

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

OCT 28 2014

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CONTRACT PO NUMBER 2893989
 STANDARD PO NUMBER
 CHANGE ORDER #
 REVISION
 REVISION

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT AIRPORT
FUNDING SOURCE (Percent) FEDERAL 0% STATE 0% CITY 100% OTHER %	DEPARTMENT CONTACT PERSON PAMELA MCGINISTER	PHONE NO. 313.628.2142
CONTRACTOR'S NAME: QOE CONSULTING, PLC		DATE PREPARED 07/14/14
CONTRACTOR'S ADDRESS: 4100 CAPITAL CITY BLVD., 2 ND FLOOR LANSING, MICHIGAN 48906	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$92,790.00 TOTAL CPO AMOUNT \$92,790.00 CHANGE AMOUNT \$	
PHONE NO. (517) 327-1980	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 27-4239742		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURPOSE OF CONTRACT: GENERAL ENGINEERING AND CONSULTING SERVICES FOR AIRPORT DEPARTMENT		
CHARGE ACCOUNT: 5003 - 100050 - 000014 - 739990 - 04185 - 000000 - A6000		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT Airport AUTHORIZED DEPARTMENT REPRESENTATIVE	REC'D JUL 21 2014
JUL 22 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	JUL 29 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
JUL 30 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	7/31/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	9/11/14
	PURCHASING DIVISION PURCHASING DIRECTOR	10/24/14

RECEIVED

JUL 31 2014

CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

CITY OF DETROIT
 FINANCE DEPARTMENT
 PURCHASING DIVISION
 14 SEP 12 AM 11:24

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

OCT 21 2014

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 21, 2014

Page 2

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 21, 2014 and **APPROVED.***

Reported by the Neighborhood and Community Services Committee:

2894525 Nelson Iron Works (Shed 5,East.Mkt) \$195,330.98 RECREATION
Submitted in the List and Referred October 14, 2014.

Reported by the Planning and Economic Development Committee:

2896314 United Community Housing \$100,000 PLANNING & DEVELOPMT
Submitted in the List and Referred October 14, 2014; Approved with ***WAIVER.***

Reported by the Public Health and Safety Committee:

2893989 QOE Consulting \$92,790 AIRPORT
Submitted in the List and Referred October 7, 2014.

2897736 T & N Services \$55,695 FIRE
Submitted in the List and Referred October 7, 2014.

86952 Michael Lehto (Academy Instructor) \$20,160 POLICE
Submitted in the List and Referred October 7, 2014; Approved with ***WAIVER.***

2898225 Detroit Employment Solutions \$195,062 BUILD.SAFE.ENG.&ENVIRON.
Walked-on to Committee Meeting of Oct. 20, 2014; Moved to New Business.

2897829 Bill Snethkamp (105 vehicles) \$4,843,396 POLICE
Submitted in the List and Referred Oct. 7, 2014;
Correction to funding source (QOL) and cost submitted for referral Oct. 21; Moved to New Business.

*The following contract was reported to the City Council, at the Regular Session of October 21, 2014 by the Committee and **TABLED FOR 1 WEEK.***

Reported by the Internal Operations Committee:

2898282 Dan's Tree & Landscape \$400,000 GENERAL SERVICE
Submitted in the List and Referred September 30, 2014; Union issues / privatization.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 21, 2014

Page 3

*The following contracts were submitted to the City Council and referred to the Indicated Standing Committee; at the Meeting of October 21, 2014 were **WITHDRAWN**.*

Referred to Internal Operations Committee

2897014,Emg.Prcmt. J-Mac Tree and Debris \$400,000 GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899526.

2897312,Emg.Prcmt. Tree Man Services \$400,000 GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899584.

2897313,Emg.Prcmt. All Metro Tree Services \$400,000 GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899589.

*The following contracts were **REFERRED** on October 21, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

2899280	Insight Public Sector	INFORM.TECH.SERVICES
86980	Dennis Sawinska	GENERAL SERVICES
86984	Donald L. Benson	GENERAL SERVICES
86985	Kevin M. Garcia	GENERAL SERVICES
86995	Charles J. Holley, Jr.	MAYOR'S OFFICE
86992	Carol O'Cleireacain	MAYOR'S OFFICE

Indicated to be approved by Emergency Manager

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 21, 2014

Page 4

*The following contracts were **REFERRED** on October 21, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee

2895984	Detroit Police Athletic League	PLAN. & DEVELOPMT.
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Referred to Public Health and Safety Committee

2899027	Detroit Salt	TRANSPORTATION
86966	Robert B. Dunne, MD	FIRE
86953	Walter Lee Brown (Victim Serv.)	POLICE
86954	Frank Miles (Victim Serv.)	POLICE
86956	Keith Dawson (Auto Theft)	POLICE
86957	David Jakeway (Auto Theft)	POLICE
86958	Dianne Benners (Auto Theft)	POLICE
86959	Lavern Mack (Auto Theft)	POLICE

The following items have been HELD for review, discussion or report to the Standing Committee.

Held in the Public Health and Safety Committee

2897659	Wright Tools	\$53,000 / 1 year	TRANSPORTATION
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Submitted in the List and Referred September 23, 2014; Correction submitted, Approved Oct. 20.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: October 22, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts approved on October 14, 2014, that were Reconsidered

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 21, 2014 and **APPROVED.***

Reported by the Budget, Finance and Audit Committee:

2896481	Plante & Moran	\$675,000	FINANCE
	Submitted in the List and Referred October 14, 2014.		

Reported by the Internal Operations Committee:

2898787	American Sprinkler	\$450,000	GENERAL SERVICE
	Submitted in the List and Referred October 14, 2014.		
2852020	The OAS Group	\$2,500,000	INFORM. TECH.SERVICES
	Submitted in the List and Referred October 14, 2014.		
86983	Derek Miller	\$27,000	INSPECTOR GENERAL
	Submitted in the List and Referred October 14, 2014; Approved with <i>WAIVER.</i>		
86962	Dennis Black (Cushingberry)	\$2,640	CITY COUNCIL
	Submitted by Special Letter and place on New Business; Approved with <i>WAIVER.</i>		
2899526,Emg.Prcmt.	J-Mac Tree and Debris	\$45,478.40	GENERAL SERVICE
	Submitted by Special Letter, Oct. 20, 2014; Walked-On to Replace PO 2897014.		
2899584,Emg.Prcmt.	Tree Man Services	\$23,630.20	GENERAL SERVICE
	Submitted by Special Letter, Oct. 13, 2014; Walked-On to Replace PO 2897312.		
2899589,Emg.Prcmt.	All Metro Tree Services	\$14,202.10	GENERAL SERVICE
	Submitted by Special Letter, Oct. 13, 2014; Walked-on to Replace PO 2897313.		

