



**REQUEST FOR QUALIFICATIONS
NON-AERONAUTICAL TERMINAL PROPERTY
AT DETROIT METROPOLITAN AIRPORT
SOLICITATION NO. 25-04880**

Action	Date	Time
Issue Date	9/24/25	
Pre-Response Question Deadline (purchasing.questions@wcaa.us) Reference RFQ #25-04880 in all emails	10/6/25	2:00 PM
Response Deadline	10/22/25	2:00 PM

Response Submittal Location: www.bidnetdirect.com/mitn/wayne-county-airport-authority
Registration and Submittal technical assistance: 1-800-835-4603
Monday – Friday, 8:00 am – 7:30 pm (Eastern Time)
Free and paid subscription registration options available

Procurement Contact: Darwin Hadley, Assistant Deputy Director
Phone: (734) 247-7900, Fax: (734) 955-5648
purchasing.questions@wcaa.us

All questions regarding this RFQ must be submitted to the Procurement Contact at the above number and email address. Contact concerning this RFQ with any other employee, officer or Board Member of the Airport Authority is not permitted during the solicitation process.

DESCRIPTION: Qualifications are being solicited to conduct the necessary research and due diligence to develop a concept and implementation strategy for a portion of real property for non-aeronautical related use(s). Further, the successful Respondent(s) will present the development concept and proposed transaction terms to the Airport Authority staff within a specific period of time.

It is the Respondents responsibility obtain and view all solicitation documents and addenda issued by the Wayne County Airport Authority Airport Authority for this RFQ.

This RFQ, all attachments and addenda are available via the Michigan Intergovernmental Trade Network (MITN) website at <https://www.bidnetdirect.com/mitn/wayne-county-airport-authority>, which is also where all Responses must be uploaded and submitted through. Free and paid subscription registration options available. The documents may also be accessed via the Wayne County Airport Authority website at: http://apps.metroairport.com/dtw_procurements_app/solicitations.aspx?mode=open, and then clicking on the desired solicitation name.

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SECTION 1 – GLOSSARY OF TERMS

To the extent included in this solicitation document the following are defined as:

- 1) **Airports:** Detroit Metropolitan Wayne County Airport and Willow Run Airport.
- 2) **Air Trade Area (ATA):** Michigan counties of Genesee, Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne.
- 3) **Board:** the governing body of the Airport Authority.
- 4) **Broker:** a firm does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.
- 5) **Business:** an individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
- 6) **Certified Small Business Enterprise (SBE):** Business certified by the Wayne County Airport Authority as being headquartered within the ATA, and not exceeding the Small Business Administration (SBA) Size Standards.
- 7) **Contractor:** the successful awarded Respondent of a solicitation, who is legally bound to the contract.
- 8) **Currency:** All monetary references are in U.S. Dollars.
- 9) **Detroit Metropolitan Wayne County Airport or DTW:** Detroit Metro Airport
- 10) **Form of Agreement or FOA:** the contract document for the solicitation.
- 11) **Freedom of Information Act (FOIA):** regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
- 12) **Holiday:** the legal holidays observed by the Airport Authority. (New Year's Day, Martin Luther King Jr. Birthday, Friday before Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve)
- 13) **Insurance:** all projects require insurance naming the Wayne County Airport Authority and the Charter County of Wayne as additional insured.
- 14) **Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.
- 15) **Key Personnel:** is defined as an employee of the Respondent. Any individual identified as Key Personnel for purposes of meeting the Minimum Qualifications shall be assigned to the project arising out of this RFQ.
- 16) **LEED:** Leadership in Energy and Environmental Design
- 17) **Managed:** For the purpose of this solicitation, Managed shall be defined as being in full responsible charge of, and administering all facets of, a project.
- 18) **Metro Airport or DTW:** Detroit Metropolitan Wayne County Airport.
- 19) **Nonresponsible Response:** a Response submitted in reply to an RFQ issued by the Airport Authority, where the Respondent does not meet all required minimum qualifications or SBE goal requirements, if required, or is not in compliance with the Airport Authority's requirements concerning ethics, debarment and/or arrearage.
- 20) **Nonresponsive Response:** a Response submitted in reply to an RFQ issued by the Airport Authority, which does not conform to all material requirements of the RFQ.
- 21) **Notice of Award:** written notification from the Airport Authority to the successful Respondent that they have been awarded the contract.

- 22) **Notice to Proceed:** written authorization from the Airport Authority to the successful Respondent to proceed with the work defined in the contract.
- 23) **Partnership:** an agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.
- 24) **Procurement and Contracting Ordinance (Purchasing Ordinance):** the common name of the Wayne County Airport Authority Procurement and Contracting Ordinance, which is the policy governing procurement and contracting at the Wayne County Airport Authority.
- 25) **Response Guarantee:** means security provided by a Respondent to the Airport Authority with a Response to guarantee that the Respondent will enter into a contract with the Airport Authority within the time specified in the RFQ, based upon the substantive terms and conditions contained in the form of contract included in the RFQ.
- 26) **Reciprocity:** an expedited application process available to firms headquartered within the Air Trade Area that are already certified as a small business with the Small Business Administration or maintains small business certification with any Public Agency located in the Air Trade Area (at the discretion of the Procurement Administrator).
- 27) **Respondent:** a Business that submits a Response or Quote, as applicable, to the Airport Authority.
- 28) **Responsible Respondent:** a Respondent who is qualified in all respects to fully perform the required services or to provide the required goods, and who possesses the integrity, experience and reliability necessary for good faith performance. A responsible Respondent meets the minimum qualification requirements and conforms to the Airport Authority's requirements concerning ethics, debarment, arrearage, and where applicable, SBE participation goal.
- 29) **Responsive Response:** a Response timely submitted by a Respondent in reply to, and in conformity with all material requirements of a Request for Responses issued by the Airport Authority.
- 30) **Small Business Enterprise (SBE) Program** - Program created by Wayne County Airport Authority to increase opportunities for qualified small businesses to participate on Airport Authority contracts that are not federally funded.
- 31) **Subcontractor:** Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.
- 32) **Team Member:** an entity identified in the Bidder's response to this RFB that will be assigned to the project outlined in this RFB if the Bidder is awarded the contract for construction. A Team Member may be the Bidder's business (as identified on the Business Information Questionnaire included in the RFB), or a Subcontractor, or if the Bidder is a partnership or joint venture, an entity that is part of the partnership or joint venture.
- 33) **Willow Run or YIP:** Willow Run Airport

