

**June 21, 2019**  
**ADDENDUM NO. 4**  
**FOR**  
**REQUEST FOR PROPOSAL (“RFP”)**  
**FOR**  
**EXPERT PROFESSIONAL INTEGRITY MONITORING SERVICES**  
**SPECIFICATION NO. 938807**

For which Proposals were due in the office of the Chief Procurement Officer, Department of Procurement Services, Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 **at 4:00 p.m., Central Time, on June 28, 2019.**

The following changes and/or revisions are incorporated into the above referenced RFP Document as noted. All other provisions and requirements as originally set forth remain in force and are binding.

**THE RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THE ADDENDUM IN THE COVER LETTER**  
**SUBMITTED WITH THEIR PROPOSAL**

**SECTION 1. NOTICE OF REVISIONS TO THE RFP**

1.	The Proposal Due Date has been postponed to <b>July 12, 2019</b> . For which Proposals are due in the Department of Procurement Services, Bid & Bond Room, Room 103, City Hall, 121 N. LaSalle Street, Chicago, Illinois, 60602, at 4:00 p.m., Central Time.
2.	Delete the existing first paragraph of page 4, III Scope of Services and replace it in its entirety with the following:  “This RFP is for services related to O’Hare 21. Up to three (3) vendors will be awarded an agreement for Professional Services, whereby an estimated maximum compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary. Typically, for contracting monitoring purposes, the CDA will be the contracting party, with payment made to the integrity monitor directly by CDA following review of invoiced services. The City will negotiate compensation schedules with selected vendors prior to contract award and incorporate the rates for both the Contractor as prime contractor and each identified subcontractor, if any, into the Agreement.”
3	Delete the existing section 5.2.3.B and replace it in its entirety with the following:  “ <b>B. Company References/Client Profile Information (See Form in Exhibit 3)</b>  Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope, professional services and magnitude as described in this RFP. If you are using the City of Chicago as a reference, a maximum of 1

	<p>reference from the City of Chicago will be accepted. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:</p> <ul style="list-style-type: none"> <li>- Client name, address, contact person name, telephone and email address.</li> <li>- Description of Services provided similar to the Services outlined in <b>Exhibit 1</b> of this RFP.</li> <li>- The date when the Service was implemented.</li> <li>- The location of the project.</li> <li>- Nature and extent of Respondent's involvement as the prime Contractor (also indicate area of secondary responsibility, if applicable) Identify Services, if any, subcontracted, and to what other company.</li> <li>- Contract term (Start and End date or indicate if currently providing services).</li> <li>- The total dollar value of the Contract.</li> </ul> <p>If Respondent has a prime contractor/subcontractor relationship instead, this information regarding company references/client profile is also required for any subcontractor that is proposed to provide a significant portion of the work.</p> <p>All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.</p> <p>The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance."</p>
4	<p>Delete the existing heading for section 5.2.4. and replace it in its entirety with the following:</p> <p><b>"5.2.4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services - limit of five (5) pages"</b></p>

## **SECTION 2. ANSWERS TO QUESTIONS SUBMITTED FOR CLARIFICATION OF THE RFP**

<b>Question 1:</b>	The RFP contains a mentor firm requirement. How might mentor and DBA/MBE firms connect with a potential prime for this requirement?
<b>Response:</b>	<b><i>The RFP does not contain a mentor firm requirement. It does permit additional MBE or WBE credit based on self-performance by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. See the City of Chicago Department of Procurement Services website at <a href="https://www.chicago.gov/city/en/depts/dps.html">https://www.chicago.gov/city/en/depts/dps.html</a> which has information regarding awarded contracts, take-out lists, business opportunity fairs etc. which can assist with finding prime firms to partner with.</i></b>
<b>Question 2:</b>	How many and which contractors and / or subcontractors will the Integrity Monitor be monitoring?

