090. The actual time of the receipt of all Statement of Qualifications to this RFQ will be determined solely by the clock located in the Airport Offices. It is the Respondent's sole responsibility to ensure that the Statement of Qualifications is received as required.

3. The Respondent submittals must be delivered to the following address:

**Jamie L. Abbott, Executive Director
Chicago Executive Airport
1020 Plant Road
Wheeling, IL 60090**

4. Respondents must submit one (1) original, two (2) paper copies, and one (1) electronic copy of the Statement of Qualifications ("SOQ") on portable USB 2.0 compliant data storage

device in a PDF format. The electronic (PDF) version of the submittal must be in the form of a bound file per Volume containing all sections of the SOQ. Each USB device should contain both Volumes of the SOQ. The original SOQ must be clearly marked as "ORIGINAL" and on all documents, requiring a signature and must bear the original signature of Respondent's authorized signatory. The Respondent must enclose all documents in sealed envelopes or boxes. Respondents must submit their SOQs in enclosed sealed envelopes, packages, or boxes, and addressed to the Jamie L. Abbott, Executive Director, Chicago Executive Airport, 1020 Plant Road, Wheeling, IL 60090. Statement of Qualifications packages in boxes must be dropped off for date/time stamp during regular hours, 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday (except legal Holidays) **prior to the date and time advertised**. The Airport Offices can be reached at (847) 537-2580 between the hours of 8:00 a.m. to 4:30 p.m., Central Time, Monday through Friday (excluding holidays).

5. The outside of each sealed envelope or box must be labeled as follows:

Statement of Qualifications Enclosed
RFQ for Program Management/Construction Management Services for an
Airport Residential Sound Insulation Program
Due: 4:00 p.m., Central Time, August 10, 2018
Submitted by: _____

(Name of Respondent)

Package ____ **of** ____

The Airport's opening of Respondent's sealed envelope(s) or package(s) containing a SOQ shall neither be deemed nor constitute acceptance by the Airport of Respondent's SOQ. The Airport reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFQ to which Respondent has responded, determining if a SOQ was submitted by the date and time specified in this RFQ, and in order to determine a Respondent's return address.

E. Procurement Timetable

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the Airport.

Advertisement of Request for Qualifications July 27, 2018
Pre-Submittal Conference August 1, 2018
Question Cut Off Date August 3, 2018
Statement of Qualifications Due August 10, 2018

F. Conflicts of Interests

For the purposes of this Section I.G only, the term "Respondent" shall mean the entities that submit Proposals in response to this RFQ and, if Respondent is a joint venture or limited liability company, any partner in the joint venture or any member of the limited liability company.

G. Respondents will be subject to the following conflicts of interest rules:

Conflict of Interest: The Evaluation Committee ("EC") will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any

conflicts (or potential conflicts) of interest which might compromise Respondent's ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the Airport in researching, consulting, advising, drafting or reviewing this RFQ or any other services related to this RFQ, such Respondent may be disqualified from further consideration.

II. REQUIRED INFORMATION

Each SOQ must contain all of the following documents and must conform to the following requirements:

A. Format

Hard copies of the SOQ responding to this RFQ should be prepared using a font no smaller than 12 point on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The Airport encourages using reusable, recycled, recyclable and chlorine-free printed materials for Statement of Qualifications, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as no materials will be returned. One-page equals one side of content (e.g. printing on both sides of an 8-1/2" x 11" piece of paper equals two pages).

Statement of Qualification must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled "*Volume I, Statement of Qualifications*"; the second volume must contain representations and certifications as described herein and must be labeled "*Volume II, Representations and Certifications*".

Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.

The electronic version of the SOQ must, to the extent practicable, mimic the structure required for the hard copies (Original and Copies).

B. Volume I – Statement of Qualifications – Required Content

Respondents are advised to adhere to the submittal requirements of this RFQ. Failure to comply with the instructions of this RFQ, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant submittal. Submission of a SOQ constitutes the Respondent's acceptance of all requirements outlined in the RFQ. By submitting a response to this RFQ, Respondent acknowledges that if its SOQ is accepted by the Airport, its SOQ and related submittals may become part of the Agreement.

The SOQ must include the following information:

1. **Cover Letter – limit of three (3) pages**

Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its SOQ and the terms and conditions of any Agreement, which may be awarded pursuant to this RFQ.

2. **Executive Summary – limit of three (3) pages**

Respondent must provide an executive summary, which addresses the following information:

- a) Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- b) Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- c) Explain its understanding of the Airport's intent and objectives and its approach to achieving those objectives;
- d) Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- e) Summarize Respondent's commitment to comply with the DBE requirements as stated in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment and Schedules, attached to this RFQ as **Exhibit 2, Special Conditions Regarding DBE Participation**; and
- f) Respondent must identify any exceptions or objections it has to the Airport's Sample Professional Services Contract ("**Contract**"), a copy of which is attached hereto Exhibit 1 of this RFQ. Note that the Airport may from time to time revise this Contract. The Airport will not accept or entertain any exceptions or objections to the Contract at any time after receiving the submittal except and only to the extent the Airport subsequently makes a material change to a substantive provision of the Agreement.

3. **Company Profile – limit of one (1) page (plus any attachments required by the provisions below)**

Respondents must briefly describe their legal structure and the way in which their business is organized.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner must be attached. Each joint venture partner must execute:

- a) Schedule B as shown in Exhibit 2, if Respondent's joint venture team includes certified DBE firm(s), as applicable; and

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached.