SECTION 2 –INSTRUCTIONS & SPECIAL REQUIREMENTS

- 1) **SOLICITATION INFORMATION AND QUESTIONS:** Respondents are advised to review this document in its entirety and to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the Airport Authority. **THE AIRPORT AUTHORITY IS NOT RESPONSIBLE FOR ANY VERBAL INSTRUCTIONS.** If a Respondent finds a discrepancy, error, or omission in the RFQ document, the Respondent is requested to promptly notify the Procurement Contact noted on the Cover Page of this RFQ, so that written clarification may be sent to all prospective Respondents. All questions must be submitted in writing by the pre-response question deadline. **No contact with other Airport Authority employees, officers or Board members regarding this document is permitted throughout the solicitation process.**
- 2) **RFQ MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this solicitation at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain from MITN any issued Addenda and to acknowledge the Addenda on the Response Form. If any changes are made to this solicitation document by any party other than the Airport Authority, the original document in the Airport Authority's files takes precedence.
- 3) **RESPONSE DEADLINE / LATE SUBMISSIONS:** The Response is due not later than the date and time listed on the Cover Page of this solicitation. ***The MITN system does not accept late responses and will cut you off at the exact deadline date and time, so allow yourself plenty of time when uploading and submitting your Response.*** The Response is due not later than the date and time listed on the Cover Page of this solicitation. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation prior to the deadline date indicated on the Cover Page of this solicitation.
- 4) **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:** The Airport Authority encourages participation from small businesses headquartered in the ATA on all non-federally funded contracts. SBE participation can be achieved by a combination of any SBE prime contractor, subcontractors and/or suppliers. While not required in this contract, SBE participation may be committed to voluntarily. Responses including voluntary participation of **30% or more** may be eligible to receive SBE Equalization Credits during the evaluation process. Details about the Airport Authority's SBE Program may be found in **Attachment S**. For more information regarding the SBE program, please contact the Business Development Unit at business.development@wcaa.us or (734) 955-5785. All other questions related to this particular solicitation must be sent to Purchasing.Questions@wcaa.us.
- 5) **ELECTRONIC RESPONSE SUBMISSION:** Failure to submit a timely Response including: 1) a signature binding the offer, if required, may result in your Response being deemed nonresponsive.
 - a) The Respondent is also to submit the following required information:
 - i) Electronic copy of the complete Response must be uploaded and submitted via the MITN website via <https://www.bidnetdirect.com/mitn/wayne-county-airport-authority>. The electronic file(s) submitted will be considered the original Response.
 - ii) Verification of Minimum Qualifications Form (or provide the required information to show the Respondent meets each of the Minimum Qualifications as listed in this solicitation document).
 - iii) Business Information Questionnaire
 - (1) Certification concerning Iran: The Respondent certified that its business neither (a) engages in investment activities in the energy sector of Iran, including the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, nor (b) extends credit to

another person or entity, if that person or entity will use the credit to engage in investment activities in the energy sector of Iran.

iv) Subcontractor Form

(1) The Respondent must include information about each subcontractor that will be utilized in the contract. Subcontractors cannot be added or replaced after submittal of the Response without the prior written approval of the Airport Authority.

v) Respondent must be in Good Standing with the State in which their business is domiciled. The Respondent must certify on its Business Information Questionnaire that it is in Good Standing or not required to obtain such a certificate or otherwise register with that state. If the Respondent is domiciled outside of Michigan, the Respondent will also be required to be in Good Standing with the State of Michigan or certify on its Business Information Questionnaire that it is not required to obtain such standing or otherwise register with the State of Michigan. How to obtain information regarding obtaining a Certificate of Good Standing from the State of Michigan may be found at:

<https://cofs.lara.state.mi.us/corpweb/HelpPages/OrderSystemInfo.aspx>

b) Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Qualifications (RFQ), and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

c) All documentation submitted with the Response will become the property of the Airport Authority.

d) All costs incurred in the preparation and presentation of the Response are the Respondent's sole responsibility; no pre-response costs will be reimbursed to any Respondent.

e) Responses must be held firm for a minimum of 180 days from the Response Deadline date of the RFQ.

f) The Airport Authority has the right to request samples from Responsive and Responsible Respondent(s). The requested samples must be provided within two (2) business days of the request by the Airport Authority, or the Response will be considered nonresponsive.

6) **NO RFQ RESPONSE ("No-Bid" Response):** Respondents who receive this RFQ but do not submit a Response are asked to submit a notice stating the reason(s) for not responding.

7) **WITHDRAWAL:** Responses may be withdrawn or revised via the MITN portal up to the deadline date and time. No Response may be withdrawn after the deadline for submission.

8) **REJECTION OF RESPONSES:** Responses will be rejected for the following reasons:

a) Respondent's failure to submit all required information of RFQ.

b) Respondent's failure to meet minimum qualifications of RFQ.

c) Respondent is in arrears or in default to the Airport Authority on any contract, debt, or other obligation.

d) Respondent is debarred by the Airport Authority or federal government (for federally funded contracts) from consideration for a contract award.

e) Respondent has committed a violation of the Airport Authority's Ethics Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

f) Respondent has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.

- g) In the event a Respondent, including its subsidiaries, affiliated companies and franchises, submits more than one (1) Response, the Airport Authority, at its sole option, will have the right to determine which Response will be considered, or reject all such multiple Responses.
- 9) **CANCELLATION OF RFQ** The Airport Authority reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received if it is determined by the Chief Executive Officer (CEO) or his designee that the best interest of the Airport Authority will be served by so doing. If the solicitation is cancelled or all Responses are rejected by the Airport Authority, a notice will be posted on MITN.
- 10) **PROCUREMENT POLICY:** Procurement for the Airport Authority will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Airport Authority. The Chief Executive Officer has the vested authority to execute a contract, subject to Board approval where required.
- 11) **ELECTRONIC RESPONSE SIGNATURES:** Responses must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Airport Authority if the Respondent is determined to be the lowest Responsive and Responsible Respondent. Properly authenticated electronic signatures are acceptable and shall be treated the same as if the signee had put pen to paper
- 12) **CONTRACT AWARD AND CONTRACT EXECUTION:** The Airport Authority reserves the right to award by item, group of items, or total proposed items, and to award more than one contract at its sole discretion, to the most qualified Responsive and Responsible Respondent(s). The Airport Authority may, at its sole discretion, elect to award one, more than one or all packages or groups.