<b>Response:</b>	<b><i>Each IM will monitor one of three Construction Managers at Risk, and all of the associated contractors and subcontractors. The CMAR Agreements were awarded on May 29, 2019. Please see the City of Chicago Department of Procurement Services website for details.</i></b>
<b>Question 3:</b>	What is the type of contract that is / will be associated with the construction management of this project i.e. lump sum, GMP, CM at risk, design build etc.? Will the construction manager self-perform any work?
<b>Response:</b>	<b><i>Construction Manager at Risk Agreements, with a GMP. It is not anticipated that the CM will self perform, however, there is a possibility that they might.</i></b>
<b>Questions 4</b>	Please explain how the work will be divided amongst up to three selected vendors. Will the selected Integrity Monitors work together on the same O'Hare 21 projects and same contractors? Or will each monitor be given different projects focusing on different contractors?
<b>Response:</b>	<b><i>It is anticipated that each IM will be assigned a specific CMAR and will monitor all projects assigned to the respective CMAR.</i></b>
<b>Question 5</b>	Which technology / software systems will be used on the project?
<b>Response</b>	<b><i>We will be utilizing eBuilder as the Project Management Information System (PMIS).</i></b>
<b>Question 6</b>	Are there certain evaluation criteria that are of greater importance than others? If so, can you please inform how the criteria are weighted or prioritized?
<b>Response</b>	<b><i>Evaluation criteria are listed in no particular order or in importance of weight. Vendors are expected to treat all criteria as important, and as such should submit their proposals accordingly.</i></b>
<b>Question 7</b>	When does the City expect to award the Integrity Monitoring Services contract?
<b>Response</b>	<b><i>The City intends on awarding the IM contracts no later than by the end of the 3rd quarter, 2019</i></b>
<b>Question 8</b>	What professional certifications are preferred for the team members, if any?
<b>Response</b>	<b><i>This will be left up to the IM's to determine what professional certifications if any are relevant and worthwhile to highlight in the proposal.</i></b>
<b>Question 9</b>	Can you please clarify what entity will make payments to the winning vendor(s)?
<b>Response</b>	<b><i>The Chicago Department of Aviation will be making payments directly to the selected IM vendors. See revision #2 of this addendum.</i></b>
<b>Question 10</b>	<p>The RFP states that the City and its partners have agreed to an \$8.7B CIP (O'Hare 21). The current 2018-22 CIP identifies \$2.2B in funding for the Department's O'Hare CIP.</p> <p>a. Can you please explain over what timeframe the \$8.7B is for?</p> <p>b. Is the difference between the \$8.7B and \$2.2B funded by the partners?</p> <p>c. To what degree if any will the partners (as stakeholders) be involved in overseeing aspects of the IM services?</p> <p>d. Can you provide a copy of the O'Hare 21 CIP, including planned projects?</p>