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: 07/14/14

Department: Airport

Division: Administration

Dept Head/Contact Person: Jason Watt

Phone No.: 628-2141

Description: QoE shall provide aviation/airport engineering, consulting, and planning services as may be defined during the term of the contract. Services may include, but not be limited to: Design and construction engineering for standby engine/generator, airfield (airside and landside) electrical upgrades, airfield (airside and landside) pavement upgrades; airport master planning; land acquisition services; on-call services as may be requested by Airport Management. All services will be in accordance with City of Detroit, MDOT-Office of Aeronautics, and Federal Aviation Administration requirements, as may be applicable to a specific project.

Contract No.: 2893989

PO Type: Professional Service Contract

Est. Value: \$92,790.00

Contract Term (if applicable): Date of Approval to Five (5) Years Thereafter

Funding: City 100%

State 0%

Federal 0%

Other: _____

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: QOE Consulting, PLC

Required Date: ASAP

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: Professional engineering, consulting, and planning services for development of Coleman A. Young Intl. Airport (DET) require specific education, training, and licensure requirements in order to carry out those services.

Consequence of not buying: Inability to provide service and promote the development of DET.

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

By the nature of professional services, selecting a Professional Services contractor is best done on a Qualifications Based Selection process, as is required by the MDOT-Office of Aeronautics and the Federal Aviation Administration. To maximize availability of State and Federal funding for these services, the QBS process was followed, in conjunction with the Detroit Purchasing Department, in selecting QoE Consulting.

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: n/a

4. Were savings achieved?

Zenola Holland - Fwd: RE: Insurance Certificate - QOECO-1

From: Pamela Mcginister
To: Holland, Zenola
Date: 10/1/2014 12:15 PM
Subject: Fwd: RE: Insurance Certificate - QOECO-1
CC: Watt, Jason
Attachments: Scanned from a Xerox Multifunction Device_8.pdf

Hello Ms. Holland,

We were informed by email and the attached dated 9/15/14 that Purchasing needed insurance on CPO 2893989, not a start and end date. Please date the contract 10/21/14 through 10/21/19 in anticipation of the contract being placed on the City Council Agenda for 10/7/14. Please inform us right away if there are other issues with the contract as this item is critical for the department. Thank you.

Pamela McGinister
Manager I
Coleman A. Young Airport
11499 Conner
Detroit, Michigan 48213
(313) 628-2142
(313) 372-2448 (fax)

>>> Zenola Holland 10/1/2014 9:28 AM >>>

Good Morning Ms. McGinister

Received your documents, but what I need is a contract period. A start and end date, I need that information before I can proceed.

Zenola Holland
Purchasing Assistant
City of Detroit-Finance Dept. Purchasing Division
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
Office: 313-224-9235
Fax: 313-628-1160
hollandz@detroitmi.gov

Michael E. Duggan, Mayor

>>> Pamela Mcginister 9/30/2014 10:19 AM >>>

Hi Zenola,

Please see the attached insurance information for QOE Consulting.

Pamela McGinister
Manager I
Coleman A. Young Airport
11499 Conner
Detroit, Michigan 48213
(313) 628-2142
(313) 372-2448 (fax)

>>> Scott Brinkmann 9/29/2014 10:53 AM >>>

The attached revised insurance form should be copied to your files for QoE Consulting.

D. Scott Brinkmann, Esq.
Assistant Corporation Counsel
City of Detroit, Law Department
313.237.3006
313.224.5505 - (Fax)
sbrinkma@detroitmi.gov

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>>> Vicki Arceo <vickia@lymansheets.com> 9/29/2014 10:07 AM >>>

Scott,

Attached is the corrected additional insured form.

Thank you,



Vicki M. Arceo, CIC, CRM
Lyman & Sheets Insurance Agency
Protecting What's Important Since 1874
vickia@lymansheets.com | www.lymansheets.com
P: 800-648-0856 | F: 517-371-4881
[Follow us on Facebook!](#) | [Connect with us on LinkedIn!](#)

Confirmation required when requesting coverage or changes by email

Notice: This message is intended only for the addressee and may contain information that is privileged and/or confidential. If you are not the intended recipient, do not read, copy, retain or disseminate this message or any attachment. If you have received this message in error, please call the sender immediately at 800-648-0856 and delete all copies of the message and any attachment. Neither the transmission of this message or any attachment, nor any error in transmission or delivery shall constitute waiver of any applicable legal privilege.

From: Vicki Arceo
Sent: Wednesday, August 27, 2014 10:12 AM
To: 'Scott Brinkmann'
Subject: RE: Insurance Certificate - QOECO-1

I had to request it again so I'm waiting for it from the insurance company. I will forward it as soon as I get it.



Vicki M. Arceo, CIC, CRM
 Lyman & Sheets Insurance Agency
Protecting What's Important Since 1874
vickia@lymansheets.com | www.lymansheets.com
 P: 800-648-0856 | F: 517-371-4881
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From: Scott Brinkmann [<mailto:SBrinkma@detroitmi.gov>]
Sent: Wednesday, August 27, 2014 9:24 AM
To: Vicki Arceo
Cc: mborta@
Subject: RE: Insurance Certificate - QOECO-1

Vicki -

I never received the corrected endorsement, which says "Additinal" instead of "Additional Insured".
 Can you email the corrected endorsement? I form with the error is attached for your reference. Thanks.

D. Scott Brinkmann, Esq.
 Assistant Corporation Counsel
 City of Detroit, Law Department
 313.237.3006
 313.224.5505 - (Fax)
sbrinkma@detroitmi.gov

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>>> Scott Brinkmann 8/5/2014 11:24 AM >>>

This will work, however the Interest should say "Additional Insured". It currently says "Additinal".
 Can you please correct this and resend? Thanks for your help.