4. **Project Understanding and Approach – limit of ten (10) pages plus a Team Organizational Chart**

Respondent must describe its interest, understanding and approach to providing Services for the Project. Respondent must include an explanation of its approach to management.

Also, to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the Airport's consideration. Describe the Respondent's approach to Quality Management, specifically to this Project.

Any subcontractors who will be performing Services on this Project, including their designation as DBE, should be listed along with discussion of their roles and responsibilities.

The organizational chart may be printed on 11"x17" paper if the 11"x17" paper is not loose (must be bound to the rest of the volume) and is folded to fit within the confines of the volume (8-1/2" x 11").

5. **Professional Qualifications, Capabilities, Resources, and Specialized Experience – limit of three (3) pages plus ten (10) pages for Project Reference Forms**

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or in managing similar programs. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Regarding prior similar experiences, highlight key issues faced and innovative solutions used

Respondent must also provide the information on the Project Reference Form (copy attached). One Project Reference Form is required for each referenced project. Project Reference Form may be modified for presentation purposes but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form.

6. **Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of three (3) pages plus a Staff Organization chart plus Resumes**

- a) In three (3) pages or less, Respondent must describe the professional qualifications and experience of the Key Personnel who will be dedicated to providing the Services on the Project. Respondent must provide an organization chart identifying, at a minimum, identifying the Key Personnel who will participate in the major components of the Project.
- b) Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.
- c) Respondent must submit resumes or corporate personnel profiles of Key Personnel (maximum two pages per individual) which demonstrate relevant past experience.
- d) Copies of the appropriate licenses and/or certifications do not count against the page restrictions for this section.

7. **DBE Participation Plan and Commitment – limit of five (5) pages**

Respondent must describe its plan for DBE participation and commitment to achieving

meaningful technical and financial goals. The current DBE participation goal is **10%** of the total contract value. Consistent with the Airport's practice of encouraging and facilitating the participation of DBEs in prime contractor roles on Airport projects, the Airport urges Respondents to partner with DBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed DBE participation on a Respondent's team must include well-defined management roles and responsibilities for the DBE team members and must allocate to the DBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

C. Volume II – Representations and Certifications – Required Content

1. Conflict of Interests

If applicable, Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section I.G.

2. Respondent's Corporate History

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

3. Legal Actions

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (a) Respondent any division, subsidiary or parent company of Respondent, or each separate legal entity comprising Respondent, or (b) any member or partner of Respondent, if Respondent is a business entity other than a corporation, has been:

- a) a debtor in bankruptcy;
- b) a defendant in a legal action for deficient performance under a contract, in violation of a statute or related to service reliability;
- c) a respondent in an administrative action for deficient performance on a project, in violation of a statute or related to service reliability;
- d) a defendant in any criminal action;
- e) a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract, in violation of a statute or related to service reliability;
- f) a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract, in violation of a statute or related to service reliability; or
- g) a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

4. Business License/Authority to do Business in Illinois

Respondent must provide copies of evidence that the Respondent is authorized by the

Secretary of State to do business in the State of Illinois. If Respondent is not currently “doing business” in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal (or qualifications); Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract.

5. Financial Statements

Respondent must provide a copy of its **audited** financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The Airport will accept one complete set of financial statements on USB drive instead of multiple hardcopies if the content is voluminous for the period requested but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the Airport to assess its financial condition as part of their submission. The Airport reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

6. DBE Documentation

Respondent should describe its plan for DBE participation and commitment to achieving meaningful technical and financial goals. The current DBE participation goal is **10%** of the total contract value. Consistent with the Airport’s practice of encouraging and facilitating the participation of DBEs in prime contractor roles on Airport projects, the Airport urges Respondents to partner with DBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed DBE participation on a Respondent’s team must include well-defined management roles and responsibilities for the DBE team members and must allocate to the DBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

7. Insurance

Respondents are **NOT** required to submit evidence of insurance with the Statement of Qualifications but must submit evidence of insurability with their SOQ’s indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in **Exhibit 3** to the Agreement. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and, in the form, provided in **Exhibit 3** to the Agreement. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited-liability company.

III. EVALUATION OF MATERIALS

A. Evaluation Committee and Short-listing Process

An Evaluation Committee (“**EC**”) will review and evaluate the SOQs. The Airport reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the submittals, as it deems necessary. The EC will first assess the Respondent’s compliance with and adherence to all Volume I and Volume II of the submittal requirements. Any incomplete

submittal with missing key components necessary to fully evaluate the response may, at the discretion of the Executive Director, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The EC will then evaluate the extent to which a Response meets the requirements set forth in the RFQ, including but not limited to a detailed analysis of Volumes I and II of the Response. The focus of the evaluations will be on the Respondent's approach and methodology, qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in this section. The EC may also review any other information that is available to it, including but not limited to information gained by checking references.

The Airport reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its submittal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Response and eliminate the Respondent from further consideration.

After the EC completes its review of Statement of Qualifications, it may submit to the Airport Board of Directors (the "Board"): (1) a recommended short list of Respondents for further consideration; (2) a recommendation to select one or more Respondent(s) or (3) a recommendation to reject any or all Statement of Qualifications.

If the EC submits a short list of Respondents for further review, then, at the sole discretion of the Executive Director, those short-listed Respondents may be required to provide additional information, be subject to a site visit and/or, be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Statement of Qualifications and/or to ask Respondent to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the Airport elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Key Personnel. The proposed Key Personnel must be prepared to address the subjects and requirements for these Services.