Response	<p><b><i>a. The \$8.5B (should not be \$8.7B) would be over 15 years until 2033</i></b></p> <p><b><i>b. The \$2.2B is a component of the \$8.5B program and is funded through airport revenues.</i></b></p> <p><b><i>c. The City of Chicago will be involved in overseeing all aspects of the IM services</i></b></p> <p><b><i>d. The planned projects and CIP approved under the Use and Lease Agreement can be found at <a href="https://www.flychicago.com/docs/ord_use_lease.pdf">https://www.flychicago.com/docs/ord_use_lease.pdf</a> under exhibits L, N, and O.</i></b></p>
Question 11	The RFP states the IM will provide legal, auditing, investigative, loss prevention, and/or other technical skills and requests the IM team have certain specific expertise listed in Section 3.1 of the RFP. Will the CDA only select a vendor(s) that can provide all of the requested IM services identified?
Response	<b><i>Yes.</i></b>
Question 12	The RFP states that the CDA will award an agreement with an estimated maximum compensation limit. Does the CDA expect to issue work orders against this agreement based on the needs as they arise?
Response	<b><i>It is anticipated that specific work will be assigned to each IM. Work may vary according to needs.</i></b>
Question 13	Does the CDA have an established annual budget for IM services?
Response	<b><i>Annual budgets will be established.</i></b>
Question 14	The RFP states that the CDA will retain up to three (3) IMs related to CMAR as part of O'Hare 21. Can the CDA clarify to what extent the IM services will center around oversight of the CMAR contract(s), as opposed to IM serves related to other projects planned within the O'Hare 21 CIP?
Response	<b><i>The primary focus of these agreements will be to center oversight on CMAR contracts and related projects, however CDA may request non-CMAR IM services if needed.</i></b>
Question 15	Can the CDA explain what stage of procurement(s) the CDA is in for the CMAR related services? Has the CDA selected vendor(s) and if so, who are they? More broadly, can the CDA provide a list of current contractors that would be subject to IM services?
Response	<b><i>The CMAR Agreements were awarded on May 29, 2019. Please see the City of Chicago Department of Procurement Services website for details.</i></b>
Question 16	The agreement requires MBE/WBE participation. Does the CDA envision that the contractor will need to meet the MBE/WBE participation goals at the overall agreement level over the agreement term, or will the CDA require the contractor to meet MBE/WBE participation goals for individual work orders let against the agreement?
Response	<b><i>The contractor must make a good faith effort to meet the overall agreement MBE/WBE goals. However, it is the desire of the City of Chicago that the IMs meet the MBE/WBE goals throughout the project.</i></b>
Question 17	Section 5.2.6 indicates that the City reserves the right to negotiate a final fixed price for the IM services. Does this mean the maximum compensation limit, the maximum hourly rates provided in Exhibit 6A, or both?

<b>Response</b>	<b>Both.</b>
<b>Question 18</b>	Can CDA explain the organizational structure for this effort with various stakeholders? For instance, is there a PMO set up at CDA that the IM would work with, or would the IM interface with CMARs directly, or some other setup?
<b>Response</b>	<b><i>There is currently a PMO who reports to the City of Chicago. The PMO will oversee the CMAR agreements. The IMs will report to the City of Chicago, Integrity Monitor Committee.</i></b>
<b>Question 19</b>	Can CDA explain in more detail the Conflict of Interest requirements as part of this projects, including for instance, the requirements for teaming firms and their relationships (current or past) with the City, Chicago Department of Aviation specifically, the CMARs, and any sub-contractors performing work for the CMARs / City?
<b>Response</b>	<b><i>Section 4.5 Conflicts of Interests is sufficiently detailed for this project.</i></b>
<b>Question 20</b>	Can a team provide sub-consulting services to successful prime consultants for both RFP 938807 and RFP 428915, provided that the services performed on both contracts are not in conflict and substantially different in scope?
<b>Response</b>	<b><i>No.</i></b>
<b>Question 21</b>	To what degree, if any, will ensuring compliance with federal grants regulations be a part of this engagement?
<b>Response</b>	<b><i>The PMO is tasked with performing compliance reviews, including federal grant compliance reviews, on behalf of the City. The IM would be responsible for reviewing and monitoring these compliance reviews.</i></b>
<b>Question 22</b>	What is the budget for this engagement?
<b>Response</b>	<b><i>TBD.</i></b>
<b>Question 23</b>	What types of services will be first provided under this engagement and when do you expect that work to begin?
<b>Response</b>	<b><i>TBD.</i></b>
<b>Question 24</b>	Is it expected that the Integrity Monitors will be provided secured work space on the site or at the Aviation Building?
<b>Response</b>	<b><i>The Integrity Monitor may be provided space at the Department of Aviation, if the Department determines that there is space that may be used for the purpose and that it is in the City's best interest to make that space available to the IM.</i></b>
<b>Question 25</b>	In Section "III. Scope of Services" (page 4 of the RFP), it states "will be the contracting party, with payment made to the integrity monitor directly by the contractor being monitored"; however, at the pre-bid meeting it was stated that the integrity monitors will be paid by the City. Can you clarify, and if to be paid by contractor, has that fact been stipulated in the pending submissions from the CMARs?
<b>Response</b>	<b><i>The Chicago Department of Aviation will be paying the IMs directly. See revision #2 of this addendum.</i></b>
<b>Question 26</b>	It states that up to three vendors will be awarded; is it expected that one will be dedicated to each of the 3 phases explained at the Pre-Bid meeting?
<b>Response</b>	<b><i>Each vendor will be dedicated to one CMAR firm.</i></b>