All contract award recommendations must be approved by either the Airport Authority's CEO or Board.

The Respondent(s) to whom the award is being recommended will be notified and provided the Airport Authority's contract for execution at the earliest possible date. If for any reason, the awarded Respondent(s) does not execute a contract within the time specified by the Airport Authority, then the Airport Authority may recommend award to the next most Responsive and Responsible Respondent. A final Notice of Award, and if required, a Notice to Proceed, will be issued after completion of a fully executed contract.

If a Respondent requires an agreement beyond any agreement (e.g. Form of Agreement) required by the Airport Authority, or required as a part of this solicitation by the Airport Authority, the Airport Authority reserves the right to reject execution of any additional agreements required by the Respondent. In instances where the Airport Authority rejects execution of additional agreements that are required by the Respondent, the Airport Authority reserves the right to deem the Response as Nonresponsive, and to recommend award to the next most Responsive and Responsible Respondent.

- 13) **NO RFQ RESPONSE:** Respondents who receive this RFQ but who do not submit a Response are asked to email to purchasing.questions@wcaa.us stating the reason(s) for not responding.
- 14) **FREEDOM OF INFORMATION ACT ("FOIA") REQUIREMENTS:** Responses are subject to public disclosure after the Response Deadline in accordance with state law. For additional information, contact the Airport Authority's FOIA Coordinator at FOIA@wcaa.us
- 15) **PROTESTS:** A protest must be filed in writing and within the timeframes outlined in Section 9 of the Airport Authority Procurement and Contracting Ordinance. A copy of the Procurement Ordinance is available from Procurement Department at the Airport Authority, and accessed at:

<https://www.metroairport.com/business/about-wcaa/important-documents>

- 16) **SECURITY BADGES:** Security Badges may be required. Security Badge requirements will be provided to the successful respondent during negotiations. Information regarding the requirements, process and fees for obtaining a badge is available via: <https://www.metroairport.com/business/dtw-airport-id-badges>
- 17) **AIRPORT AUTHORITY ETHICS ORDINANCE:** To report an ethics violation or for more information, go to www.wcaa.ethicspoint.com or call 1-888-447-8643. To view or download the WCAA Ethics Ordinance, access the following link:
<https://secure.ethicspoint.com/domain/media/en/gui/35303/ethics.pdf>
- 18) **PROOF OF INSURANCE REQUIREMENTS:** The successful Respondent must submit proof that they meet all Airport Authority insurance requirements prior to receiving an executed contract and purchase order.
- 19) **TITLE VI:** The Wayne County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 20) **BROKER:** The Airport Authority will not accept any Proposals from a broker. Any Proposer that is determined to be a broker will be deemed nonresponsive.

SECTION 3 – MINIMUM QUALIFICATIONS

- 1) **MINIMUM QUALIFICATIONS:** Respondents (specifically, the Business that will be contractually bound under the contract with the Airport Authority) will be deemed nonresponsible and rejected without any further evaluation if they as a Business, do not meet the following qualifications:
 - a) The Respondent must be a corporation, or a Limited Liability Company, or a sole proprietorship authorized to transact business in the United States of America; and
 - b) The Respondent must have Key Personnel³ who is assigned to the contract resulting from this RFQ who, during the last fifteen (15) years, completed in the United States of America at least three (3) separate real estate development projects in the commercial, office, or other non-residential asset classes with a combined Minimum Value² of \$50,000,000 for the three (3) projects listed; and
 - c) The Respondent must have Key Personnel³ who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, obtained final governmental approval of at least one (1) real estate development project constructed in the United States of America with a Minimum Value² of \$10,000,000; and
 - d) The Respondent must have Key Personnel³ who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, managed at least one (1) real estate development project constructed in the United States of America with a Minimum Value² of \$10,000,000; and
 - e) The Respondent must have Key Personnel³ who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, secured financing of at least one (1) real estate development project constructed in the United States of America with a Minimum Value² of \$10,000,000; and
 - f) The Respondent must have Key Personnel³ who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, secured tenants of at least one (1) newly constructed real estate development project constructed in the United States of America with a Minimum Value² of \$5,000,000.
 - g) The Respondent must have Key Personnel³ or Team Member who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, has designed at least one (1) construction project at a Public-Use Airport⁵ who will be responsible for development of technical design considerations of the Conceptual Development Plan.

SECTION 4 – PROJECT OVERVIEW & SCOPE OF WORK/SPECIFICATIONS

1. **INTRODUCTION:** Through this Request for Qualifications, the Wayne County Airport Authority (“Airport Authority”) invites Businesses¹ that meet the qualifications set forth herein to submit a Response. The Airport Authority intends to select at least one Respondent who will execute a Letter of Intent with the Airport Authority, in the form attached as Attachment A - Letter of Intent. The Letter of Intent will provide the successful Respondent(s) with an opportunity to conduct the necessary research and due diligence to develop a concept and implementation strategy for a portion of real property for non-aeronautical related use(s). Further, the successful Respondent(s) will present the development concept and proposed transaction terms to the Airport Authority staff within a specific period of time.
2. **BACKGROUND OF WAYNE COUNTY AIRPORT AUTHORITY:** In August 2002, the Public Airport Authority Act, MCL 259.108-259.125 (“Act 90”) transferred the operational jurisdiction of the airport from the County of Wayne, Michigan to the Wayne County Airport Authority (“Airport Authority”). The Airport Authority became responsible for the management and operation of the Detroit Metropolitan Wayne County Airport (“DTW”) and Willow Run Airport (“YIP”), including the power to plan, promote, extend, maintain, acquire, purchase, construct, improve, repair, enlarge and operate both airports. The Airport Authority oversees the operation at DTW and YIP Airports including all landside facilities. As one of the largest domestic and international airports in the United States, DTW has a major role in the future of southeast Michigan and the national airport system. YIP serves as a reliever airport, primarily serving cargo and general aviation activity.
3. **PROJECT BACKGROUND:** Located only twenty miles from downtown Detroit, Detroit Metropolitan Wayne County Airport (“DTW” or “the Airport”) is one of the 20 busiest airports in the nation, averaging 28.7 million passengers over the last three years. The Airport is served by many of the major national and regional passenger airlines through four terminal concourses totaling 134 gates and has the AAA Four-Diamond Rated Westin Hotel attached to the McNamara Terminal. DTW earned Airports Council International’s 2020 Airport Service Quality Award for Best Airport by Size and Region (25 to 40 million passengers per year in North America) and the highest score among mega airports in the J.D. Power 2019 North America Airport Satisfaction Study. The Airport occupies approximately 6,800 acres, or about 10.5 square miles, and employs nearly 15,000 people.