The EC will then make a final evaluation and will submit a recommendation for one or more Respondents. At that time, the Executive Director will enter into contract negotiations with the selected Respondent(s). Upon completion of negotiations and approval of the scope and cost either by Independent Fee Analysis or by the Illinois Department of Transportation and/or the Federal Aviation Administration in cooperation with the Executive Director, the agreement will be presented to the Board for approval.

The Airport will require the selected Respondent(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The Airport's requirement that the selected Respondent negotiate is not a commitment by the Airport to award an Agreement, nor is such requirement an opportunity for Respondent to take exception or objection to any part of the Agreement, which it did not take exception or objection to as allowed in this RFQ. If the Airport determines that it is unable to reach an acceptable Agreement with a selected Respondent, including failure to agree on a fair and reasonable compensation

for the Services or any other terms or conditions, the Airport may initiate negotiations with one or more Respondents and may terminate negotiations with such selected Respondent, and may commence negotiations with any of the other Respondent(s) until such time as the Airport has negotiated an Agreement or multiple Agreements meeting its needs.

B. Evaluation Criteria

The Airport will review the Respondent's Statement of Qualifications using the following criteria (in no particular order of importance or evaluation weight):

1. Ability to provide and capacity to perform the Services described in Exhibit 1, Scope of Services, and Section II.B., above;
2. Technical and professional competence as evidenced by:
 - a. Respondent's professional qualifications, capabilities, resources, and specialized experience on projects of similar scope, complexity, and magnitude;
 - b. Respondent's professional qualifications, specialized experience and availability of Key Personnel;
3. Respondent's project understanding, approach, implementation plan, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFQ;
4. Completeness and comprehensiveness of Respondent's Response to this RFQ, compliance with the submittal requirements, and all applicable local, Airport, State and Federal laws, ordinances and statutes, and requirements including required disclosures and certifications;
5. Legal actions that might affect Respondent's ability to perform as contracted;
6. Financial capacity to deliver the required Services;
7. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the Airport;
8. Respondent's commitment to meet the DBE requirements identified in Exhibit 2;
9. Respondent's demonstrated ability to meet the compliance with Insurance Requirements identified in Exhibit 3;
10. Respondent's willingness to take no material exception(s) to Exhibit 1, Sample Professional Services Contract, attached to this RFQ.
11. Outcome of oral interviews including technical analysis and presentation (if requested by the Airport).

IV. CONFIDENTIALITY AND PUBLIC INFORMATION

Respondents may designate those portions of a response, which contain trade secrets, or other proprietary data ("**Data**") which Respondent desires remain confidential. If a Respondent includes Data that is not to be disclosed to the public for any purpose or used by the Airport except for evaluation purposes, the Respondent must:

A. Mark the title page as follows:

"This submittal includes trade secrets or other proprietary Data that may not be disclosed outside the Airport and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Statement of Qualifications. The Airport, for purposes of this provision, will include any consultants assisting in the evaluation of the Statement of

Qualifications. If, however, an Agreement is awarded to this Respondent as a result of or in connection with the submission of this Data, the Airport has the right to duplicate, use or disclose the Data to the extent provided in the resulting Agreement. This restriction does not limit the Airport's right to use information contained in the Data if it is obtained from another source without restriction. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."

- B. Mark each sheet or Data to be restricted with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."
- C. Provide a USB storage drive with a redacted copy of the entire Proposal or submission in .pdf format for Airport use. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB storage drive with a redacted copy may result in the posting of an un-redacted copy.
- D. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Statement of Qualifications as non-responsive.
- E. **All SOQs submitted to the Airport in response to this RFQ are subject to the Illinois Freedom of Information Act.** The Airport will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the Airport with regard to disclosure of this information.
- F. Consistent with the Airport's practice of making available all information submitted in response to a public procurement all Statement of Qualifications, any information and documentation contained therein, any additional information or documentation submitted to the Airport as part of this RFQ, and any information or documentation presented to Airport as part of the negotiation of an Agreement will be made publicly available through a website hosted by the Airport. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.

V. ADDITIONAL DETAILS OF THE RFQ PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFQ package in the Airport Office, request that the Airport personnel mail them a copy, or download the RFQ document per the instructions and requirements in Section I.C.3 above. Each addendum is incorporated as part of the RFQ documents, and receipt must be acknowledged by the prospective Respondents in the Cover Letter of their submittals or as otherwise directed herein.

The addendum may include, but will not be limited to, the following:

- A change of the Response due date;

- Clarifications to Respondents questions; and
- Terms and conditions the Airport anticipates will be included in the final signed contract.

B. Airport's Rights to Reject Submittals (SOQ)

The Airport is under no obligation to award an Agreement pursuant to this RFQ and, acting through the CPO, reserves the right to reject any and all Statement of Qualifications. The Airport reserves the right to use any other procurement method available under applicable law to obtain the Services described herein.

C. No Liability for Costs

The Airport is not responsible for any costs or damages incurred by Respondents, its team member(s), subcontractors or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the Statement of Qualifications, and/or participation in any conferences, oral presentations or negotiations.

D. Debriefing

If any Respondent requests a debriefing in writing, it may be granted at the discretion of the Executive Director only after the award of the Contract.

VI. LEGAL ACTION

Please provide the information below. If the answer to any of the questions is “Yes”, provide a brief description or explanation on a separate sheet.

QUESTIONS	YES	NO
1. Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2. Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation on separate page(s).		
3. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4. Within the last three years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
5. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid-rotating?		
6. Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7. Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE, DBE and/or EEO?		
8. Has the firm or venture ever failed to complete any work awarded to it?		