<b>Question 27</b>	<p>For our MBE and WBE subcontractors we are required to submit schedule C-1 and D-1. Those forms required us to list both a percentage and a dollar amount of expected participation.</p> <p>a) Given the nature of this procurement, will we be able to list “to be determined” in the dollar line?</p> <p>b) For percentage participation, we can make our best efforts to estimate based upon our teaming partners but the tasks will be at the direction of the IG’s office. Will we be able to apply for modifications based upon directed work as the work progresses?</p>
<b>Response</b>	<p><b>a) Yes.</b></p> <p><b>b) Yes.</b></p>
<b>Question 28</b>	If work demands indicate, will we have the ability to use more of a WBE percentage and less MBE or the opposite as long as we maintain 30% total?
<b>Response</b>	<b><i>The 25% MBE and 5% WBE goals are two separate goals. Any changes to the compliance plan must be applied for and approved by the Department of Procurement Services.</i></b>
<b>Question 29</b>	<p>Section “5.2.3, Professional Qualifications and Specialized Experience of Responded and Team Members Committed to Integrity Monitoring Services” (page 12 of the RFP), is limited to 8 pages. Please clarify the below:</p> <p>a) Is the Joint Venture agreement excluded from the page count?</p> <p>b) The chronology of mergers and acquisitions can be a page in itself, with a potential joint venture that could be 2 pages; can these be excluded from the page count?</p> <p>c) If a joint venture, are three references in total acceptable or are you looking for 3 per joint venture member? If 3 references each is required, will the second set be excluded from the page count?</p>
<b>Response</b>	<p><b>a) Yes.</b></p> <p><b>b) Yes.</b></p> <p><b>c) Three per joint venture member and Yes.</b></p>
<b>Question 30</b>	Section “5.2.4 Professional Qualifications, Specialized Experience, and Local Availability of Key Personnel who will be Dedicated to the Services” (page 14 of the RFP) is limited to 3 pages. With potential joint venture partnerships and subcontractors providing both resumes and role descriptions, that will be difficult to achieve. Can any flexibility be given here?
<b>Response</b>	<b><i>Please limit to 5 pages. See revision #4 of this Addendum. Resumes will not count against the page limit.</i></b>
<b>Question 31</b>	Has the Integrity Monitor role and need for cooperation been stipulated in Specification 376113 (CMAR)?
<b>Response</b>	<b>Yes.</b>
<b>Question 32</b>	What is the expected timing on the selection and the start of work?
<b>Response</b>	<b>See response #7.</b>
<b>Question 33</b>	Will contractors be required to submit pay applications in a prescribed electronic format, including certified payrolls, to allow us to effectively gather and evaluate requisitions?