The Airport Authority is continually identifying and prioritizing opportunities for development of underutilized property managed by the Airport Authority. One such opportunity is approximately 50,000 square feet of property attached to the Evans Terminal (Development Area) at DTW. The Airport Authority is seeking qualified developers to improve the Development Area as further described below.

The Development Area location has great potential to serve airport passengers, visitors, and employees, as well as the region’s residents and businesses. The Evans Terminal airlines include Alaska, Air Canada, American, Frontier, Icelandair, Jet Blue, Lufthansa, Royal Jordanian, Sun County, Turkish, Southwest, Spirit, and United, who offer direct flights to both domestic and international destinations to hundreds of cities worldwide. The Evans Terminal is located at the north entrance to DTW, which includes proximity to all seven of the Airport’s nationally recognized rental car brands, related roadways, and access to the I-94 freeway.

4. **DESCRIPTION THE DEVELOPMENT AREA:** The following is a brief description of the property.

Footprint Description: The potential Development Area is rectangular in shape, approximately 220 feet by 230 feet, and generally bounded by: WCAA owned Building 601 (Evans Terminal). Attachment B – Site Diagram depicts the approximate limits of the Development Area. It is anticipated that final limits of lease area will be negotiated after approval of Respondent’s Conceptual Development Plan.

Zoning Description: The Development Area is within airport property zoned AP - Airport under the jurisdiction of the City of Romulus. Compliance with the City of Romulus Zoning Ordinance will be

required for the Respondent's Conceptual Development Plan. In addition, the development must comply with the Joint Airport Zoning Ordinance.

Utilities Description: Heating and Cooling - chilled water line is in the space. Adequate Air is in the space (modifications to add VAV's need to be considered). Power - needs to be brought into space (location is less than 500'). Natural Gas – additional researched is needed (there is a gas line across the hall in the concession space. Consideration for these utilities should be included the Respondent's Conceptual Development Plan.

General Considerations: The Development Area contains portions of the Evans Terminal, and the Respondents Conceptual Development Plan is required to include compliance with all applicable local, state, and federal requirements related to construction and operations at a public use airport. All costs associated with design, financing and construction will be the responsibility of the Respondent. Future maintenance and up-keep will become the responsibility of WCAA.

A WCAA Construction and Alterations Permit will be required for any/all improvements to the Development Area. For more information on WCAA design standards and permit processes, please visit: <https://www.metroairport.com/business/development/tenant-permits-guides>

Airspace Considerations: Height of structures within the Development Area are governed by Federal Regulation 49 CFR Part 77. While portions of the Development Area will not be within the approach surface of any runways or taxiways, consideration for any height restrictions should be clearly identified and included in the Respondent's Conceptual Development Plan.

Prior Uses/Structures Description: A portion of the development area includes previous use as office and storage space. Any removal of concrete and abandoned infrastructure will be the responsibility of the potential developer and should be considered in the Respondent's Conceptual Development Plan. Respondents should note the sensitive nature of the Development Area as it is located immediately adjacent to the Evans Terminal and directly above the Federal Inspection Services (FIS) for the terminal.

Storm Water Management Description: Presently, surface water is collected and discharges to the WCAA storm water management ponds. This area of the airport includes relatively new infrastructure at the airport (circa 2008) as part of the Evans Terminal development. As such, the capacity and condition of the storm water collection and conveyance system in this area will likely not require additional improvements and upgrades to accommodate an increase in impervious area to meet Wayne County's Stormwater Ordinance. However, if some form of stormwater detention, control systems for discharge rate, or removal of suspended solids is required for the Development Area, all necessary stormwater infrastructure system improvements will be the responsibility of the potential developer and should be considered in the Respondent's Conceptual Development Plan.

Environmental Considerations: The Development area has been home to both previously removed airport terminal buildings, which may have included several heavy industrial uses dating back to at least the early 1940's, as well as the Evans Terminal, which opened in 2008. These uses include aircraft operation and maintenance, and vehicle maintenance and fueling, including underground and above ground storage tanks. While there are no active remediations or current high-risk operations, bidders should be aware that there is a possibility that historical contamination exists. Potential historical contamination at this location may also include Per- and poly-fluoro alkyl substances (a.k.a. PFAS). A Baseline Environmental Assessment (BEA) will be required to be performed by the developer as part of the lease agreement process.

It is anticipated that any potential development will require review and approval by the Federal Aviation Administration (FAA) for compliance with the National Environmental Policy Act (NEPA). WCAA will provide guidance and information necessary for completion of required NEPA documents, however it will be the responsibility of the potential developer to conduct any site surveys, analyses and supporting documentation development necessary for WCAA to submit to the FAA for approval.

5. SCOPE OF WORK: The successful Respondent(s), at no cost or expense to the Airport Authority, will be responsible for developing a conceptual development plan (CDP) for the Development Area during the one hundred twenty (120) days^[1] following the execution of the Letter of Intent. The CDP is expected to include, at a minimum, the following:

- (1) Preliminary design plan(s) showing all major elements of the development options
- (2) Presentation drawings or renderings;
- (3) Proof of the ability to obtain studies and analyses necessary for approval of the project by Authorities Having Jurisdiction (AHJ) including but not limited to:
 - (a) Traffic Impact Analysis
 - (b) Endangered species survey
 - (c) Wetland survey
 - (d) Wayne County Soil Erosion and Sedimentation Control
 - (e) Wayne County Stormwater Control Ordinance
 - (f) Notice of Proposed Construction or Alteration – Federal Aviation Administration (FAA) 7460 Form. The Airport Authority will obtain approval based on the Construction Safety and Phasing Plan; Attachment C - Construction Documents (Drawings and Specifications). The Contractor is responsible for obtaining FAA approval (FAA 7460) if operations are not in compliance with said plan.
 - (g) National Pollution Discharge Elimination System Permit (NPDES)
 - (h) City of Romulus Permits – Contractor will be required to apply for and obtain all permits and approvals required through the City of Romulus including, but not limited to, the Planning Commission, building permit for the new development, traffic studies, and permit(s) for construction trailer(s). The successful Respondent will be responsible for obtaining a permit and paying for all associated construction permit fees, inspection fees, bonds, and insurances required by the governmental agency.
 - (i) Michigan Department of Environmental Quality Permit for Water Supply Systems – WCAA will obtain the water supply permit prior to construction.
 - (j) Any other applicable permits required by federal, state and local laws and regulations.
- (4) A brief written report exploring the potential development options for the Development Area, considering all of the following:
 - (a) The Development viability in the current marketplace;
 - (b) Potential commercial use for the Development;
 - (c) The availability and anticipated cost of capital for the Development;
 - (d) Any and all federal rules, regulations, conditions and obligations related to airports and aviation;
 - (e) Written approval of the County of Wayne Roads Division (as required);
 - (f) Written approval of the City of Romulus Planning Commission (as required); and
 - (g) Any other pertinent fact or major consideration deemed relevant by the Respondent and deemed material to the Lease and Development Areas.

Simultaneously with the submission of the CDP, the Respondent(s) shall submit proposed transaction terms to the Airport Authority. The proposed transaction terms shall include a term sheet that generally

^[1] The 120 days may be extended for two periods of 30 days, thereby establishing the maximum term of up to 180 days.

discusses all material aspects of the proposed transaction whereby the Respondent(s) leases the land, and plans, finances and constructs the Developments.

On a monthly basis, the Respondent shall meet and confer with Airport Authority staff to discuss the development of the CDP.

The Respondent(s) agrees it will present the CDP and proposed transaction terms to the Wayne County Airport Authority Chief Executive Officer ("CEO") for review and approval. If approved by the Board, the Parties will negotiate a development agreement. Any and all subsequent written agreements between the Respondent and the Airport Authority shall be subject to approval in accordance with the Airport Authority's Procurement Ordinance.

The Respondent(s) shall not be paid for, nor receive any compensation of any type, for the development of the CDP and the completion of any of the services required by the LOI. Further, all documents of any type prepared as required by this LOI, including but not limited to the CDP, drawings and renderings, shall become the sole and exclusive property of the Airport Authority and without any reservation of intellectual property rights on behalf of the Respondent. The Respondent grants the Airport Authority a duty free, irrevocable, fully-paid license to use any documents and data (digital or otherwise) prepared as required by this LOI. The Airport Authority may use the Respondent's documents in any manner the Airport Authority deems fit.

SECTION 5 – EVALUATION PROCESS AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION CRITERIA:** All responses timely received will be evaluated by an Evaluation Committee comprised, at a minimum, of Airport Authority representatives from three different operating divisions/departments. All responses will first be evaluated for responsiveness, then responsibility. All responsive and responsible responses will be evaluated on the following criteria, which are listed in descending order of importance:

- a) Experience and Qualifications
- b) Technical Proposal, including Design and Construction Expertise

In addition, the Evaluation Committee also may consider the past performance of the Respondent on other contracts with the Airport Authority or other entities. The Airport Authority reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

- 2) **SHORTLISTING:** The Airport Authority may shortlist the Respondents based upon responses to the above items. The Airport Authority will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the Evaluation Committee and to clarify their responses through exhibition and discussion. The Airport Authority will not reimburse oral presentation or any other costs of any Respondent.

3) **GENERAL SUBMITTAL REQUIREMENTS:**

- a) **ELECTRONIC MEDIA FILE(S),** which will be considered an original Response. These files must be word-searchable portable document format (PDF) that permits the materials to be saved, viewed, printed and retransmitted by electronic means. Each of the tabbed sections shall be bookmarked in the PDF file.
- b) **RESPONSE FORMAT AND CONTENT:** Each response should be prepared simply and economically. Responses shall be in the same order as listed in this Section and “**tabbed**” (bookmarked) as follows to ensure the Evaluation Committee is able to easily locate the information requested in this solicitation.

TAB 1 – INTRODUCTION. Under Tab 1, include the following:

- (1) **Table of Contents:** Provide a detailed table of contents listing major sections and subsections that correspond to the requirements of the Request for Qualifications. The Table of Contents must list the page number for the beginning of each section.
- (2) **General Information:** Provide an introduction of the Respondent including a brief history/overview of the Respondent including operation, size, history, locations, officers, and type of corporate structure. Include any relevant related entities and/or branding affiliations.
- (3) **Organization Chart:** Provide an organizational chart illustrating the Respondent's Key Personnel.
- (4) **Actual or Potential Conflicts of Interest:** Provide information of whether the Respondent poses a conflict of interest with the Airport Authority. The Respondent should also describe the system in place for identifying potential conflicts. The Respondent must immediately advise the Airport Authority in writing of any real or possible conflicts that arise after the submission of its qualifications statement.

TAB 2 - FORMS: Under Tab 2, include the following forms:

- (1) A signature binding the offer (i.e. Response Form). Note: The Respondent must include a signature binding the offer with the Response, or the Response will be deemed nonresponsive and rejected without any further evaluation.
- (2) Verification of Minimum Qualifications Form
- (3) Business Information Questionnaire (Certification section must also be signed)
Note: The Respondent must certify that it neither (a) engages in investment activities in the energy sector of Iran, including the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, nor (b) extends credit to another person or entity, if that person or entity will use the credit to engage in investment activities in the energy sector of Iran.