- Scott

D. Scott Brinkmann, Esq.
 Assistant Corporation Counsel
 City of Detroit, Law Department
 313.237.3006
 313.224.5505 - (Fax)
sbrinkma@detroitmi.gov

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>>> Vicki Arceo <vickia@lymansheets.com> 8/5/2014 9:45 AM >>>

Please find attached the additional insured endorsement. We have asked Home-Owners Insurance Company to correct the name and address. We are awaiting that corrected endorsement.

Thank you,



Vicki M. Arceo, CIC, CRM

Lyman & Sheets Insurance Agency

Protecting What's Important Since 1874

vickia@lymansheets.com | www.lymansheets.com

P: 800-648-0856 | F: 517-371-4881

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From: Scott Brinkmann [<mailto:SBrinkma@detroitmi.gov>]

Sent: Tuesday, August 05, 2014 9:17 AM

To: Vicki Arceo

Cc: mborta@

Subject: RE: Insurance Certificate - QOECO-1

Vicki -

This still does not work.

I need either (1) the language I asked for added to the description box (this is provided all the time by insurance companies) or (2) a copy of the policy page that expressly lists the City of Detroit as an Additional Insured.

The certificate you provided is insufficient. It merely shows the City as the certificate holder and has a check box that there is an additional insured (whomever that might be), however there is no language on the certificate linking the two.

I can be reached at (313) 237-3006 if you wish to discuss this further, however the bottom line is that I will need either one of the options I listed above.

- Scott

D. Scott Brinkmann, Esq.

Assistant Corporation Counsel

City of Detroit, Law Department

313.237.3006

313.224.5505 - (Fax)

sbrinkma@detroitmi.gov

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>>> Vicki Arceo <vickia@lymansheets.com> 8/4/2014 5:01 PM >>>

Please find attached the insurance certificate that was done on 6/19/14. City of Detroit is marked as an additional insured. Policy language can't be added to the description box due to licensing agreements and the

State of Michigan insurance regulations.

Thank you!



Vicki M. Arceo, CIC, CRM

Lyman & Sheets Insurance Agency

Protecting What's Important Since 1874

vickia@lymansheets.com | www.lymansheets.com

P: 800-648-0856 | F: 517-371-4881

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From: Scott Brinkmann [<mailto:SBrinkma@detroitmi.gov>]

Sent: Monday, August 04, 2014 4:43 PM

To: Vicki Arceo

Cc: mborta@qoeconsulting.com

Subject: Insurance Certificate - QOECO-1

Please see the attached insurance certificate that your office generated for QoE Consulting, PLC.

The City of Detroit requires that the City be listed as an additional insured on the General Liability Policy. If the City of Detroit is listed, can you please provide a sentence in the description box of the certificate as evidence of the additional insured provision.

An example is attached for your reference.

If you could please email me a revised certificate for QoE Consulting, PLC, it would be greatly appreciated. The insurance certificate is for both a contract and lease that QoE Consulting, PLC has with the City of Detroit.

Thanks.

- Scott

D. Scott Brinkmann, Esq.

Assistant Corporation Counsel

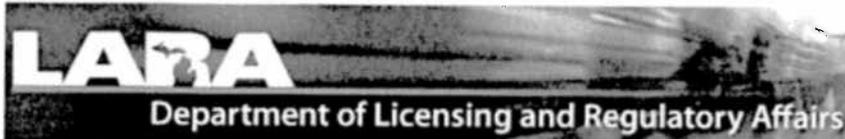
City of Detroit, Law Department

313.237.3006

313.224.5505 - (Fax)

sbrinkma@detroitmi.gov

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LIMITED LIABILITY COMPANY DETAILS

Searched for: QOE CONSULTING, PLC

ID Num: D5033T

[Assumed Names](#)

Name: BORTA QOE CONSULTING, PLC

Type: Professional Domestic Limited Liability Company

Resident Agent: MICHAEL L BORTA

Registered Office Address: 4100 CAPITAL CITY BLVD 2ND FL LANSING MI 48906

Mailing/Office Address: 4100 CAPITAL CITY BLVD. 2ND FLR LANSING MI 48906

Formation/Qualification Date: 12-1-2010

Jurisdiction of Origin: MICHIGAN

Managed by: Members

Status: ACTIVE **Date:** Present

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REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: AIRPORT

E-MAIL ADDRESS: pamelams@detroitmi.gov

CONTACT NAME: Pamela Mcbinister PHONE: 628-2142 FAX: 372-2418

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 130
Detroit, MI 48226
Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For: Individual or
Company Name QOE Consulting, PLC
Address 4100 Capital City Blvd.,
2nd Floor
City Lansing
State MI Zip Code 48906
Telephone (517) 327-1980 Fax # (517) 327-1982
E-mail Address mborta@goeconsulting.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) <u>Michael L. Borta, P.E.</u>	Telephone # <u>(517) 327-1980</u> Fax # <u>(517) 327-1982</u>
---	--

Employer Identification or Social Security Number <u>27-4239742</u>	Spouse Social Security Number
--	-------------------------------

Nature of Contract Consulting & Engineering Services

BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____
Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- Were you employed during the last seven (7) years? Yes No
- Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- Will the company have employees working in Detroit? Yes No
- Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes No Signature LUCHETIA JENNINGS Date JAN 02 2014 Expires JAN 02 2015

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
 Purchasing Vendor
 1012 Coleman A. Young Municipal Center
 Detroit, MI 48226
 (313) 224 - 4087 (Telephone)
 (313) 224 - 4238 (Fax)

Nature of Contract Consulting and Engineering Services-Professional
 Contract Amount _____

Business Type: () Corp (x) Partnership () Sole Proprietorship () Personal Services

Business Name QoE Consulting, PLC

Business Address 4100 Capital City Blvd., 2nd Floor, Lansing MI 48906

Ward/Item # _____

F.I.D. NO. 27-4239742

City Personal Property I.D. # 04990239.30

Owner(s) Name Michael L. Borta

Owner(s) SS# _____

Contact Person Michael L. Borta

Phone Number 517-327-1980

Fax Number 517-327-1982

Owner(s) Home Address _____ () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
 () Approved () Approved () Approved () Approved

Comments: _____

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature (City of Detroit) [Signature]