<b>Response</b>	<b>Yes.</b>
<b>Question 34</b>	Will the successful bidder have the flexibility in requesting data to be entered into their software of choice for compliance reporting?
<b>Response</b>	<b><i>Some data may be available.</i></b>
<b>Question 35</b>	Will existing data be available in an electronic format that can be uploaded into the successful bidder's software of choice for compliance analysis and reporting?
<b>Response</b>	<b><i>See response #34.</i></b>
<b>Question 36</b>	If a firm currently prepares tax returns and financial statements for contractors who are bidding on the CMAR or who may perform trade work for the CM, would the firm be conflicted from performing as the IM?
<b>Response</b>	<b>Yes.</b>
<b>Question 37</b>	Are there other oversight government agencies involved in audit or monitoring either as financial investors or partners?
<b>Response</b>	<b><i>Depending on the project, other agencies such as the TSA or CBP, FHWA, and the FAA may audit or monitor these projects.</i></b>
<b>Question 38</b>	What Chicago City agencies such as Buildings Department or City Comptroller etc. will have a role in the project?
<b>Response</b>	<b><i>None except payments or permits.</i></b>
<b>Question 39</b>	Are there any other regulatory bodies who might be involved?
<b>Response</b>	<b><i>See response #37.</i></b>
<b>Question 40</b>	Will the IM play any role in the contract development process to include certain IM requirements in the CMAR and trade contracts of all tiers such as a "Right to Audit or Inspect records" clause or a contractual requirement of the CMAR and its subcontractors of all tiers to cooperate with the IM?
<b>Response</b>	<b><i>This is to be determined, however, the CMARs are expected to cooperate with the IMs.</i></b>
<b>Question 41</b>	Can a newly formed firm substitute years of its principals' collective experience to meet the 3 year in business contract requirements?
<b>Response</b>	<b>Yes.</b>
<b>Question 42</b>	What are the project funding sources (Federal, State, City / Agency)?
<b>Response</b>	<b><i>Funding sources would be airport revenues and potentially federal or state grants, passenger facility charges or other sources of funding.</i></b>
<b>Question 43</b>	Is there a firm start date in mind for the IM?
<b>Response</b>	<b><i>See response #7.</i></b>
<b>Question 44</b>	Can the Respondent propose additional services which are customarily utilized on East Coast IM assignments that are not specified in Exhibit 1?
<b>Response</b>	<b><i>Please propose on what is specified in Exhibit 1.</i></b>

<b>Question 45</b>	If a Respondent is utilizing multiple subcontractors, do the subcontractors also have to register with the City's Bid & Bond department?
<b>Response</b>	<b>No.</b>
<b>Question 46</b>	The RFP indicates that CDA will be reviewing the IM's invoices but the CMAR will be issuing payment. Will there be a protocol in place to prevent the CMAR from demanding to review in detail the IM's invoices they are paying, recognizing a review of the IM's time details could disclose what investigations the IM is pursuing or even that the CMAR might be the subject of an investigation?
<b>Response</b>	<b>See revision #2 of this Addendum.</b>
<b>Question 47</b>	Is there a contractual mechanism in place with the CMAR that will force the CMAR to issue payment to the Integrity Monitor?
<b>Response</b>	<b>See response #46.</b>
<b>Question 48</b>	Section 5.2.3 A – Company Profile: This section indicates that a subcontractor to a prime must also submit profile information if it is anticipated that the subcontractor will provide a significant portion of work. Can you define what constitutes a “significant portion of the work?”
<b>Response</b>	<b>Performance of 25% or more of the work constitutes a significant portion of the work.</b>
<b>Question 49</b>	Section 5.2.3 B – Company References: Please confirm that only the prime or JV partners need to submit references and that references are not required for all subcontractors, or those performing a “significant portion of the work” as defined above.
<b>Response</b>	<b>Subcontractors that are performing 25% or more of the work need to submit references. See revision #3 of this Addendum.</b>
<b>Question 50</b>	Section 5.2.4 Professional Qualification: Item (iii) indicates that resumes or profiles of each key person are required. As the scope of work of an IM assignment generally requires multiple key persons, and those key persons are expected to have significant industry experience, can the resumes of the proposed project team be included as an appendix and not count against the 3 page limit?
<b>Response</b>	<b>See response #30.</b>
<b>Question 51</b>	Section 5.2.8 Financial Statement: If Respondent is utilizing multiple subcontractors, are the subcontractors also required to provide their financial statements?
<b>Response</b>	<b>Subcontractors performing 25% or more of the work must submit financial statements.</b>
<b>Question 52</b>	Does the CDA anticipate assigning one IM to each CMAR agreement?
<b>Response</b>	<b>See Response #2.</b>
<b>Question 53</b>	Does OIG currently have a vendor vetting or prequalification process for the CM and all trade contractors?
<b>Response</b>	<b>No.</b>
<b>Question 54</b>	What are the anticipated contract award dates for the 3 CMAR contracts?
<b>Response</b>	<b>The CMAR Agreements were awarded on May 29, 2019 on POs 96319, 98065 and 98447. Please see the City of Chicago Department of Procurement Services website for details.</b>