TAB 3 - EXPERIENCE AND QUALIFICATIONS OF RESPONDENT: Provide a succinct narrative specifically answering the following:

- (1) Describe the current operations and locations of the Respondent.
- (2) Demonstrate the ability to:
 - A. Create a signature development plan, via prior project examples, that will enhance the airport.
 - B. Ensure a project will be economically sustainable.
 - C. Create innovative ideas to generate revenue to the Wayne County Airport Authority.
 - D. Ensure that design, materials and scale of new architecture complements the Airport and surrounding region.
 - E. Promotes active use by Airport clients, patrons, and the general public.
- (3) Evidence regarding the Respondent's knowledge and prior experience working with airports and other government agencies.
- (4) Demonstrate the Respondent's knowledge and experience with United States of America land use laws and other applicable laws relevant to the Airport Authority's analyses and decisions.
- (5) Demonstrate the Respondent's knowledge and experience working within various ground lease transactions with governmental entities.
- (6) Resumes of all Key Personnel.
- (7) Minimum of three real estate development projects, within the last ten (10) years, in any asset class including retail, office, industrial (or mixed-use). List the projects in order of size or value, ideally including projects built on leased land or in partnership with public or quasi-public entities. The following information should be included for each project listed:
 - Project name, location, and description and year(s) developed.
 - Color images depicting the project.
 - Project size in gross square feet.
 - Total project budget.
 - Funding source – equity partner, lender, etc.
 - The name of the Key Personnel involved with the project.

- Consultants and contractors.
 - Lead or anchor tenants.
 - General terms of ground lease, if applicable.
- (8) Experience in obtaining public incentives.
 - (9) Timeline of the availability and commitment of the Respondent.
 - (10) The Respondent's organization chart showing Key Personnel.
 - (11) Brief history/overview of the Respondent including size, history, officers, and type of corporate structure. Include any relevant related entities.
 - (12) Specify the largest single financing arrangement secured by the Respondent, including details of the financial structure and the source(s) of funding.
 - (13) Specify total equity and debt financing obtained by the Respondent over the past five years.
 - (14) Provide letters from two current financial partners or lenders which demonstrate a willingness to work with the Respondent and that includes the range of financial commitment.
 - (15) Provide financial information to substantiate the Respondent's financial stability and ability to finance projects at DTW under current market conditions.
 - (16) List any and all lawsuits, administrative actions, mediations, arbitrations and other legal actions during the last five (5) years which the Respondent is currently a party or the Respondent was a party. Provide a brief description of each matter identified, which shall include the parties involved and a description of the dispute, and as applicable: the court, case number, administrative case number; mediation filing number, or arbitration filing number.
 - (17) State whether any contracts to which the Respondent was a party has ever been terminated early. If so, identify which ones and provide details.
 - (18) State whether Respondent is a party in a legal claim or lawsuit with any client as a result of Respondent's operation of a public service. If so, describe the issues.
 - (19) State whether Respondent, or any entity in which Respondent has had an ownership interest, ever had a bond or surety canceled or forfeited. If yes, state the name of bonding company, date and amount of bond and reason for such cancellation or forfeiture.
 - (20) State whether Respondent, or any entity in which Respondent has had an ownership interest, ever been declared bankrupt. If yes, state date, court jurisdiction, amount of liabilities and assets, type (i.e. Chapters 7, 11, 12, etc.), and resolution or current status.
 - (21) Respondent must be in Good Standing with the State in which their business is domiciled. The Respondent must certify on its Business Information Questionnaire that it is in Good Standing or not required to obtain such a certificate or otherwise register with that state. If the Respondent is domiciled outside of Michigan, the Respondent will also be required to be in Good Standing with the State of Michigan or certify on its Business Information Questionnaire that it is not required to obtain such standing or otherwise register with the State of Michigan. How to obtain information regarding obtaining a Certificate of Good Standing from the State of Michigan may be found at: <https://cofs.lara.state.mi.us/corpweb/HelpPages/OrderSystemInfo.aspx>

Tab 4 – Technical Proposal, including Design and Construction Expertise:

Provide a succinct narrative specifically answering the following:

- i. Demonstrate the ability to:
 - a. Address construction matters, which may include criteria such as quality and reliability of the project design offered (usually under a pre-design format), the reliability of the construction period estimated, the quality assurance methods proposed for construction oversight, etc.
 - b. Address operational matters, which may include criteria such as quality and reliability of operating procedures and manuals, commitment of means, service, or Operations & Maintenance (O&M) quality management systems or plans, etc.
 - c. Address maintenance matters, including criteria such as quality and reliability of the maintenance plans and programs, renewal/major maintenance programs, specific plan for hand-back, etc.
 - d. Develop evaluation criteria for environmental compliance and environmental sustainability (for example, landscape factors).
 - e. Develop evaluation criteria on health and safety plans.
- ii. Respondent shall provide a description of concepts ideas for the site location including a detailed description of each concept and business rationale for selecting the concept.

Tab 5 – Disclosures:

- i) Disclose any potential Conflicts of Interest as described in the General Instructions (*see Section 2 of this RFQ*).
- ii) Respondents must also disclose the business relationships with any affiliates such as manufacturers, suppliers, etc., which may have an advantage on future business opportunities due to the firms relationship with the successful Respondent.

Tab 6 – Exceptions:

Respondent shall clearly identify any proposed deviations from the language in the RFQ (including its Form of Agreement). Each exception must be clearly defined and referenced to the proper paragraph in this RFQ or its Form of Agreement. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Respondent's Response, the Airport Authority will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Respondents not meeting all requirements may be rejected. Respondents taking exception to material terms/conditions in the Form of Agreement (e.g. indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The Airport Authority reserves the right to accept or to allow the Respondent to withdraw any or all exceptions.

Tab 7 – Financial Statements – Financial Statements or Financial Waiver Request Form (if applicable)(May be requested at time of Contract Execution):

A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. The footnotes (sometimes referred to as Notes to the Financial Statements) are an integral part of the financial statements and must be included with your submission. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated comparative balance sheet (presenting the two most recently completed fiscal years) and comparative income statement (presenting the two most recently completed fiscal years) instead. If you are providing

internally generated financial statements, you are to complete the *Financial Statement Waiver Request* and submit the completed form with your Proposal.