Date 4-16-14

Expiration Date DEC 30 2014

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the QoE Consulting, PLC, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current **Contract Specific** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: QoE Consulting, PLC
(Type or Print Legibly)

Contractor Address: Lansing, MI, 48906
(City) (State) (Zip)

Contractor Phone/E-mail: 517-327-1980 / mborta@qoeconsulting.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Michael L. Borta, Manager

Signature of Authorized Representative: *Michael L. Borta*

Date: December 06, 2013

*** This document **MUST** be notarized ***

Signature of Notary: *Kathryn Lynn Phillips*
Printed Name of Seal of Notary: KATHRYN LYNN PHILLIPS
My Commission Expires: 11 1 25 1 2016

KATHRYN LYNN PHILLIPS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 25, 2016
Acting in the County of INGHAM

For Office Use Only:	
Cov. Rec'd: <u>12/16/13</u> in	Department Name: <u>AIRPORT</u>
<input checked="" type="checkbox"/> Accepted by: <u><i>[Signature]</i></u>	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434	

Home-Owners Insurance Company

54619 (8-94)Y

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE*

Name of Person or Organization:

CITY OF DETROIT
IT'S OFFICERS, AGENTS AND EMPLOYEES IN THEIR RESPECTIVE CAPACITIES

Address:

11499 CONNER AVENUE
DETROIT MI 48213

Interest:

ADDITIONAL INSURED

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

1. to which this insurance applies; and
2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

*If the information is not shown in the Schedule, it will be shown in the Declarations.

Home-Owners Insurance Company

54619 (8-94)Y

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE*

Name of Person or Organization:

CITY OF DETROIT -COLEMAN A YOUNG INTERNATIONAL AIRPORT
11499 CONNER AVENUE, DETROIT MI 48213

Address:

3011 W GRAND BLVD
DETROIT MI 48202

Interest:

ADDITINAL INSURED

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

1. to which this insurance applies; and
2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

*If the information is not shown in the Schedule, it will be shown in the Declarations.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2013

PRODUCER PROFESSIONAL DESIGN INS MGMT CORP PO Box 501130 Indianapolis, IN 46250 (317) 570-6945		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED QoE Consulting PLC, Borta QoE Consulting PLC dba 4100 Capital City Blvd., 2nd Floor Lansing, MI 48906		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Ironshore Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	000883503	1/1/2014	1/1/2015	\$1,000,000 limit each claim \$1,000,000 in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Detroit
 Coleman A Young International Airport
 11499 Conner Ave.
 Detroit, MI 48213

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ken Burton

Hiring Policy Compliance Affidavit

I, Michael L. Borta, being duly sworn, state that I am the _____

Manager of QoE Consulting, PLC
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Michael L. Borta

Title: Manager Date: 12-6-13

STATE OF Michigan)
) SS
COUNTY OF Ingham)

The foregoing Affidavit was acknowledged before me the 6th day of Dec, 2013,
by *Kathryn Lynn Phillips*.

KATHRYN LYNN PHILLIPS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 25, 2016
Acting in the County of INGHAM

Notary Public, County of Ingham
State of Michigan
My commission expires: Nov. 25, 2016

QOE CONSULTING

Employment Application



APPLICANT INFORMATION

Last Name	First	M.I.	Date
Street Address			Apartment/Unit #
City	State	ZIP	
Phone	E-mail Address		
Date Available	Social Security No.	Desired Salary	
Position Applied for			
Are you a citizen of the United States?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?

EDUCATION

High School	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree
College	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree
Other	Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree

REFERENCES

Please list three professional references.

Full Name	Relationship
Company	Phone ()
Address	
Full Name	Relationship
Company	Phone ()
Address	
Full Name	Relationship
Company	Phone ()
Address	

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: QoE Consulting, PLC
2. Address of Contractor: 4100 Capital City Blvd., 2nd Fl
Lansing, MI 48906

3. Name of Predecessor Entities (if any): None

4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in 2010 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Michael L. Borta (Printed Name) Manager (Title)

Michael L. Borta (Signature) 12-6-13 (Date)

Subscribed and sworn to before me
this 6th day of December, 2013
Kathryn Lynn Phillips
Notary Public, Ingham County, Michigan
My Commission expires: 11/25, 2016

KATHRYN LYNN PHILLIPS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 25, 2016
Acting in the County of INGHAM

KATHRYN LYNN PHILLIPS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires November 25, 2016
Acting in the County of INGHAM



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 628 • 1160

Date: September 16, 2014
To: Pamela McGinister
From: Zenola Holland
Purchasing Division
RE: **Contract Number #2893989 – QOE Consulting, PLC**

The Purchasing Division has received the contract indicated above. It is the department's responsibility to ensure that all documents (clearances, insurance, etc.) are provided to the Purchasing Division. However, the following documentation must be provided before this contract can be submitted to City Council:

- Signed City Council Review Checklist
- Bid Tabulations or Evaluation Score Sheet (**Must Have To Justify Competitive Bidding**)
- Revenue/Property Tax Clearance
- Income Tax Clearance
- Human Rights Affidavit
- Insurance Certificate—Needs City of Detroit added as additional insured
- Hiring Policy and Employment Application (without reference to questions regarding a felony)
- Slavery Era Affidavit
- Other—**Returned to the Department—Contract Incomplete**

IT IS THE PURCHASING DIVISION'S POLICY TO RETURN ALL CONTRACTS THAT ARE INCOMPLETE.

If you have any further questions, please do not hesitate to contact me. I can be reached at 224-9235. Thank you, in advance, for your cooperation.

cc: Boysie Jackson, Chief Procurement Officer
File

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

QOE CONSULTING, PLC

CONTRACT NO.

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Airport Department ("City"), and QOE Consulting, PLC, a Michigan Corporation, with its principal place of business located at 4100 Capital City Blvd., 2nd Floor, Lansing, Michigan 48906 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

Article 3.
Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and

Article 5.
Data To Be Furnished Contractor

5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.
Contractor Personnel and Contract Administration

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Jason Watt
Airport Department Director
11499 Conner Ave.
Detroit, Michigan 48213
Telephone: (313) 628-2146
Facsimile: (313) 372-2448

The City employee from whom payment should be requested is:

City of Detroit – Finance Department
Attn. Accounts Payable
642 Coleman A. Young Municipal Center
2 Woodward Ave.
Detroit, Michigan 48226-3462
Telephone: (313) 224-3309
Facsimile: (313) 224-1560

Article 8.

Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

Article 9.
Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

- (d) Automobile Liability Insurance \$1,000,000.00 combined single limit
(covering all owned, hired and for bodily injury and property damage
personal and property protection
insurance, including residual
liability insurance under Michigan
no fault insurance law)

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or
- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or
- (12) The Contractor admits its inability to pay its debts generally as they become due.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03.1 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.

Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

Article 16.
Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

If to the Contractor:

QOE Consulting, PLC
4100 Capital Blvd., 2nd Floor
Lansing, Michigan 48906

Attention: Mr. Michael Borta

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.

22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

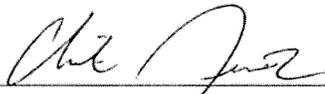
(Signatures appear on next page)

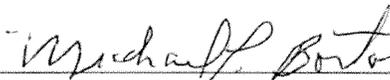
The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

QoE Consulting, PLC

1. 
Name: Clinton Nemeth

By: 
Name: Michael L. Borta

2. 
Name: Scott Smith

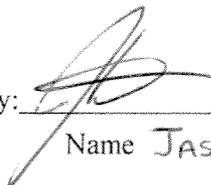
Its: Manager
Title

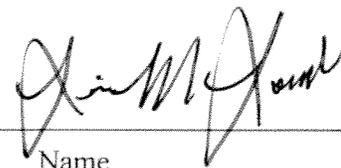
Witnesses:

City of Detroit

Airport Department:

1. 
Name

By: 
Name JASON WATT

2. 
Name

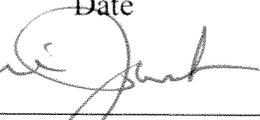
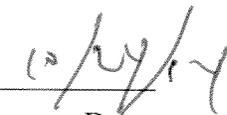
Its: Director
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

OCT 21 2014

7.5-206

APPROVED BY LAW DEPARTMENT
PURSUANT TO § ~~6-406~~ OF THE
CHARTER OF THE CITY OF DETROIT

	Date				
					
_____	_____	_____	_____	_____	_____
Purchasing Director		Date	Corporation Counsel		Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 30TH day of May, 2014, by Jason Watt, the Director, of the Airport Department, on behalf of the City.



Notary Public, County of WAYNE

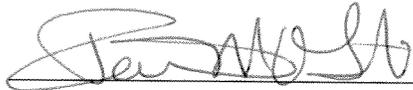
State of MICHIGAN

My commission expires: 4/7/20

PROFESSIONAL LIMITED LIABILITY COMPANY
ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 24TH day of APRIL, 2014,
by MICHAEL L. BORTA, the MANAGER, of the QoE Consulting, PLC,
on behalf of the Michigan professional limited liability company.



Notary Public, County of WAYNE

State of MICHIGAN

My commission expires: 4/7/20

EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin upon its effective date as specified in Article 4., paragraph 4.01 and shall be for a term of five (5) years after that effective date, or other termination date as may be determined by Contract Change Order. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description: QoE shall provide aviation/airport engineering, consulting, and planning services as may be defined during the term of the contract. Services may include, but not be limited to:

- Preparation of a Spill Prevention, Containment, and Countermeasure Plan
- Airport FAR Part 139 Recertification
- General ‘On Call’ Services as may be requested by Airport Management

All services will be in accordance with City of Detroit, MDOT-Office of Aeronautics, and Federal Aviation Administration requirements as may be applicable to a specific project.

Project Objective: Professional services to be provided by QoE are for the advancement, improvement, and maintenance of Coleman A. Young International Airport. QoE’s aviation related professional services are available to Airport Management on a project specific basis, as well as on an as-needed, on-call basis. Services will address long-term, project specific needs, and short-term, as-needed services.

Project Schedule:

- Preparation of SPCC plan – 90 calendar days from Notice to Proceed (NTP)
- FAR Part 139 Recertification – 180 calendar days from NTP to submit Airport Certification Manual and provide plan (actions, timeframes, and estimated costs) for Airport to achieve recertification.
- General ‘On Call’ services – timeframe to be established at time of requested services.

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Individual defined projects will have project schedule(s) developed at definition of and initiation of a defined project. Project schedules for as-needed, on-call services, because of the immediate nature of these services, will be considered to be ASAP services and will not having specific project schedules.

Project Materials: Because QoE services are 'professional services' typical in the engineering and planning environment, project materials will be standard professional services materials such as preparation of construction plans, bidding documents, and reports. All requisite materials will meet City of Detroit, MDOT-Office of Aeronautics, and Federal Aviation Administration requirements.

Project Coordination: QoE will be the Program Manager and will provide program management, planning, and engineering services for defined projects with coordination being by the QoE PM through Airport Management.

Project Location: Location of defined projects will be within the environs (either airside or landside) of Coleman A. Young International Airport.

Project Deliverables: Deliverables, typically, will consist of construction plans, engineering reports, cost estimates, planning documents and reports, and other professional service products as defined by specific projects and on-call services. Deliverables will be provided to the Airport as hard copy, electronic format, or combination of both.

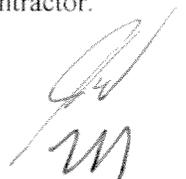
EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of ninety two thousand seven hundred ninety and 00/100 dollars (\$92,790.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

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II. Project Fees: Project fees shall be determined and presented for each specific, defined project prior to services commencing. Project fees for the following defined projects will be:

- SPCC Plan – lump sum fee of \$29,590.00
 - Billable at percent work completed
- FAR Part 139 Recertification – estimated 90 hrs. at \$180/hr. = \$16,200.00
estimated 100 hrs. at \$200/hr. = \$20,000.00
estimated Total: \$36,200.00
 - Billable at hourly rate and hours worked
- General ‘On Call’ services – estimated 150 hrs. at \$180/hr. = \$27,000.00
 - Billable at hourly rate and hours worked

For ‘billable hour’ work, qualified staff at lower billing rates may be substituted.

Direct costs invoiced as incurred at the following rates:

- Mileage: \$0.56/mile
- Copying: 8 ½” x 11” - \$0.15/sheet
11” x 17” - \$0.25/sheet
22” x 34” B/W - \$5.00/sheet
22” x 34” Color - \$10.00/sheet

Meals: per receipts + 10%

Airfare: per receipts + 10%

Other direct costs: per receipts + 10%

III. Project Billing: After a request for services is made and agreed to between the Airport and QoE, and issuance of a Notice to Proceed, billings will be submitted on a monthly basis, generally within one week of the close of the billing month.

Handwritten signature and initials in the bottom right corner of the page.

**PROFESSIONAL LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, Michael L. Borta, a Manager or Member of QoE Consulting, PLC, a professional limited liability company (the "Contractor") **DO HEREBY CERTIFY** that I am a Manager or Member of the Contractor who has the authority to act as an agent of the Contractor in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Contractor who have the authority to execute and commit the Contractor to the conditions, obligations, stipulations and undertakings contained in this Contract between the City and the Contractor:

Michael L. Borta

Gordon H. Bogner

Clinton W. Nemeth

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Contractor have been obtained with respect to the execution of said Contract.

IN WITNESS THEREOF, I have set my hand this 4th day of April, 2014.

CORPORATE SEAL
(if any)

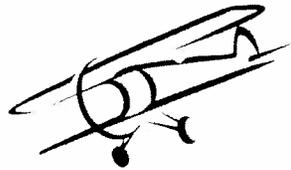


Manager or Member

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Consultant Selection Documents

1. MDOT Aeronautics – Consultant Procurement Guidelines 01/01/13
2. City of Detroit – Airport Department - Request for Qualifications 10/30/13
3. City of Detroit – Airport Department – Consultant Selection 11/25/13
4. City of Detroit - Purchasing Department - Award Letter 12/04/13



Consultant Procurement Guidelines

January 2013

1st Revision - January 2013
Original Issue - April 2008

Introduction

The Michigan Department of Transportation-Office of Aeronautics (AERO) has prepared this packet to assist Sponsors (Airport Owners) in the procurement of Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects as required under the Airport Improvement Program (AIP).

The information contained in this packet streamlines the information contained in the **Federal Aviation Administration (FAA) Advisory Circular (AC)150/5100-14D**, as amended, and in no way replaces or disregards any of the program requirements.

Use this packet in conjunction with the Advisory Circular in the selection and engagement of architectural, engineering, and planning consultant selection. The complete AC is available at www.faa.gov

Make sure to work with your AERO Project Manager (PM) during the Consultant Procurement Process. The advertisement soliciting interested consultants should be reviewed by your PM utilizing the Advertisement Review Checklist (Exhibit I) prior to publication to ensure compliance with program requirements. The selection procedures outlines in this guide are valid for projects funded with any federal and/or state grant funds. Local entities may have additional procurement requirements.

Upon selection of a consultant **DOCUMENTATION OF PROCUREMENT ACTION MUST BE SUBMITTED** to your AERO PM. Please complete the Consultant Selection Process Record (Exhibit X) and submit to your AERO PM, with the supporting documentation attachments.

Sponsors are responsible for retaining original procurement records. These records may be audited by State and/or Federal officials. Failure to provide proper documentation may result in determination of questionable costs in which the sponsor may be required to reimburse MDOT-AERO and the FAA the State and Federal share of associated project grants.

Procurement Process Schedule Continued

7. Advertise for interest and qualification (Exhibit II or III)
(committee, timeline, and evaluation/selection process should be decided prior to advertising)

Suggested advertisement locations include:

- a. MDOT-AERO website
 - b. Local Newspaper
 - c. Trade Publications
 - d. Other Websites (ex. community, county, or airport website)
8. Collect submissions from consulting firms
 - a. Review submitted qualifications
 - b. Develop short list (select three to five firms to interview)
(could use Exhibit VI to assist in evaluating/short listing firms)
 - c. Send memo to Firms Non-Selected for Interview (Exhibit VII)
 - d. Send memo to Firms Selected Interview (Exhibit VIII)
 9. Consultant Evaluation/Selection/Approval

NOTE: PROCUREMENT PROCESS MUST BE QUALITY BASED SELECTION. NO FEES ARE TO BE DISCUSSED DURING THE SELECTION PROCESS. FEE DISCUSSIONS COME AFTER FIRM IS SELECTED, DURING PROJECT CONTRACT & AMENDMENT NEGOTIATIONS (i.e. Brooks Act).

- a. Sponsor selection committee to conduct Interviews, complete evaluations, rank firms based on Statement of Qualifications/Project Proposal (w/fees omitted).
- b. Conduct Reference Check (Exhibit IX).
- c. Select Firm.
- d. Submit Selection Documentation to AERO Project Manager
Submit Consultant Selection Process Record (Exhibit X) along with documentation specified in the form. Sponsors are responsible for retaining original procurement scoring sheets/documentation until next procurement action. These records may be required for audit purposes. Please note, AERO does not write consultant selection concurrence letter.
- e. Sponsor to finalize local approval process of firm selection (i.e. Board Approval, Township Approval, etc.)
- f. Sponsor to prepare and mail Final Consultant Selection Memos Firms Selected (Exhibit XII) and Non-Selected (exhibit XI) by this procurement action.
- g. Selected firm is to prepare draft contract (see details below in Section 10), including proposed project work scope, cost estimate, and project sketch. Upon completion, Consultant will forward the draft contract to AERO and the Sponsor for a concurrent review process.
- h. AERO and Sponsor will review draft contract for acceptability. If any part of contract is found to be unacceptable, AERO will function as lead agency in a negotiation process between Sponsor and Consultant.
- i. If negotiations with the top-rated firm fail to achieve an acceptable engineering services contract, the Sponsor will request their second-rated firm to prepare and submit a draft engineering services contract for review, and the negotiation process, if necessary, will begin again. The top-rated firm will no longer be eligible for consideration at this point.
- j. Successful negotiations that result in an approved contract will generally result in the successful consulting firm being asked to submit scope/fee/sketch proposals for additional projects listed in a multi-project advertisement, as project funding becomes available.

Exhibit I
Consultant Selection - Advertisement Review Checklist
(to be completed by AERO Project Manager)

Airport: _____

Date Draft Advertisement Received: _____

Proposed Date of Advertisement: _____

Statement of Qualifications submittal details defined:

- Date
- Time
- Location
- Contact Information

Advertisement Inclusions from Section 2-6 of AC 150/5100-14D, as amended:

- Quality Based Selection reference/statement
- Multiple Grant Statement
- 5-year ACIP project list/brief project scope
- Expected Schedule Defined
- Right to initiate additional procurements and/or not require all services in this ad statement
- Projects can reasonably be expected to be initiated in 5-years
- Fees will be negotiated after selection is performed/No fees to be included in submittals

AERO Project Manager Approval:

Date Approved: _____

Dates Posted: _____

Location Posted:

- AERO Website
- Local Newspaper _____
- Local Website (address: _____)
- Other: _____

Exhibit III Sample Advertisement (single/large project)

The following single project advertisement template should be completed and submitted to AERO project manager for review and approval prior to publishing. The requirements for a single/large project procurement are not as extensive as a multi-project procurement, however there are still certain requirements, therefore the template boilerplate should not be modified. The Sponsor will need to fill in the underline/italic information. Additional information can be added if desired.

Advertisement Request For Qualifications (RFQ)

Sponsor intends to select a consultant to assist in specific project name. Interested consulting firms are requested to submit a Statement of Qualifications (SOQ) in duplicate, triplicate, etc. to name/address no later than date/time. The SOQ should demonstrate the consultants' interest in providing list services desired for the individual project such as planning, land, architectural/engineering design, environmental, and/or construction administration associated with the specific project name project.

This is a Quality Based Selection process, and services for this project will be negotiated after procurement selection occurs. 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 Sponsor 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 FAA and 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 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 Sponsor.

The project schedule is anticipated to be list anticipated timeline. The projects may be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Questions can be directed to: insert contact person information.

Exhibit V Suggested Evaluation Process/Questions

All qualifications/proposals received should be evaluated in compliance with FAA Advisory Circular 150/5100-14D, as amended, "Architectural, Engineering, Planning Consultant Services for Airport Grant Projects."

As such, the "Brooks Act" process is to be followed, and the selection of a Firm/Team is to be completed through a qualifications-based selection process.

Consultants may request, or sponsors may recommend interested consultants tour the airport site. Tours should consist of a general site overview, with emphasis on upcoming project or site concerns. Tours could be conducted one on one with each firm, in a group (possibly just prior to interviews), or in any other manner deemed appropriate.

Typical Interview Guidelines:

- Schedule all interviews on same day. This enables the committee to compare all interviewed firms while information is fresh in their minds and ensure consistent interview scoring.
- Selection of firm based on qualifications and selection criteria, NOT on fee. Consultant fees should not be discussed during the selection process.
- Are interviews being held in open or closed session? If regulations require they be conducted publicly, the firms should be notified of this.
- While it is appropriate to question firms about how they would approach the design of a project, sponsors should not ask for actual design solutions during the interview. Appropriate and responsive designs require considerably more interaction between the sponsor and engineer than is possible during the interview.
- It is not appropriate or ethical to offer or accept any gratuities, or promises of any kind, as a part of the selection process.
- Past performance is important. It is important to check references. Call and talk with previous clients.

Typical Interview Schedule

Activity	Time Frame
Set-Up	5 minutes
Airport Introduction	5 minutes
Consultant Presentation	20 minutes
Question/Answer Period	20 minutes
Wrap-Up	5 minutes
Total Interaction Time	55 minutes
Committee Evaluation *	15 minutes
Total Time Per Firm	70 minutes

* The committee/board should schedule 15 minutes between interviews for an informal discussion on information presented during the preceding interview and rank the firm.

Exhibit V - continued Suggested Evaluation Process/Questions

General Questions continued

11. Familiarity with and proximity to the geographic location of the project
12. Degree of interest shown in airport
13. Evidence of the establishment and implementation of an Affirmative Action Program

Specific Questions

14. What other projects is your firm currently working on that could take precedent and time away from our projects? Is your firm under any time constraints for this year?
15. Will one point of contact from your firm be assigned? Who will it be?
16. Is your firm experienced in specific type of project?
17. Is your firm available to meet our project timeline?

Exhibit VI - continued Suggested Selection Criteria

Airport: _____

Date: _____

Composite Interview Scoring Summary

	Firm 1 -	Firm 2 -	Firm 3 -	Firm 4 -	Firm 5 -
Interviewer 1					
Interviewer 2					
Interviewer 3					
Interviewer 4					
Interviewer 5					
Grand Total					

(Note: For use in compiling all scores of firms participating in the interview process. Enter the grand total for each firm as recorded by each interviewer on the interview score sheet.)

Exhibit VIII
MEMO - Firms SELECTED For Interview

TO: (List firms in alphabetical order)

NOTE: It is the option of the sponsor to list firms in 'group memo' such as this example or to write individual letters to each firm.

From: Sponsor
Selection Committee Individuals
Address

RE: Consultant Procurement Process
Interview Schedule and Requirements

The firms listed above have been short listed and will be interviewed for the professional design services related to (general consultant services of large/specific project name). _____

Attached to this memo are the following:

1. The Selection Criteria Sheet, which will be used by the selection committee during the interview session.
2. The Interview Evaluation Form, which the selection committee will use to compile evaluation scores.
3. Copies of _____ (pertinent reports or studies), compiled by _____, for your information and review.

Each firm will be allowed a ____ minute presentation period, followed by a _____ minute question/answer period. There will be 15 minutes between interview for the selection committee to informally discuss of information presented during the proceeding interview. At the completion of the interview, the selection committee will rank the firms in accordance with their determination of which firm is most competent and compatible to perform general consulting services. The firm deemed to be most qualified will then enter into negotiations for a contract to provide the applicable consulting services. If contract terms cannot be reached, the firm ranked second will be invited in for contract negotiations.

Interviews will be held on _____:

The location is : _____

The order and time of interview is:

Time	Firm

A tour of the site/and or facility will be arranged for _____. Please have your firm's representative make arrangements with the (name of sponsor's representative) _____ for a time on this date.

If such an opportunity is afforded, it should be clear this will be at the sole cost of the Consultant.

The successful Firm/Team shall comply with all Federal Aviation Administration and State of Michigan statues and laws.