VII. PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFQ. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified.

Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project: _____

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

EXHIBITS

Exhibits follow this page. Remainder of page intentionally left blank.

Exhibit 1: Scope of Services

GENERAL SCOPE OF SERVICES

Chicago Executive Airport (“Airport”), is strongly committed to its Residential Sound Insulation Program (referred to herein as “RSIP” or “Program”), which aims to reduce the impact of aircraft noise in homes surrounding the Airport. Pursuant to the airports approved Noise Compatibility Program (NCP), the Airport intends to initiate a voluntary residential sound insulation work in neighborhoods surrounding Chicago Executive Airport. The Airport will be providing all sound insulation labor and materials through various contracts at no cost to the eligible homeowners.

This scope outlines the services required to manage the RSIP for Chicago Executive Airport. The Airport will utilize FAA established eligibility criteria for residential sound insulation near Chicago Executive Airport; All residential sound insulation funding is paid by the Airport via various airport financing mechanisms including, but not limited to, airport revenue bonds, airport operating revenue, cash on hand, and Airport Improvement Program (“AIP”) grants from the Federal Aviation Administration (“FAA”).

The FAA is currently reviewing a Noise Exposure Map update for the Part 150 Study. The initial phase of the work will include the institution of a pilot program to sound attenuate homes within the updated 65 DNL contour surrounding the airport. Per “Issue One (2009 NCP pages S.12 – S.15), the pilot program will include acoustical surveys to determine what type of sound attenuation is necessary to achieve interior noise levels shown in Table 1 of the NCP. Consultant shall never make eligibility determinations in performing the Services, as the FAA determines eligibility in the RSIP for all homes. Throughout this Scope of Services, the term “home” is used interchangeably with “dwelling unit”, and the term “homeowner” is used interchangeably with “participant” and “customer”.

DETAILED SCOPE OF SERVICES

The services to be provided include Program Management and Construction Management (“PM/CM”) Consulting Services for the RSIP (“Services”). Under this scope, the Airport is requesting five years of Services. During this time period, the magnitude of the sound insulation work will vary at the direction of the Airport, and the Airport will require Consultant to implement a staffing plan based on scalability, which is the idea of scaling the staffing levels up and down for all positions as needed on a regular basis to perform the PM/CM work. The Services are described in more detail below and are not necessarily limited to the items listed below. In performing the Services, Consultant must cooperate fully with Airport, the planning firm(s) providing airport noise consulting services, the design firm(s) providing architectural and engineering consulting services (“A/E”), construction contractors (“contractors”) and subcontractors, material suppliers, manufacturers, the FAA, the Illinois Historic Preservation Agency (“IHPA”) as prescribed, local community building departments, and the Board as may be needed, in the sole discretion of the Executive Director. The term “review” as used below generally means “review and provide written comment regarding...”

2. PROGRAM STAFFING

The RSIP is anticipated to be essentially a home remodeling program relying on acoustical treatments to achieve mitigation of aircraft noise. Consultant team will consist of a blended group of professional staff from various backgrounds, including but not limited to architecture, construction management, contract law, and customer service to complete the Services. Consultant shall assign and maintain Key Personnel

throughout the term of this Agreement. Representative professional staffers that are anticipated to comprise the Key Personnel include: Program Executive, Program Director, Manager of Customer Service, Manager of Construction Management, Manager of Contract Administration, Acoustical Specialist, Quality Assurance Specialist, and Program Attorney. Work experience in residential architecture, residential construction management, contract law for municipal government, and noise control acoustics are all highly desired. Key Personnel roles and responsibilities are generally described below.

- A. The Program Executive is a part-time executive level professional responsible for building Consultant team, providing corporate support, maintaining the continuity and professionalism of the RSIP, and ensuring completion of Consultant deliverables to the Airport. Reports to the Airport.
- B. The Program Director is a professional responsible for managing daily operations of the RSIP; the Program Director should excel in program management and does not need to be a construction manager. Supervises all RSIP staff through Key Personnel. Serves as the principal liaison to the Airport Contract Manager. Reports to the Airport and Program Executive.
- C. The Manager of Customer Service is a professional responsible for initiating and maintaining relationships with homeowners as “customers” of the RSIP, scheduling contractor appointments in the homes, managing all homeowner files until sound insulation work is substantially complete, and supervising staff including customer service representatives and general office clerks. Interacts with all homeowners participating in the RSIP through staff. Reports to the Program Director.
- D. The Manager of Construction Management is a professional responsible for managing all construction work in the Program participants’ homes and supervising staff including project managers, project coordinators, and project inspectors. Interacts with A/E, contractors and subcontractors, material suppliers, and manufacturers. Reports to the Program Director.
- E. The Manager of Contract Administration is a professional responsible for administering construction contracts and supervising staff including contract administrators and a payroll clerk. Reports to the Program Director. Subject to magnitude of the program, these duties could be undertaken by the Program Director or Program Executive as determined in consultation between the airport and the Consultant.
- F. The Acoustical Specialist is a professional responsible for conducting all acoustical testing and supervising acoustical technicians. Reports to the Program Director.
- G. The Quality Assurance Specialist is a professional responsible for implementing a Program-wide quality assurance (“QA”) program and auditing the contractors’ quality control (“QC”) programs. Reports to the Program Director.
- H. The Program Attorney is a part-time (i.e., on-call) professional responsible for providing legal services in the areas of municipal contract law, bankruptcy law, property law, and probate law with regard to the RSIP, in order to relieve the workload of the CEA General Counsel who would otherwise perform this work. Must be admitted to practice law in the State of Illinois. Interacts directly with the CEA General Counsel and Executive Director as needed. Reports to the Program Director.

The remaining RSIP staff should include one or more project managers, assistant project managers, project coordinators, project inspectors, contract administrators, payroll clerks, file clerks, general office clerks, administrative assistants, customer service representatives, computer support specialists, and/or acoustical technicians.

3. PROGRAM MANAGEMENT

- A. Directs the daily operations of the Program. Identifies and solves problems daily regarding the issues and stakeholders of a large-scale residential sound insulation program. Responds to inquiries from the Airport management team.
- B. Maintain the programmatic scope of services as needed. Develop individual project scopes of services. After completion of the pilot program, it is anticipated that a typical residential sound insulation “project” will consist of the planning, design, and construction phases for the sound insulation of groupings of homes at a time; the Airport refers to each sound insulation project as a “Phase” of the Program (e.g., CEA RSIP Phase 1).
- C. Prepare monthly status reports which summarize the scope, progress, schedule, and budget for each sound insulation project. The format and content of the reports must be reviewed and approved by the Airport and must be submitted independently of any monthly invoices for the Services.
- D. Create materials such as flyers, form letters, forms, agreements, presentation slides, and pre- and post- construction questionnaires for use in the Program. Maintain a photograph library for use in creating such materials. The format and content of these materials must be reviewed and approved by the Airport.
- E. Provide support to the Airport in conducting pre-bid, pre-award, and pre-construction meetings. Implement FAA guidance in accordance with FAA Advisory Circular 150/5300-9B (or latest edition) “Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects”.
- F. Direct staff in preparation of responses to Illinois Freedom of Information Act (“FOIA”) requests received by the Airport and regarding the RSIP.

4. CUSTOMER SERVICE

- A. Develop, implement, and/or revise customer service procedures for the Program as needed. Serve as the Airport’s liaison to each homeowner in the Program. Provide excellent customer service to homeowners to the greatest extent practicable. The Airport’s positive external relationships with the neighboring communities and their citizens are a high priority in performing the Services.
- B. Organize and staff approximately four to ten informational briefings per year during weeknight hours for homeowners. Homeowner briefings serve to educate prospective participants on the scope of the Program and what they should expect during their participation.
- C. For every home, provide correspondence control for approximately twenty-five forms and form letters, process two original homeowner participation agreements, and process title search results.

Obtain proper signatures to authorize work and maintain all such information in Program files and databases. Transmit warranty packages to all homeowners after the sound insulation work is complete.

- D. Provide planning, coordination, and programs to apprise the Airport and homeowners of plans for construction. Schedule each home for a home inventory appointment, a field measurement appointment, and construction. Coordinate A/E, acoustical, and construction interfaces with each homeowner in order to minimize disruption to homeowners and provide correct and consistent information.
- E. Receive the Residential Construction Modifications (“construction mods”) from A/E and assemble the construction mods in books of no more than fifty dwelling units each for the contractors. For each dwelling unit, A/E prepares a construction mod consisting of door and window schedules, specifications for other work to be performed, computer-aided design (“CAD”) drawings, photographs of the building elevations, and existing conditions and materials. The contractors use the construction mods to set up files for each dwelling unit, visualize dwelling unit floor plans for staging work, direct all manufacturers to label materials in accordance with the construction mods, and direct field staff regarding work to be performed. The construction mods must be bundled by geographical area and sound insulation option package and sequenced in the order that participant documentation is received, and home inventories are performed to the greatest extent practicable.
- F. Maintain a master database of all past, present, and future homeowners who were invited to participate, did participate, and declined to participate in the Program. For those homeowners who did participate, the homeowner database at a minimum must include details as to which program phase, which construction contract, and which sound insulation option package for each home.

5. CONSTRUCTION MANAGEMENT

- A. Provide day-to-day oversight of A/E. Provide services including design support; development of design scope of services; assist in selection of A/E; design contract administration; and review of design errors and omissions (“E&O”) to determine whether recovery of damages should be sought. Assist in developing prototypes of acoustical modifications for homes. Review design documents for constructability.
- B. Support A/E maintenance of a “living” set of RSIP construction contract bid documents, especially Part Three regarding technical specifications including, but not limited to, inclusion of equipment specifications and warranties, compliance with applicable codes and standards in multiple local jurisdictions, and inclusion of sustainable design and construction elements where practicable. Maintain a specification change log for the Program. Review A/E line item descriptions for each acoustical and non-acoustical product and each type of work to be performed. Within the bid documents, identify opportunities for clarification.
- C. Perform construction management services for the Program; such services include, but are not limited to the following:
 - i. Coordinate activities of contractors. Provide day-to-day oversight of Program contractors, striving for homeowner satisfaction. Monitor contractor coordination with all subcontractors,

- material suppliers, and manufacturers.
 - ii. Enforce compliance with the contract documents.
 - iii. Notify the Airport of potential problems due to labor or material shortages.
 - iv. Notify the Airport of proposed changes and problems in the work.
 - v. Ensure that all Program parties in each home have proper RSIP photographic identification (“photo ID”) cards. Refuse entry to the construction job sites for any employee without a proper RSIP photo ID card.
 - vi. Chair construction progress meetings and prepare minutes of same.
 - vii. Route and process construction submittals and shop drawings. Maintain submittal logs and shop drawing logs.
 - viii. Conduct a field measurement appointment for each home.
 - ix. Review contractor materials, certifications, and samples to ensure compliance with the contract documents.
 - x. Inspect delivered materials and equipment at the warehouse and at the construction job sites to ensure compliance with the contract documents.
 - xi. Create and maintain records for the projects as needed including, but not limited to:
 - a. Daily report describing all activity on the construction job sites.
 - b. Measurements and computations of all quantities of materials used in the homes.
 - c. Minutes of meetings held relative to the sound insulation projects.
 - d. Any documents required by outside agencies.
 - e. Project photographs as needed.All records shall be kept in permanent form and shall become part of the project files.
 - xii. Respond to homeowner telephone calls and concerns about ongoing construction work.
 - xiii. Review contractor schedules and usage of manpower to ensure compliance with the contract documents.
 - xiv. Meet with A/E to discuss clarifications and changes.
 - xv. Prepare field orders for issuance to contractors. Maintain field order logs.
 - xvi. Make recommendations regarding change orders to the Executive Director including, but not limited to, providing scopes and cost estimates for the changes.
 - xvii. Verify material quantities installed by contractors in participant homes for progress payments.
 - xviii. Conduct a substantial completion inspection of each home, create a punch list of outstanding items for each home, facilitate contractor completion of punch list items, and conduct a final completion inspection of each home. Maintain product replacement logs.
 - xix. After the final completion inspection of each home, conduct an audit of material quantities for each home.
- D. Coordinate A/E and contractor activities with multiple local community building departments, especially with respect to building code requirements and inspections at the construction job sites.
- E. Provide the policies, programs, and procedures to achieve a safe and secure work environment in accordance with applicable laws and industry best practices. Monitor contractors’ safety practices.
- F. Provide written evaluations for A/E and contractors as requested by the Airport.
- G. Facilitate avoidance and management of homeowner claims, contractor claims and disputes, and subcontractor mechanic’s liens.

- H. Investigate homeowner warranty claims and refer homeowners to contractors or manufacturers as needed. The Airport warrants parts and labor for RSIP work; the terms of the warranties vary by product.

6. OPERATIONS AND PROGRAM CONTROLS

- A. Address the daily operational, information technology, and administrative needs of all Program staff.
- B. Maintain a master construction schedule for the remaining homes under the Airport RSIP. The format and content of the master construction schedule must be reviewed and approved by the Airport. Develop and implement individual project schedules. Develop and implement individual project budgets for the PM/CM services pertaining to each sound insulation project.
- C. Develop, implement, and/or revise records management procedures for the Program as needed. Inventory and maintain all records for homeowners and contractors for Program work. This work includes storage and destruction both for physical records (e.g., paper records and sound insulation material samples) and electronic records. Consultant's procedures must conform to all Illinois Local Records Act requirements and (for work reimbursed by federal grants) the federal requirements within 2 CFR §200.333 through §200.337.
- D. Maintain an inventory of Airport personal property assets assigned to the Program on a regular basis throughout the duration of the Agreement. At a minimum, the asset inventory must include, but is not limited to, desktop computers and monitors, laptop computers and docking stations, software licenses, printers, desktop telephones, and acoustical testing equipment. The format and content of the inventory must always be reviewed and approved by the Airport. For all Airport personal property assets assigned to and managed by Consultant, Consultant will also maintain the assets (and any owner's manuals and warranty paperwork) and return them to the Airport in good working order at the end of the Agreement, excluding normal wear-and-tear and the Airport approved disposal or surplussing of such assets; the Airport and Consultant will agree to baseline conditions of the assets with Airport approval of the initial asset inventory. Consultant's asset inventory will also include details of equipment warranties. All new or replacement equipment purchased under this Agreement will become the property of the Airport.

7. CONTRACT ADMINISTRATION

- A. Develop, implement, and/or revise contract administration procedures for the Program as needed.
- B. Maintain a "living" set of RSIP construction contract bid documents, especially Parts One and Two regarding instructions to bidders and general conditions. Within the bid documents, standardize the formatting and terminology, and identify opportunities for clarification. Estimate quantities for each line item based on historical quantities and homes already inventoried in the current phase. Prepare construction bid packages for review and approval by Airport. Prepare requests for advertisement of bids. Prepare bid comparison worksheets.
- C. Ensure the collection, review, and maintenance of any required certificates of insurance by the

contractors and all on-site subcontractors to determine compliance with the contract documents. Obtain revised certificates as needed. Verify that the builder's risk policy complies with the contract documents. Forward insurance certificates to the Program Attorney.

- D. Collect and review certified payrolls for each contractor. Provide written comments to each contractor when errors in the certified payrolls are identified. Conduct field visits to the construction job sites to verify the employee workforce reported on the certified payrolls.
- E. Prepare construction contract payment estimates (i.e., vouchers/invoices), collect and review submittals, and track payments. Resolve contract payment disputes and coordinate with contractors and Airport finance staff concerning contract payments and compliance.
- F. Prepare contract modifications for line item adjustments as well as change orders. Maintain change order logs.
- G. Utilize the Airport's existing database tools which allow the user to track details about individual sound insulation projects, contractors, and subcontractors.
- H. Facilitate avoidance and management of contractor claims and disputes and subcontractor mechanic's liens.
- I. Assist the Airport by collecting and reviewing documentation regarding construction contract requirements for participation by DBE firms and EEO compliance.
- J. Prepare documentation necessary for closeout of FAA AIP grants.
- K. Maintain construction contract closeout checklists in order to receive all contract deliverables; finalize all contract modifications; facilitate resolution of all claims, disputes, and liens; determine final quantities for final payment; and prepare a Request for Final Acceptance for the Airport. The proper closeout of construction contracts by Consultant on a regular basis is a high priority in performing the Services.

8. ACOUSTICAL TESTING

- A. Develop, implement, and/or revise acoustical testing procedures for the Program as needed.
- B. Schedule and conduct pre-construction and post-construction noise audits in twenty percent of the participating homes using the aircraft flyover method or the artificial noise method.
- C. Maintain a log of acoustical products approved for use under the Program.
- D. In accordance with each acoustical product's testing cycle, review and approve test reports.
- E. Review design documents to ensure that noise level reduction goals are met.
- F. Conduct home inventory appointments as needed.

9. QUALITY ASSURANCE

- A. Develop, implement, and/or revise QA/QC plans and procedures for the Program as needed.
- B. Review design document QA/QC provisions as needed.
- C. Inspect work under construction on a daily basis, including field testing of windows and doors.
- D. Audit contractor QC plans and procedures.
- E. Issue quality deficiency reports for materials or labor as needed. Coordinate resolution of such reports between Program staff and the contractors.

10. LEGAL SERVICES

- A. Review certificates of insurance by the contractors and all on-site subcontractors, including but not limited to limits of coverage, indemnifications, and waivers of subrogation. Forward insurance certificates to the Airport, noting any apparent discrepancies or omissions. Provide a conditional approval to the contractors and subcontractors to allow workers on the construction job sites.
- B. Review and interpret homeowner real property deeds, wills, and trusts in cases where such documents are not clear.
- C. Facilitate avoidance and management of homeowner claims, contractor claims and disputes, and subcontractor mechanic's liens. For each notice of mechanic's lien received, determine whether the lien is perfected within statutory deadlines.
- D. Track bankruptcies for Program contractors, subcontractors, material suppliers, and manufacturers as requested by the Airport.
- E. Track labor union benefits claims under the Employee Retirement Income Security Act ("ERISA") regarding Program work as requested by the Airport.
- F. In all cases, coordinate with the Airport General Counsel and DOL staff.

EXHIBIT 2: SPECIAL CONDITIONS REGARDING DBE PARTICIPATION

ARTICLE 1. SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT

Contractor must comply with the following terms and conditions where Work or Services are funded in whole or in part by any federal funds including but not limited to FHWA, FTA and FAA.

1.1 Policy and Terms

In the event of a conflict between these Special Conditions and 49 CFR Part 26, the provisions of 49 CFR Part 26 shall control.

It is the policy of the Airport that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, have the maximum opportunity to participate fully in the performance of contracts subject to 49 CFR Part 26. Contractor must not discriminate against any person or business on the basis of race, color, national origin or sex in the performance of this Contract. Contractor must carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (DOT)-assisted contracts and take affirmative action to ensure that businesses owned by socially and economically disadvantaged individuals have full opportunity to participate.

The Airport has set an overall DBE Program Goal of 10%.

Failure to carry out the commitments and policies set forth in this Article constitutes a material breach of the Contract and may result in the termination of the Contract or such remedy as the Airport deems appropriate.

1.1.1 Contract-Specific DBE Participation Goal

The Airport sets contract-specific goals for participation in furtherance of reaching its overall DBE Program Goal. For purposes of this contract, the Airport has set the following contract goal:

CONTRACT DBE PARTICIPATION GOAL: TEN (10) PERCENT.

Note: if this contract is task-order based, goals will be set for the individual task orders; in the context of each task order, these provisions will apply to those task order goals as if they were an overall contract goal.

A bid or proposal may be rejected as non-responsive if the bidder/proposer fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract DBE Participation Goal by reaching out to DBEs to perform work on the contract:

- A. A DBE compliance plan demonstrating how the bidder/proposer plans to meet the Contract DBE Participation Goal (Schedule D, D-1 or D-3 and Schedule(s) C, C-1 or C-3); and/or
- B. Documentation of Good Faith Efforts to obtain DBE participation in this contract.

Note: Schedules D and C are used for contracts for construction work. Schedules D-1 and D-3 are used for contracts for services, and Schedules D-3 and C-3 are used for task order-based

contracts.

The bidder/proposer must make good faith efforts to obtain DBE participation in this contract. The bidder/proposer must document that it has obtained enough DBE participation to meet the Contract DBE Participation Goal set forth above or, if unsuccessful in doing so, has made adequate Good Faith Efforts to meet the goal (see Section 1.7 "Good Faith Efforts").

1.2 Good Faith Effort

1.2.1 Demonstration of Good Faith Efforts

In order for a bid/proposal to be responsive, at the time specified in the request for bids/proposals, the bidder/proposer must demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal. The demonstration is made in the form of the documentation described, "Documenting Good Faith Efforts." The bidder/proposer can demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal either by:

- A. Meeting the Contract DBE Participation Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
- B. Documenting, in the manner described below, adequate Good Faith Efforts to meet Contract DBE Participation Goal. This means bidders/proposers must submit at the time specified in the request for bids/proposals, documentation to show that it took all necessary and reasonable steps to achieve the Contract DBE Participation Goal or other requirements of 49 CFR Part 26, Appendix A, which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. The following are examples of documented actions the Airport may consider determining whether the bidder/proposer made Good Faith Efforts:
 - i. Soliciting through all reasonable and available means (e.g., attendance at pre-bid/proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - ii. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even where the prime contractor might otherwise prefer to perform these work items with its own forces.
 - iii. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - iv. Negotiating in good faith with interested DBEs. It is the bidder/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding

the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the Contract DBE Participation Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract within its own organization does not relieve the bidder/proposer of the responsibility to make Good Faith Efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- v. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the Contract DBE Participation Goal.
- vi. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Airport or the bidder/proposer.
- vii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- viii. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

1.2.2 Documentation of Good Faith Efforts

The following 11 types of documentation, as applicable to the situation, will be considered by the Chief Procurement Officer in determining whether the bidder/proposer has made Good Faith Efforts to meet the Contract DBE Participation Goal. The documentation must be submitted at the time of submission of proposals or the proposal will be deemed non-responsive.

- A. A detailed statement of efforts to identify and select portions of work identified in the request for proposals to certified DBE firms. Include copies of attendance logs from pre-bid/proposal meetings, advertisements and written notices, as applicable.
- B. A listing of all DBE firms contacted that includes:
 - names, address and telephone numbers of DBE firms solicited;
 - date and time of contact;
 - method of contact (written, telephone, facsimile transmittal, etc.)
 - name of the person contacted.
- C. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that includes:
 - project identification and location;
 - classification/commodity of work items for which quotations were sought;
 - date, item and location for acceptance of subcontractor bid proposals;
 - detailed statement which summarizes direct negotiations with appropriate DBE

- firms for specific portions of the work and indicates why negotiations were unsuccessful;
- affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Contract DBE Participation Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
- D. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved.
- E. Evidence that the bidder/proposer negotiated in good faith with interested DBEs.
- F. Evidence that the bidder/proposer did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- G. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the Airport or the bidder/proposer.
- H. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- I. Evidence that the bidder/proposer has provided timely notice of the need for subcontractors to at least 50 percent of the DBEs listed in the Airport's Directory as being certified in the applicable Areas of Specialty. Proof of notification (e.g. certified mail receipt or facsimile transmittal receipt) prior to the date a bidder/proposer's DBE proposal is due is required for any proposal to be deemed responsive. The Chief Procurement Officer may contact the certified DBEs for verification of notification.
- J. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information at the time specified in the request for proposals:
- A detailed statement of the work identified for DBE participation for which the bidder/proposer asserts the DBE quote(s) were excessively costly (in excess of 15 percent higher).
 - a listing of all potential subcontractors contacted for a quotation on that work item;
 - prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- OR**
- Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the DBE proposals are excessively costly, even though not in excess of 15 percent higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - the Airport's estimate for the work under a specific subcontract;
 - the bidder/proposer's own estimate for the work under the subcontract;
 - an average of the bona fide prices quoted for the subcontract;
 - demonstrated increase in other contract costs as a result of subcontracting to the DBE or other firm.
- K. Copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. This is must be

included in the documentation of Good Faith Efforts whenever a non-DBE subcontractor is selected over a DBE for work on the contract.

Note: The Airport reserves the right to modify this procedure when deemed appropriate.

1.3 Equal Employment Opportunity

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to prime contractor and subcontractor obligations

EXHIBIT 3: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

CHICAGO EXECUTIVE AIRPORT PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RESIDENTIAL SOUND INSULATION PROGRAMS

Consultant must provide and maintain at Consultant's own expense, during the term of the 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 coverage and requirements specified below, insuring all operations related to the Agreement.

A. 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 Services under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

Chicago Executive Airport is to be named as an additional insured under the Consultant's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO Endorsement Form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the Airport. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Consultant's sole negligence or the additional insured's vicarious liability. Consultant's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the Airport. Consultant must ensure that the Airport is an additional insured on insurance required from subcontractors.

Subcontractors performing Services for Consultant must maintain limits of not less than \$2,000,000 with the same terms herein.

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 \$5,000,000 per occurrence for bodily injury and property damage. The Airport of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for Consultant must maintain limits of not less than \$2,000,000 with the same terms herein.

4) Professional Liability

When any architects, engineers, construction and/or project managers and other 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 \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement.

A claims-made policy which is not renewed or replaced must have an extended reporting period of Five (5) years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$2,000,000 with the same terms in this subsection.

5) Valuable Papers

When any plans, designs, drawings, media, data, specifications, records, reports and other 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.

6) Property

Consultant is responsible for all loss or damage to Airport property at full replacement cost.

Consultant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the Chicago Executive Airport, 1020 Plant Road, Wheeling, 60090 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 Chicago Executive Airport Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the Airport that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the Airport to obtain certificates or other insurance evidence from Consultant is not a waiver by the Airport of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions 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 the Agreement, and the Airport retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Consultant must provide for 60 days prior written notice to be given to the Airport in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation

against the Chicago Executive Airport, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Chicago Executive Airport do not contribute with insurance provided by Consultant under this Agreement.

The required insurance to be carried 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.

If the Contractor maintains higher limits than the minimums shown above, the Airport requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Airport.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. Consultants must ensure that the Airport is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors

If Consultant or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the Chicago Executive Airport maintains the right to modify, delete, alter or change these requirements.

SAMPLE INSURANCE CERTIFICATE

Named Insured: _____

Contractor must provide and maintain at their own expense, during the term of the Contract and endorsements indicated below have been issued to return and perform any of the operation described within the insurance coverage and requirements specified below, insuring all operations related to the Contract.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker’s compensation and professional liability, will read: “The Chicago Executive Airport is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Executive Airport.”
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the Airport.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the Airport of Chicago.
- d) The receipt of this certificate by the Airport does not constitute agreement by the Airport that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured Chicago Executive Airport Attention: Executive Director 1020 Plant Road Wheeling, IL 60090	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____
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