SECTION 6 – KEY TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term may be negotiated once a vendor has been chosen.
- 2) **PROPERTY OF THE AIRPORT AUTHORITY:** All item(s) (including drafts, photos, work papers, prototype and the like), produced by Contractor(s) during the service of any resulting contract(s) will become the property of the Airport Authority.
- 3) **PROJECT ACCEPTANCE:** Acceptance is predicated on all Scope of Work objectives or any other specifically identified criteria being completed to the Airport Authority's satisfaction.
- 4) **PERFORMANCE REVIEW:** The Airport Authority may conduct regular contract performance reviews to ensure Contractors consistently meet all aspects of performance.
- 5) **LIQUIDATED DAMAGES:** Liquidated damages may be negotiated at time of contract execution.
- 6) **CHANGES TO KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - a) Contractor agrees that once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the Airport Authority.
 - b) If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, and shall, subject to the concurrence of the Airport Authority, replace such personnel with personnel of substantially equal ability and qualifications.
- 7) **CONFLICTS OF INTEREST:** The Airport Authority reserves the right to reject a Response if the Respondent has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.
- 8) **FORCED LABOR:** The Respondent certifies that it does not use forced labor or engage in human trafficking/modern slavery in any of its operations or supply chains. This includes, but is not limited to, the use of forced or compulsory labor, bonded or indentured labor, and involuntary servitude. The Respondent also certifies that it is in compliance with all applicable laws and regulations related to forced labor and human trafficking/modern slavery, including but not limited to The Uyghur Forced Labor Prevention Act (Public Law 117-78), and the Victims of Trafficking and Violence Protection Act (Public Law 106-386). The Respondent shall maintain records of its compliance with this provision and shall make such records available to the Airport Authority upon request and agrees to promptly notify the Airport Authority of any violations of this provision that are discovered during the performance of the contract. Failure to comply with this provision may result in disqualification of the response or termination of the contract.
- 9) **RUNWAY INCURSIONS:** The Federal Aviation Administration (FAA) defines a Runway Incursion as "Any occurrence at an airport involving an aircraft, vehicle, person, or object on the ground that creates a collision hazard or results in a loss of separation with an aircraft taking off, intending to take off, landing or intending to land. Entering the Movement Area (i.e. runways, taxiways, etc.) without authorization from the FAA Air Traffic Control Tower and the Wayne County Airport Authority will result in the suspension of an assigned ID Badge and/or ramp driving privileges and could subject the Contractor or the Contractor's key personnel to permanent revocation of their airfield driving privileges. Furthermore, runway incursions may result in federal fines and/or termination of this contract.

SECTION 7 – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$500,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate.

The Wayne County Airport Authority and the County of Wayne, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Airport Authority for all work performed by the Contractor, its employees, agents and subcontractors.

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

SAMPLE CERTIFICATE OF INSURANCE

Please review the solicitation documents for the required insurance coverage and add to the insurance certificate accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent Broker Producer, Inc. 123 Anywhere Ave Detroit, MI 48226	CONTACT Agency Contact PHONE (A/C, No, Ext): _____ FAX (A/C, No): fax #here E-MAIL _____ ADDRESS: _____ of individual at agency
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INSURED Contractor/Vendor Company (this must match name on forms) Address 1 _____ Address 2 _____ City, State, Zip _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers</td> <td></td> </tr> <tr> <td>INSURER B: Accident Fund</td> <td></td> </tr> <tr> <td>INSURER C: Zurich</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers		INSURER B: Accident Fund		INSURER C: Zurich		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers															
INSURER B: Accident Fund															
INSURER C: Zurich															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PRO. JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER: (review aggregate req)					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS NON-OWNED AUTOS					\$
C	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB					AGGREGATE \$ 4,000,000
	☒ RETENTION \$ 10,000					\$
	☒ OCCUR CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property with transit/installation (If other covg is required att. p. 2)					Limit \$250,000 each occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder and the County of Wayne, their board members, directors, officers, employees, agents and assigns are additional insureds for GL including completed operations, Auto (Aircraft Liability, pollution as applicable) on a primary/non-contributory basis including completed operations for liability arising out of all work or services provided to the Airport Authority.

Waiver of subrogation is added in favor of the additional insured.

The Wayne County Airport Authority is considered loss payee for any property owned by and worked on by this insured, as their interest may appear.

Policies are endorsed to provide a minimum of 30 day notice of cancellation to the Certificate Holder (or 10 day notice in the case of non-payment of premium).

CERTIFICATE HOLDER Wayne County Airport Authority Attn: Procurement Department 11050 Rogell Drive #602 Detroit, MI 48242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature here
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SECTION 8 – REQUIRED FORMS & ATTACHMENTS

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SUBMITTAL DOCUMENTS CHECKLIST (not required)

The following information forms and documentation shall be included with the response to the solicitation:

	REQUIRED Form or Documentation:
☐	Response Form
☐	Verification of Minimum Qualifications Forms
☐	Business Information Questionnaire
☐	Submittal Requirements for Evaluation Criteria (Tabbed items)
☐	SBE Utilization Plan
☐	W-9 Form

	Form or Documentation (May be requested at a later date):
☐	Financial Statements
☐	Financial Waiver Request, if applicable (delete if not required)
☐	Attachment C – Subcontractor Forms
☐	Insurance Requirements

RESPONSE FORM

Failure to submit a signature binding the offer with your Response shall result in your Response being deemed nonresponsive and rejected without any further evaluation.

TO: WAYNE COUNTY AIRPORT AUTHORITY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Qualification.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

SUPPORTING DOCUMENTATION:

List all files uploaded to www.MITN.info that constitute your total Response package. MITN references files as "Supporting Documentation".

Total number of files uploaded to www.MITN.info? _____

List document titles and number of pages: (insert additional page if necessary)

Title: _____ Pages: _____

Title: _____ Pages: _____

Title: _____ Pages: _____

Title: _____ Pages: _____

Title: _____ Pages: _____

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Airport Authority, for the term as stated herein, and to enter into an Agreement with the Airport Authority, in accordance with the Conditions, Scope and Terms, as well as the Form of Agreement attached to the RFQ, together with any written addendum as specified above or exceptions agreed to by the Airport Authority.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFQ and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the Airport Authority's Ethics Ordinance, and 2) if awarded a contract to operate the Concession or provide the Goods and/or Services required in the RFQ, the Respondent will comply with the Airport Authority's Ethics Ordinance.

RESPONSE FORM (continued)

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the Airport Authority any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Process and Submittal Requirements section of this RFQ.

No Response shall be accepted which has not been signed.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address (NO P.O. BOX ALLOWED)

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

Date

For clarification of this offer, contact:

Name: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form or provide the required information for verification of minimum qualifications will result in your Response being deemed nonresponsive and rejected without further evaluation.

Note: Each Respondent must submit information that substantiates how they meet each of the minimum qualifications listed in this RFQ. Respondents may record the minimum qualification information on this Form or provide the required information as an attachment. Also provide a reference contact or document to verify each minimum qualification. The burden of proof relies solely upon the Respondent to provide sufficient evidence that the Respondent, subcontractor or key personnel meet the minimum qualifications as set forth by the Airport Authority regardless of the Respondents contractual history with the Airport Authority.

- a) Minimum Qualification (a) The Respondent must be a corporation, or a Limited Liability Company, or a sole proprietorship authorized to transact business in the United States of America; and**

Describe how you meet this minimum qualification: _____

Is the Respondent a corporation, limited liability company, or a sole proprietorship authorized to transact business in the United States of America? ☐ YES ☐ NO

- b) Minimum Qualification (b) The Respondent must have Key Personnel who is assigned to the contract resulting from this RFQ who, during the last fifteen (15) years, completed in the United States of America at least three (3) separate real estate development projects in the commercial, office, or other non-residential asset classes with a combined total Minimum Value of \$50,000,000 for the three (3) projects.**

Verification: Provide reference contact information, or a document that verifies you meet the minimum qualification requirement:

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of three (3) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

Client Contact: _____ Title: _____

Project Asset Class: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

b. Project Name, Location: _____

Client Contact: _____ Title: _____

Project Asset Class: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

c. Project Name, Location: _____

Client Contact: _____ Title: _____

Project Asset Class: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

- c) **Minimum Qualification (c) The Respondent must have Key Personnel who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, obtained final governmental approval of at least one (1) real estate development project constructed in the United States of America with a Minimum Value of \$10,000,000.**

Verification: Provide reference contact information, or a document that verifies you meet the minimum qualification requirement:

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of one (1) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

Client Contact: _____ Title: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

- d) **Minimum Qualification (d) The Respondent must have Key Personnel who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, managed at least one (1) real estate development project constructed in the United States of America with a Minimum Value of \$10,000,000.**

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of one (1) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

Client Contact: _____ Title: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

- e) Minimum Qualification (e) The Respondent must have Key Personnel who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, secured financing of at least one (1) real estate development project constructed in the United States of America with a Minimum Value² of \$10,000,000.**

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of one (1) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

Secured Financing: _____

Client Contact: _____ Title: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

- f) Minimum Qualification (f) The Respondent must have Key Personnel who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, secured tenants of at least one (1) newly constructed real estate development project constructed in the United States of America with a Minimum Value of \$5,000,000.**

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of one (1) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

List of Tenants Secured: _____

Client Contact: _____ Title: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

- g) Minimum Qualification (g) The Respondent must have Key Personnel or a Team Member who is assigned to the contract resulting from this RFQ who, during the last ten (10) years, has designed at least one (1) construction project at a Public-Use Airport⁵ who will be responsible for development of technical design considerations of the Conceptual Development Plan.**

Key Personal Name: _____

Company (employer): _____

Is the required copy of the individual's resume **included with this Bid?** Yes: _____

Provide information on a minimum of one (1) projects below to demonstrate compliance with this Minimum Qualification.

a. Project Name, Location: _____

Client Contact: _____ Title: _____

Phone Number: _____ Email: _____

Project Start Date: _____ Project Completion Date: _____

Project Value: _____

Describe project or provide page number in response where project is described:

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form or provide the required information may result in your Bid being deemed nonresponsive and rejected without any further evaluation. Use additional pages as necessary.

NAME OF BUSINESS _____

PRINCIPAL OFFICE ADDRESS _____

LOCAL OFFICE ADDRESS (SERVICING THE AIRPORT AUTHORITY): _____

TELEPHONE NUMBER _____ FAX NUMBER _____

EMAIL _____ BUSINESS WEBSITE _____

FORM OF OWNERSHIP (Check One)

Corporation ☐ LLC ☐ Joint Venture ☐

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership ☐ If Partnership, select one of the following: Limited ☐ or General ☐

Individual ☐

☐ Business is in Good Standing with the State of Michigan.

☐ Business is in Good Standing with the state in which this business is domiciled.

☐ This business is not required to obtain a Certificate of Good Standing or otherwise register with the State of Michigan (and its state of domicile, if different) Explain why _____

SMALL BUSINESS ENTERPRISE (SBE)

Is firm certified by the Airport Authority as a SBE? Yes ☐ No ☐

If yes, SBE Certification No. _____

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation Other Than Bidder Directorship
_____	_____
_____	_____
_____	_____

BUSINESS INFORMATION QUESTIONNAIRE CONTINUED

ADDITIONAL INFORMATION REQUIRED BY THE AIRPORT AUTHORITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Wayne County Airport Authority, or with any of its board members or officers.

FORCED LABOR PROVISION. The undersigned certifies that it does not use forced labor or engage in human trafficking/modern slavery in any of its operations or supply chains. This includes, but is not limited to, the use of forced or compulsory labor, bonded or indentured labor, and involuntary servitude. The undersigned also certifies that it is in compliance with all applicable laws and regulations related to forced labor and human trafficking/modern slavery, including but not limited to The Uyghur Forced Labor Prevention Act (Public Law 117-78), and the Victims of Trafficking and Violence Protection Act (Public Law 106-386) and agrees to promptly notify the Airport Authority of any violations of this provision that are discovered during the performance of the contract. Failure to comply with this provision shall result in termination of the business relationship.

I hereby certify that the foregoing business information is true, correct and complete, that this business neither (a) engages in investment activities in the energy sector of Iran, including the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, nor (b) extends credit to another person or entity, if that person or entity will use the credit to engage in investment activities in the energy sector of Iran:

(Name of Business)

By _____
(Signature) Date

(Title)

FINANCIAL STATEMENT WAIVER REQUEST

I certify that our company is not required by anyone to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant. The financial statements provided with this response are internally generated and accurately reflect the Company's financial position.

(Name of Company)

By _____
(Authorized Signature)

Date

(Printed Name)

(Title)

Acknowledged before me by _____ (name) as _____ (title)

of _____ (company) this ____ (day) of _____, 20XX.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

ATTACHMENTS INCLUDED AS SEPARATE DOCUMENTS (A – C)

The following attachments are included as separate documents.

ATTACHMENT A – LETTER OF INTENT

ATTACHMENT B – SITE LOCATIONS

ATTACHMENT C – SUBCONTRACTOR FORMS