Exhibit X Consultant Selection Process Record

The following Consultant Selection Process Record including supplemental documentation listed on sheet three **MUST BE FILLED OUT AND SUBMITTED** to the Sponsors AERO Project Manager at the completion of a procurement action.

Sponsors are responsible for retaining original procurement records.

The following Consulting Firms were requested by Sponsor to submit Proposals or additional information:

n/a

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The following Consulting Firms were selected by Sponsor for interviews (if applicable):

n/a

_____	_____
_____	_____
_____	_____

Sponsor's Ranking of Consulting Firms:

QOE Consulting _____ (Most Qualified)

C&S Companies _____

_____ (Least Qualified)

Firms were ranked based on: (please check all that apply)

- Face-to-Face Interviews
- Telephone Interviews
- Information included in Proposals
- Information included in Statements of Qualification
- Other _____ (describe)

Exhibit XI
Final Selection Memo
Firm NON-SELECTED from Procurement Action

TO: (Firms interviewed, but NOT-SELECTED. List firms in alphabetical order)

From: Sponsor
Selection Committee Individuals
Address

RE: Status of Selection Process
Consultant Procurement - General Consulting Services

The _____ has completed the selection process for professional consulting services for the above referenced airport. It has been our objective to select the most qualified firm to perform said services. The results of the selection committee decision ranks the firms interviewed in the following order:

Firm #1 -

Firm #2 -

Firm #3 -

We have entered into contract discussion and negotiations with _____. On behalf of _____, the selection committee expressed their appreciation for your time, effort, and interest in our facility.

**CITY OF DETROIT
COLEMAN A. YOUNG INTERNATIONAL AIRPORT
AIRPORT PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS**

The City of Detroit intends to select a consultant to assist in airport development projects. Interested consulting firms are requested to submit five (5) copies of a Statement of Qualifications (SOQ) no later than October 30, 2013, 4:00 P.M. to:

Mr. Jason Watt, General Manager
Coleman A. Young International Airport
11499 Conner Ave.
Detroit, MI 48213

The SOQ, not exceeding 30 pages in length (not counting transmittal letter and resumes), should demonstrate the consultant's interest in providing program management, airport planning, architectural/engineering design, and construction administration services focused on the Coleman A. Young International Airport (DET) current Airport Capital Improvement Program (ACIP). Services will include general consulting and advisement on airport development issues including assistance in the following projects which may reasonably be expected to be initiated within five (5) years:

- Runways / Paving
 - Rehabilitate Runway 15/33 and Associated Taxiway Connector Pavements
 - Install EMAS System for Runway 15/33 Runway Safety Areas (RSAs)
 - Rehabilitate Runway 7/25, Taxiway Connector Pavements, and Upgrade RSAs

- Electrical
 - Install Standby Emergency Generator for Airfield Lighting

- Building Demolition / Renovation / Construction
 - Demolish Various On-Airport Structures, T-Hangars, Electrical Vaults, etc.
 - Renovate / Upgrade Main Passenger Terminal and Executive Terminal Buildings
 - Construct New T-Hangars, including Site Preparation, Drainage, and Paving

- Security / Signage
 - Install Distance Remaining Signs on Runway 15/33
 - Improve Airport and Security Signage
 - Perform Airport-Wide Security Updates

- Planning
 - Conduct Airport Master Plan Study
 - Update Airport Layout Plan
 - Update Runway Safety Area Study (Runways 15/33 and 7/25)
 - Update Wildlife Hazard Assessment
 - Update Airport Rules, Regulations, and Minimum Standards

- Land
 - Land Acquisition Associated with FAR Part 77 Surface Clearance
 - French Road Closure, Infrastructure Removal, and Associated Fencing

**CITY OF DETROIT
COLEMAN A. YOUNG INTERNATIONAL AIRPORT**

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/or 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 Sponsor 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 FAA and 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 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 Sponsor.

Projects are anticipated to be initiated between 2013-2018 (5 year period). Projects are expected to be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Questions can be directed to Mr. Jason Watt, General Manager, at the above address.

Additional consideration will be given to Michigan headquartered consulting firms. There may be MDOT recommended DBE goals for each individual contract.

Interested consultants should submit five (5) copies of their Statements of Qualifications in a sealed package labeled **AIRPORT CONSULTING SERVICES** no later than 4:00 P.M., October 30, 2013 to:

Mr. Jason Watt, General Manager
Coleman A. Young International Airport
11499 Conner Ave.
Detroit, MI 48213

The City of Detroit reserves the right to reject any or all proposals, to waive any irregularities, to resolicit proposals or to select the proposal deemed to be in the best interests of the City.

November 25, 2013

TO: Michael Borta, P.E.
QOE Consulting
4100 Capital City Blvd., Floor 2
Lansing, Michigan 48906

FROM: City of Detroit – Airport Department
Selection Committee

Donald Bryant, Purchasing Manager I
Yolanda Gaines, Purchasing Agent
Jason Watt, Airport General Manager
Greg Williams, Airport Operations Manager
Pamela McGinister, Airport Manager I

11499 Conner Avenue
Detroit, Michigan 48213

RE: **Status of Selection Process**
Consultant Procurement – General Consulting Services

The City of Detroit – Airport Department has completed their selection process for professional consulting services for the Coleman A. Young airport. On behalf of the selection committee, I would like to congratulate your firm on being selected as our consultant to perform the engineering services for our upcoming projects.

The next step is to prepare a draft engineering services contract, including a detailed project work scope and cost estimate. I will be in touch with you in the near future in order to discuss the project scoping and contracting procedures.

Should you have any questions at this time, Jason Watt can be reached at (313) 643-6569.



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4800
FAX 313 • 628 • 1160

December 4, 2013

RE: AIRPORT CONSULTING SERVICES

To All Proposers:

This will acknowledge and thank you for your proposal on the above. A study of the proposals warrants an award as follows:

TO: QOE Consulting of Lansing, MI

This preliminary notice does not constitute authority to proceed. Work must not be started until a contract with written authorization or purchase order is in your possession. Please be advised that the city of Detroit will not be held responsible for goods and/or services received before City Council and/or Emergency Manager approval.

If additional information is desired, please contact me via email, gainesy@detroitmi.gov or 313-224-4612.

Sincerely,

Yolanda Gaines
Purchases Agent