

Advertisement to Submit Statement of Qualifications  
City of Ann Arbor



SOQ #20-33  
Ann Arbor Municipal Airport Consulting Services

The City of Ann Arbor intends to select a consultant to assist in City of Ann Arbor Municipal Airport development projects for the period 2021-2025. Interested consulting firms are requested to submit responses as outlined herein before **10:00 a.m. (local time) on Tuesday, October 27, 2020.**

The SOQ should demonstrate the consultants' interest in providing airport planning, architectural/engineering design, and construction administration services focused on City of Ann Arbor Municipal Airport's current Five-Year Airport Capital Improvement Plan (ACIP) (available at the Airport News & Projects page on the City's website). Services will include general consulting and advisement on airport development issues including assistance in the following projects:

- Rehabilitate Existing Airport Access Road
- Final Design and Approach Survey (Phase II) for Runway Safety Extension
- 800' Runway and Taxiway Extension Construction
- Rehabilitate Apron (Crack Repair and Sealcoat)
- Rehabilitate Taxiway B, C (Crack Repair and Sealcoat)
- Install PAPI Runway 24
- Terminal Building Expansion and Renovation
- Installation of Taxilane for New Box Hangars
- Airport Layout Plan Update

Services associated with the above project list, such as minor ALP Updates, programming, drainage improvements, environmental review, approach clearing, paint marking, crack sealing, NAVAID/electrical, land acquisition, and/or planning/user survey studies may be performed in association with the listed projects as funding and constructability allow. From time to time projects develop as a result of airport inspections, letters of correction and emergency circumstances. The selected consultant may be asked to perform said additional work as part of this procurement action.

This is a Quality Based Selection process, and services for each project will be negotiated independently. SOQ submittals shall exclude fees or costs. Not all of the services or development items listed in this advertisement may be contracted nor eventually required. The City reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated experience with similar projects; key personnel professional qualifications; firms ability to provide contact person with demonstrated aviation experience and overall project coordination; knowledge/familiarity with Federal Aviation Administration (FAA) and State of Michigan (State) regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least three (3) airport references within the State of Michigan. Additional information may be requested from the top selected firm or firms. Interviews may be conducted at the discretion of the City.

Projects are anticipated to be initiated between 2021–2025. Projects are expected to be completed over several years and funded in full or in part with funds and/or multiple grants from the FAA, State, and/or local sources. The selected firm will be subject to all state and federal requirements.

Proposal documents, specifications, and addendum shall be downloaded by respondents at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.a2gov.org](http://www.a2gov.org) for all parties to download.

All questions regarding this SOQ shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective firms in accordance with the terms and conditions of the SOQ.

All questions shall be due on or before **Friday, October 16, 2020 at 10:00 am** and should be addressed as follows:

Specification/Scope of Work questions emailed to [mikulhanek@a2gov.org](mailto:mikulhanek@a2gov.org)  
Process and Compliance questions emailed to [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

**Ann Arbor Airport Consulting Services  
Statement for Qualifications  
General Information**

**Objective**

The City of Ann Arbor Municipal Airport is hereby requesting Statements of Qualifications (SOQ) from qualified consultant(s) for airport planning, architectural/engineering design and construction administration services. This is a Quality Based Selection process. SOQ submittals shall exclude fees or costs. No fees will be discussed during the selection process. Fee discussions will only occur with the selected firm(s).

**Issuing Office**

City of Ann Arbor  
Procurement Unit  
301 E. Huron St.  
Ann Arbor, MI 48107-8647

**Contract Administration**

City of Ann Arbor  
Fleet & Facilities Unit  
Matthew Kulhanek, Airport Manager  
301 E. Huron St.  
Ann Arbor, MI 48107-8647  
(734) 794-6312

**SOQ Submission**

All SOQ are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Tuesday, October 27, 2020 at 10:00 am EST**. SOQ's submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each Firm must submit one original (ideally marked as such), one (1) paper copy and one (1) electronic copy (preferably on a USB drive) in a sealed envelope clearly marked: **SOQ #20-33: Ann Arbor Municipal Airport Consulting Services** and then list Respondent's name and address.

SOQ's must be addressed and delivered to:

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48107

All SOQ's received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this SOQ Document must be included in submitted bids.**

- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

**Responses that fail to provide these completed forms listed above upon SOQ opening will be rejected as non-responsive and will not be considered for award.**

Hand delivered responses to this SOQ may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule of City Hall which is accessible to the public at all hours. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Firm for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the SOQ. Each Firm is responsible for submission of their SOQ.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

### **Selection Criteria**

This is a Quality Based Selection process. Respondents will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated experience with similar projects; key personnel professional qualifications; firms ability to provide contact person with demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Interviews may be conducted at the discretion of the City.

Firms should demonstrate their reputation with other airports, by providing at least three (3) airport references within the State of Michigan.

### **Disclosures**

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

## **Non-Discrimination Requirements**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## **Living Wage**

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code.

## **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

## **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by Respondent prior to the selection of contractors for the pre-qualified contractors list. By submitting a response, a Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the SOQ.

## **Debarment**

Submission of a response to this SOQ is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily

excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

### **Award Protest**

All protests must be in writing and filed with the Purchasing Agent within five (5) business days of the selection action. The respondent must clearly state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest a pre-qualification decision, the Service Area/Unit shall refer the respondent to the Purchasing Agent. The Purchasing Agent will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

### **Professional Services Agreement**

Consultants selected to do business with the City of Ann Arbor will be required to execute a Professional Services Agreement which shall be acceptable to the City and consistent with FAA and State of Michigan regulation.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all proposals in whole or in part and to waive irregularity and/or informalities in any proposal and to make the award in any manner deemed in the best interest of the City.

### **Environmental Commitment**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

**CITY OF ANN ARBOR**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees \_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Phone/Email address

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021**

**\$13.91 per hour**

If the employer provides health care benefits\*

**\$15.51 per hour**

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

## **ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**





# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

| Conflict of Interest Disclosure*  |   |
|---|---|
| Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest. | <input type="checkbox"/> Relationship to employee<br><hr/> <input type="checkbox"/> Interest in vendor's company<br><input type="checkbox"/> Other (please describe in box below) |
|   |   |

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

| I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below: |                     |  |
|---|---------------------|--|
|   |                     |  |
| Vendor Name   | Vendor Phone Number |  |
|   |                     |  |
| Signature of Vendor Authorized Representative   | Date                | Printed Name of Vendor Authorized Representative |

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)



# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.