<b>Question 55</b>	If the CMARs have been shortlisted, can you provide the names of the shortlisted firms?
<b>Response</b>	<b><i>See response #54.</i></b>
<b>Question 56</b>	Will the CDA or the individual CMARs hold the trade contracts? What level of involvement will the CDA have in the procurement of the trade contracts?
<b>Response</b>	<b><i>CMARs will hold the trade agreements. CDA will observe the procurements of the trade agreements.</i></b>
<b>Question 57</b>	Will the selected IM(s) be provided with office space at or near the project sites?
<b>Response</b>	<b><i>See response #24.</i></b>
<b>Question 58</b>	Will the CDA award a CMAR multiple projects or will they be restricted to one?
<b>Response</b>	<b><i>TBD.</i></b>
<b>Question 59</b>	Will all work on the 3 projects be performed in areas designated as airside (inside of an AOA fence)?
<b>Response</b>	<b><i>Work may be performed in areas both landside and airside.</i></b>
<b>Question 60</b>	Exhibit 6, Section D. Mark-Up on Subcontractor Costs. In no event will the Contractor be entitled to any markup of Subcontractor costs. Could the City please clarify this Section. As a Prime Contractor, this does not seem to follow any existing procedures or common practices.
<b>Response</b>	<b><i>A Contractor is not allowed to markup its subcontractors' costs.</i></b>
<b>Question 61</b>	Will there be office space available for project teams (including electrical/communications/internet access) or in the case of project-site locations, access to designated office space, job-site trailers (and facilities), etc., or will the awardee, be required secure facilities on their own?
<b>Response</b>	<b><i>See response to #24.</i></b>
<b>Question 62</b>	Can you provide a breakdown of the broad categories of projects that make up the \$8.7 billion capital improvement project?
<b>Response</b>	<b><i>See response to #10.</i></b>
<b>Question 63</b>	Approximately how many general contracts and subcontracts are anticipated?
<b>Response</b>	<b><i>Unknown at this time.</i></b>
<b>Question 64</b>	Is there a threshold below which a subcontract will not warrant review by the Contractor?
<b>Response</b>	<b><i>There is no threshold. The scope and focus will be determined in the course of the contract in consultation with the IM Committee.</i></b>
<b>Question 65</b>	Does the CDA have an estimate of the frequency of site visits that the CDA would expect from the Contractor?
<b>Response</b>	<b><i>It depends on the CMAR and project the IM is assigned to.</i></b>
<b>Question 66</b>	Can the CDA provide an estimate of the number of meetings referenced in Exhibit 1, Item #6?

<b>Response</b>	<b>See response #65.</b>
<b>Question 67</b>	Does the CDA have a preferred method of reporting findings per Exhibit 1, Item #9?
<b>Response</b>	<b>See response #65.</b>
<b>Question 68</b>	What is the CDA's preferred frequency of reporting by the Contractor?
<b>Response</b>	<b>See response #65.</b>
<b>Question 69</b>	Other (5.2.3 D. Business License/Authority to do Business in Illinois: For a contractor not currently doing business in Illinois, does the Contractor have to have appropriate licenses or certifications required to perform services in the City of Chicago, County of Cook and State of Illinois (1) prior to submitting a proposal or (2) just prior to the award of a contract?
<b>Response</b>	<b>See Section 5.2.3.D, "Business License/Authority to do Business in Illinois," licenses and certifications are to be provided prior to award.</b>
<b>Question 70</b>	We have some (presentation) covers that we would like to use (with high-level information "about us"), would those count against our page counts?
<b>Response</b>	<b>Yes, if the "high level information" consists of anything other than the name and address/contact information for your firm.</b>

#### END OF ADDENDUM 4

CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER