AGREEMENT FOR MAINTENANCE AND PROFESSIONAL SERVICES

THIS AGREEMENT is made on the 25th day of September 2012 by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County") and Gaylord ARFF, Inc., whose address is 6161 West Main Street, Pellston, Michigan 49769 (hereafter "Contractor")

Recitals

A. WHEREAS, the County owns, operates and maintains several properties in Otsego County, Michigan;

B. WHEREAS, the County desires to obtain maintenance services at the Gaylord Regional Airport and for other Otsego County Buildings and Grounds;

C. WHEREAS, Contractor has submitted a proposal for, and is willing, able and qualified to perform, all of said work in accordance with the provisions of this Contract;

NOW, THEREFORE, for an in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to terms hereinafter stated, the parties agree as follows:

Agreement

1. TERM

The term of this Agreement shall commence on January 1, 2013, and shall terminate at the end of three (3) years thereafter, terminating on December 31, 2015.

2. COMPENSATION

The County agrees to pay the Contractor for the performance of all of the work required to be performed under this Agreement, and the Contractor agrees to accept as its full and only compensation thereof the annual sum of $159,052 for the Airport, and the annual sum of $224,081 for Buildings & Grounds, for a total annual combined sum of $383,133. Each Department will be billed separately. The Airport shall be billed on a monthly basis in an amount of $13,254.33, payable on or before January 7, 2013 and by the 1st of each month thereafter, subject to Otsego County policies and procedures. The Building & Grounds work shall be billed on a quarterly basis in the amount of $56,020.25, payable on or before January 7, April 1, July 1, and October 1, subject to Otsego County policies and procedures.

For any call-in fueling services at the Airport outside of the contractor's normal hours of operation for service at the Gaylord Regional Airport as set forth in this Agreement, Contractor shall receive a fee in the amount of fifty percent (50 %) of the after-hours call-in fee, as established by the Airport Manager.

3. SCOPE OF WORK

The full scope of work can be found in Attachment A, Request for Proposal for Airport Maintenance and Professional Services and Janitorial and Maintenance Services for Various Facilities, Otsego County, Michigan, BID 2012-08, along with the Bid Clarification/Addendum Notice #1 to RFP 2012-08, which are incorporated by reference into this Agreement, and have full binding effect upon the parties to this Agreement. In

addition to the above, the CONTRACTOR shall be responsible for all training of its employees, and shall provide de-icing services as part of its contractual responsibilities.

4. OBLIGATIONS OF THE COUNTY

Obligation of the County can be found in Attachment A, Request for Proposal for Airport Maintenance and Professional Services and Janitorial and Maintenance Services for Various Facilities, Otsego County, Michigan, BID 2012-08, along with the Bid Clarification/Addendum Notice #1.

5. CONTRACTOR PERFORMANCE

A. The Contractor shall perform all its obligations and its function under this Agreement in a professional and businesslike manner. The Contractor shall use its best efforts to perform its activities so as to not annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at any Otsego County facilities.

B. The appearance of the Contractor's employees shall be clean and neat and their conduct courteous.

C. The Contractor shall furnish each Contractor's employee with appropriate uniforms which shall be worn by said employees at all times while on duty. The uniforms shall have proper identification thereon of the name of the Contractor and the employee's first name.

D. The Contractor shall not do or keep anything at any facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard; or create a nuisance; or in any way obstruct or interfere with the rights of other users of County facilities, except as reasonably required in the performance of its obligations and functions hereunder; or commit or allow to be committed any waste upon the facility or use or allow the facility to be used for any improper, immoral, unlawful or objectionable purposes. Any violation of the provisions of this paragraph will be deemed by the County to be a default under this Agreement and shall entitle the County to all remedies created herein or provided by law.

E. The Contractor shall keep all of the County's tools, equipment, repair parts, and fuel and supplies utilized in the performance of the Agreement inventoried, in good and safe condition, and in working order.

F. Pursuant to the requirements imposed by the FAA, the Contractor hereby consents to reasonable searches and/or inspections of its employees, its employees' handbags and its employees' lockers.

The Contractor herby warrants to the County that it will require its employees' consent to the above searches, as part of the employment contract. The County may make reasonable attempts to notify Contractor whenever it or the appropriate authorities intend to conduct searches and/or inspections.

G. The Contractor shall require all prospective workers to show proof of citizenship or proof from the United States Citizenship and Immigration Services that they have entry permits, work permits and are legal aliens.

H. The Contractor, in order to comply with the FAA's and TSA's security requirements, shall, prior to hiring an employee, submit to the County (and maintain a record of) proof that the employee has been fingerprinted and any and all background checks, including police, presently or hereinafter required by the County and FAA.

I. The Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from the passengers, pilots, crew members, or other persons using the Gaylord Regional Airport. The Contractor shall be responsible for ensuring that all articles found by its employees are turned in to the Airport Manager to the extent reasonably possible within two (2) hours of finding said articles(s).

J. The Contractor shall perform all services listed and described in Attachment A, Request for Proposal for Airport Maintenance and Professional Services and Janitorial and Maintenance Services for Various Facilities, Otsego County , Michigan, BID 2012-08, along with the Bid Clarification/Addendum Notice #1 to RFP 2012-08, which are incorporated by reference into this Agreement, and have full binding effect upon the parties to this Agreement.

6. INDEMNIFICATION

The Contractor hereby agrees to defend, release, indemnify and save harmless the County, its officers, agents and employees from and against (a) any an all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the County, and (b) any and all claims, demands, suits, actions, liabilities, costs, expenses, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, actions or omissions of the Contractor or those performing under it in connection with its operations or performance of work under this Agreement, and including acts and omissions of the Contractor's employees, representative, suppliers, invitees, contractors and agents. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement.

7. INSURANCE

The Contractor shall obtain and keep in force during the entire term of the agreement, insurance policies as follows:

A. Commercial general liability insurance, including motor vehicle liability coverage, in the amount of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for the protection of the County against claims, liabilities, judgments, costs, damages, and expenses for bodily injury or death, personal injury and/or damage to property rising out of, directly or indirectly, the actions or omissions of the Contractor or those performing under it in connection with its operations or performance of work under this Agreement. The insurance company must be licensed to do business in Michigan and must have an A- or better rating with A.M. Best Company. Contractor shall provide County with evidence of insurance coverage. Each insurance policy shall name the County as additional insured with loss payable to County and must provide that the policy may not be cancelled or the coverage reduced without at least thirty (30) days prior written notice to County by the insurer.

B. Worker's disability insurance, including employer's liability coverage, in the amount that is customarily maintained by similar businesses.

Contractor's failure to pay insurance premiums when due or to obtain, maintain or deliver policies of insurance will be deemed by the County to be a default under this Agreement and shall entitle the County to all remedies created herein or provided by law.

8. INDEPENDENT CONTRACTOR.

The Contractor shall not, by virtue of this Agreement, be constituted or be deemed to be an agent or representative of the County for any purpose whatsoever. The Contractor shall perform all of its services hereunder as an independent contractor using its own officers and employees who shall not be or be deemed to be agents, servants, or employees of the County.

9. NOTICES

Any notice to the Contractor from the County or to the County from the Contractor relative to any part of this Agreement shall be in writing and considered delivered and the service thereof completed, when said notice is sent, by certified or registered mail, to the said party or delivered in person to said party or its authorized representative. Notices from the Contractor to the City shall be addressed to the Otsego County Administrator, 225 West Main Street, Gaylord, Michigan 49735. Notices from the County to Contractor shall be addressed to Randolph L. Bricker, Gaylord ARFF, Inc., P.O. Box 467, Pellston, Michigan 49769. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

10. FEDERAL REQUIREMENTS

A. This Agreement shall be subject to all restrictions of record affecting the Gaylord Regional Airport and the use thereof, all Federal and State laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreements between the County and the United States of America and to future agreements between the foregoing relative to the operation and maintenance of the Airport, the execution of which may be required as a condition precedent to the transfer of federal rights or property or the expenditure of federal funds for Airport purposes, or as a condition precedent to the use of the Airport or any part thereof, by the Contractor, the County or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Contractor, the County or other, to occupy or to use the Airport, or any part thereof, during time of war or national emergency.

B. The County may from time to time be required by the United States Government, its agencies, or the County to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and Contractor agrees that it will adopt any such requirements as part of this Agreement.

C. If the FAA determines that any right or claim of right in or to the property herein creates an undue risk or interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claim shall be extinguished or modified in a manner acceptable to the FAA.

11. DEFAULT AND TERMINATION

This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or
B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason the default or breach; or
C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to either party.
D. In the event of termination of Services, the CONTRACTOR will be entitled to the monies provided herein only through the date of termination.

12. NO DICRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

13. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the County administrator, which will not be unreasonably withheld. Work, however, covered by this Agreement may be subcontracted to subcontractors who have been approved in advance and in writing by the County administrator, which approval shall not be unreasonably withheld. The County administrator shall render his decision within ten (10) days. If no decision by the County Administrator is given within ten (10) days, the subcontractor shall be deemed approved. However, under no circumstances shall the Contractor subcontract with a company which is debarred from participating in County contracting regardless of any other provision of this Agreement.

14. NO INDIVIDUAL LIABILTIY

No officers, agents, or employees of the County shall be charged personally by the Contractor with any liability or held liable to it under any term or provision of this Agreement or because of its execution or attempted execution, or because of any breach thereof.

15. NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other or third person on such Agreement. It is the express intention of the County and the Contractor that any person other than the County or the Contractor receiving any benefits from this Agreement shall be deemed to be an incidental beneficiary only.

16. NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall be deemed to be taken to be by the County or Contractor as a waiver of any subsequent breach of such terms and conditions or of any right the County or Contractor may have for damages.

17. COMPLIANCE WITH LAWS

The Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect the Agreement and the performance thereof and those engages therein. This includes obtaining all applicable permits and licenses. If necessary, the County administrator will provide the Contractor with reasonable assistance in obtaining any required County licenses or permits. However, the Contractor shall not apply for any permits or licenses in the name of, or on behalf of, the County. If during the term of this Agreement any unforeseeable changes in such laws, ordinances, rules and regulations, or orders occur which result in actual significant increased costs to the Contractor, the Contractor may submit to the County a written request for equitable adjustment to reimburse it for such costs. The request shall include documentation of the costs claimed by Contractor, identification of the change in law, ordinance, rule, regulation, or order which caused the increased costs and a statement of the reasons why the change was not reasonably foreseeable and the reasons why the change caused the increased costs. The County administrator may, in his discretion, grant or deny an equitable adjustment after review of the information submitted by the Contractor.

18. SEVERABILTIY

If any, part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.

19. HEADINGS

The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alteration, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

21. OTHER

All provisions required in the Request for Proposal for Airport Maintenance and Professional Services and Janitorial and Maintenance Services for Various Facilities, Otsego County, Michigan, BID 2012-08 (see Attachment A), along with the Bid Clarification/Addendum Notice #1 shall apply to this contract.

IN WITNESS WHEREOF, the pates hereto have executed this Agreement as of the day and year fist above written.

WITNESS

COUTNY OF OTSEGO

By: _____

John M. Burt 10/4/12

Its: Otsego County Administrator

WITNESS

GAYLORD ~~ARFF~~ INC.

By: _____

Randolph L. Bricker, Sr. 10-2-2012

Its: President

ATTACHMENT A

ATTACHMENT A

Request for Proposal
For
Airport Maintenance and Professional Services
And
Janitorial and Maintenance Services
For Various Facilities
Otsego County, Michigan
BID 2012-08

Part 1: RFP Purpose

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a contractor to provide Janitorial and Maintenance Services for the Otsego County Building & Grounds, and to provide Maintenance and Professional Services to the Gaylord Regional Airport. While the total bid price will be a major factor in determining the successful bidder, it will not be the only factor. The bidder must break up the bid into two prices for each the Airport and for Building & Grounds. The vendor must show the ability to successfully do all work listed in this RFP.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County, and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

See **Appendix A** for a map of Otsego County facility locations.

Part 2: Scope of Work/Background Information

Building & Grounds:
Otsego County is seeking a qualified Vendor to provide janitorial and maintenance services for the Otsego County Building & Grounds. Some of the services include building repairs, lawn mowing, snow removal, equipment maintenance, B&G vehicle maintenance, and providing supplies such as paper towels, light bulbs, etc.

Otsego County currently contracts for these services with the company providing two (2) full-time personnel and one (1) part-time personnel. Contractor will also have access to participants in the Sheriff's Work Camp as they are available.

Otsego County's primary facilities, other than the Gaylord Regional Airport, are open to the public from 8:00 am until 4:30 pm Monday through Friday except for thirteen holidays per year. There are occasions that the contractor may have to have an employee perform a function outside of normal work hours such as checking on the building in case of alarm, helping with a special event (Alpenfest, AlpenFrost, the Wings Over Gaylord Air Show, and the like) but this is very rare with minimal time involved.

Otsego County facilities (see **Appendix B**) covered under the Building & Grounds portion of this RFP include:

- Otsego County Courthouse, 225 W. Main Street including the Sheriff/Jail at 124 S. Court Street.
- Alpine Center complex including 100 Livingston Blvd, 800 Livingston Blvd (main Alpine Center building), the Building & Grounds building, 1068 Cross Street, and 1322 Hayes Road.
- Parking lot at 222 S. Court Street.
- Snow removal only for 215 S. Otsego Avenue. This is a parking lot owned by the First Congregational Church, but used during the week by Otsego County for employee parking.
- Sheriff's Long-term Evidence Storage Building at 540 S. Illinois and associated property at 580 S. Otsego Avenue. Lawn mowing once per month in summer, and driveway snow removal in winter to allow access to the building.
- Animal Control Shelter at 256 Fairview Road. The contractor will not be responsible for cost of repairs at this building. The Animal Control staff typically provides snow removal at this facility, but the contractor may be called upon to assist in the event of a large snow event. The contractor will very rarely be asked to help with repairs at this facility.
- Louis M. Groen Nature Preserve at 10324 M-32 East in Johannesburg. The contractor may very rarely be asked to perform some task related to this property, but only as contractor time allows. The contractor will not be responsible for cost of any repairs/projects at this facility.

Airport:
Otsego County is seeking a qualified Vendor to provide maintenance and professional services at the Gaylord Regional Airport located at 1100 Aero Drive in Gaylord. Services generally include cleaning, snow plowing/removal, grounds/equipment, minor mechanics, customer service, office clerical, and UNICOM services.

Otsego County currently contracts for these services with the company providing two (2) full-time maintenance personnel, one (1) part-time maintenance personnel, and one (1) full-time office/clerical/UNICOM personnel. Contractor will also have access to participants in the Sheriff's Work Camp as they are available.

Contractual services will be provided seven (7) days per week from 7:30 am until 6:00 pm for maintenance staff and from 8:00 am until 5:00 pm for clerical;/UNICOM staff , except for Thanksgiving, Christmas Day, and New Year's Day. On rare occasions, contracted employees may need to provide fueling services after Airport Operational Hours. Contractor shall receive fifty percent (50%) of the after-hours call-in fee, as established by the County.

Otsego County facilities (see **Appendix C**) covered under the Gaylord Regional Airport portion of this RFP include:

A detailed list of services to be provided by Contract can be seen in **Part 6**.

Part 3: Proposal Instructions

- **Term of Contract**. The contract for services will be for three (3) years beginning January 1, 2013 through December 31, 2015. There will be a termination clause for either party to terminate the agreement with a 120-day notice. The contract cost must be held constant for the duration of the three (3) years.

- **Submission Instructions.** Submit three original proposals in a sealed package to this address:

  John Burt, Otsego County Administrator

225 W. Main Street
Gaylord, Michigan 49735
Tel: (989) 731-7527
Proposal for Maintenance and Professional Services

Bidders must include the attached Bid form for their costs.

Bidders must initial and return each page of this RFP with their proposal.

- **Deadline.** Proposals must be received at the location stated above no later than Noon local time on **September 19, 2012**. Proposals received after the deadline will not be accepted. There will be a public bid opening at 1:00 pm on **September 19, 2012**in Room 100 of the County Building at 225 W. Main Street, Gaylord, MI.

- **Proposal Acceptance and Rejection.** The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price.

- **Questions.** If you have any questions about this RFP or the proposal procedures, submit them in writing or by fax by the question deadline of **September 7, 2012 at noon**. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing by the County and mailed or faxed to all vendors who register on a bid list. The requestor is responsible for notifying the County of any problem in receiving written replies. Bid question responses will also be posted on the County's website at http://www.otsegocountymi.gov/bids-and-proposals-192/.

  Direct questions about this RFP or the proposal procedures to the following person:

  John Burt, Otsego County Administrator
  225 W. Main Street
  Gaylord, Michigan 49735
  Tel: (989) 731-7527
  Fax: (989) 731-7529

  Single Point of Contact. Contact **Mr. John Burt** and no one else, regarding the status of proposal evaluation. Disregard of this directive may disqualify the proposer from further consideration.

Part 4: Selection Criteria

The County will open and review all proposals and select the proposer based on technical merit and bid price. Upon a satisfactory selection and successful negotiations, the County will initiate the contract award.

- **Offshore Labor.** It's the County's intent to contract with a US owned Company and have all work performed within the United States.

- **Firm Background.** The proposal will be evaluated on the basis of the respondent's background, including the number of years in business, size, and financial stability.

- **Staff Qualifications.** The proposal will be evaluated on the basis of the respondent's demonstrated staff qualifications, including the required professional registrations.

- **Local Project Experience.** The County prefers to select a contractor that can demonstrate successful project experience in the State of Michigan region.

- **Similar Project Experience.** The proposal will be evaluated on the basis of project experience that is of a similar technical nature and complexity, for clients that are similar in size, location, and type as Otsego County.

- **Schedule and Availability.** The respondent's projected schedule and resource availability will be evaluated in the choice of contractor, although the County understands that the actual beginning and completion dates are subject to the notice to proceed.

- **Price.** The proposed price of the project will be a major consideration in selection.

Part 5: Proposal Format

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review.

All proposals must include the following components:

Section	Topic
	Cover Letter
1	Company Overview
2	Project Services
3	Project Team
4	Related Experience
5	Additional Information
6	Cost Proposal

Part 6: Services Provided by the Contractor

Lists of duties included in this RFP are not necessarily comprehensive.

Building & Grounds:
The successful contractor must be able to provide the following services to the County:

A. The County Courthouse and main Alpine Center Building (800 Livingston Blvd) must have doors unlocked by 7:00 am on all Mondays through Fridays excluding holidays. The facilities must be locked by 5:00 pm on all Mondays through Fridays excluding holidays. The contractor must also be on call for any off hour emergencies. There are occasional night meetings where doors may require being checked after the meeting. In addition, there are rare occasions where contract employees will have to help with

preparation for special events like Alpenfest, AlpenFrost and the Wings Over Gaylord Air Show. AlpenFrost requires odd hours to help create an ice rink on the Courthouse lawn for the event.

B. At least one maintenance staff person must be on duty at the County facilities at all times during working hours.

C. Janitorial Services. Contractor is responsible for providing janitorial services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP. The only current exceptions is one wing of the first floor, the entire second floor, and a portion of the fourth floor of the main Alpine Center which are leased out with the lessee providing routine cleaning services. The contractor is responsible for cleaning all other Otsego County facility space not exempted in lease arrangements, though these arrangements may alter over time.

Some of the routine cleaning includes the following:

1) Dust all chairs rails, trim, and similar items.
2) Wipe clean of dust, dirt, and smudges all wood, metal, glass, or plastic laminated surfaces and polish as needed, including counters and railings.
3) Light fixtures shall be dusted and bulbs replaced as needed.
4) Floors shall be swept, vacuumed, or mopped as needed with restrooms mopped at least once per week.
5) Empty and clean all wastepaper baskets, ashtrays, receptacles, etc. daily.
6) Remove wastepaper and waste materials daily to a designated area on the premises.
7) Clean, disinfect, and sanitize all drinking fountains as needed.
8) Spot clean carpeting weekly and clean overall at least twice a year (once each in the spring and fall)
9) Keep outside entrance lights and cameras clean of insects and webs
10) Clean and sanitize public and office telephones
11) Bathroom sinks, bowls, urinals and fixtures shall be cleaned and sanitized daily.
12) Hand soap, tissue paper, and paper towel dispenser, shall be filled.
13) Windows at the Courthouse must be cleaned inside and out at least once per year.
14) Vents must be cleaned at least once per year.
15) Maintenance and recharging of fire extinguishers.
16) Wash and polish all mirrors, powder shelves, bright work, etc., including flush meters, piping and toilet seat hinges.
17) Wash both sides of all toilet seats daily.
18) Clean and sanitize all sinks, bowl, urinals and fixtures daily.
19) Damp wipe all partitions, tile walls, dispensers, and receptacles
20) Wash all partitions, tile walls, and enamel surfaces one a month, using proper disinfectant

D. Maintenance Services. CONTRACTOR is responsible for providing maintenance services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP barring those excepted earlier in this RFP. This includes a variety of activities with a few examples including patching walls and painting offices as required, repairing/replacing attached fixtures, repairing water leaks, maintain/replace flags, repairing/replacing window air conditioners as needed, etc.

E. Service Contracts. CONTRACTOR shall be responsible for continuing all current Building & Grounds service contracts including, but not limited, to elevator inspections

contracts for elevators at 225 W. Main Street, 800 Livingston Blvd, and the Building & Grounds building, boilers, and trash removal, and carpet runner cleaning/replacement.

F. Snow and Ice Removal. CONTRACTOR shall be responsible for removing snow and ice, on an as needed basis, from the entrances, the parking lots, and the sidewalks of all facilities listed in this RFP. Salt will be spread as needed to prevent injury due to slips and falls. All County facilities must be ready to open to the public by 8:00 am on Monday through Friday and kept reasonably clear of snow until after 5:00 pm on all Mondays through Fridays except for County holidays. Snow should be removed by 7:00 am whenever possible. Maps of areas requiring snow removal can be found in **Appendix C**.

The snow removal for 215 S. Otsego Avenue, the First Congregational Church, must be free of snow prior to church service on Sunday morning service.

The driveway at 540 S. Illinois must be kept open for access to the Sheriff's Long-term Evidence Storage building.

The County owns two (2) pickup trucks with plows for snow removal. The CONTRACTOR will be allowed to use these.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

G. Grass Maintenance. CONTRACTOR shall be responsible for mowing and maintaining the grass at all facilities listed in this RFP as shown in **Appendix D**. Grass will be kept well manicured and relatively free of weeds. The grass will typically need to be cut once per week. Professional spraying of weeds is typically needed once or twice per year at 225 W. Main Street.

The field at 540 S. Illinois and 580 S. Otsego, that is home to the Sheriff's Long-term Storage Building need only be cut approximately once per month, with one of those times to be the second week of July due to the field being utilized as part of the Alpenfest Parade as staging grounds.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

H. Building & Grounds Equipment. In addition to general facility related equipment, CONTRACTOR shall maintain Building & Grounds equipment and vehicles barring major repairs in excess of $5,000. Current County equipment/vehicles include**:**

1) 2011 Ford HD 4x4 Pickup with plow blade
2) 2008 GMC 3500 HD 4x4 Pickup with plow blade
3) 1999 EZ Dump Trailer
4) 2000 John Deere Riding Lawn Mower with snow blower
5) Several small push mowers, a trimmer, and chainsaw
6) Heavy Duty Trailer
7) 2010 Cub Cadet Zero Turn Mower

The current contractor provides the following:

1) Backpack Blower

2) Trimmer

Contractor shall keep all County tools, equipment, repair parts, and fuel and supplies utilized in the performance of the Agreement inventoried, in good and safe condition, and in good working order.

I. Major Repairs/Replacements. Should it become necessary to either make an emergency repair or replace equipment in excess of $5,000, the COUNTY will be responsible for cost providing that notice of the need is given to the County as early as possible, and the repair/replacement is not due to CONTRACTOR neglect.

J. Meeting Room Preparation. CONTRACTOR will prepare meeting rooms in advance of scheduled meetings.

K. Drug Testing. CONTRACTOR will have all new employees submit to a drug test prior to employment, with any positive tests resulting in withdrawal of employment offer. Employees should also receive a random drug test at least once per year.

L. Contract Review. The County Administrator shall be notified of any significant issues with the building & grounds, as well as with contracted employees. The CONTRACTOR and County Administrator shall meet at least once per year to discuss performance of services provided by the contractor. The Contractor shall not keep any employees who are unable/unwilling to provide services, follow County policies, or present attitude/discipline problems.

Gaylord Regional Airport:
The successful contractor must be able to provide the following services to the County:

A. Contractual services will be provided seven (7) days per week from 7:30 a.m. until 6:00 p.m. for maintenance staff and five days per week (Monday through Friday) 8:00 a.m. until 5:00 p.m. for customer service staff, except when closed on Thanksgiving, Christmas Day, and New Year's Day. Hours of operation are subject to change depending on the need, especially for snow clearing in the winter, and will be arranged with both the contractor and the county. On rare occasions, contracted employees may need to provide fueling services after Airport Operational Hours. CONTRACTOR shall receive fifty percent (50%) of the after-hours call-in fee, as established by the County.

   A. Contractor will provide at a minimum, two (2) full-time maintenance employee, one (1) part-time maintenance employee, and one (1) full-time UNICOM/Customer Service/Office employee to provide services for the hours listed above. The employees provided by the CONTRACTOR shall be dedicated exclusively to the Airport when on duty at the Airport.

   B. Cleaning of Terminal. Contractor shall maintain the cleanliness of the Terminal and Maintenance Buildings on a daily basis under a maintenance schedule established by the Airport Manager, including, but not limited to:
      1. The Administrative Offices, Pilot resource room, lobby area, hallways, and other areas within the facility shall be serviced as follows:

         a. Dust and wipe clean all furniture, fixtures, window sills, ledges and baseboards

b. Dust all chairs rails, trim, and similar items.
c. Wipe clean of dust, dirt, and smudges all wood, metal, glass, or plastic laminated surfaces and polish as needed, including counters and railings.
d. Damp mop ceramic tile, marble, and terrazzo flooring and other types of unwaxed floors.
e. Wash floors for spills, smears, and foot tracks.
f. Clean glass entrance doors weekly
g. Clean all windows inside and outside quarterly
h. Dust all lighting fixtures and replace bulbs as needed.
i. Empty and clean all wastepaper baskets, ashtrays, receptacles, etc. daily.
j. Remove wastepaper and waste materials daily to a designated area on the premises.
k. Clean, disinfect, and sanitize all drinking fountains as needed.
l. Sweep all vinyl, asphalt, rubber, and similar type floorings
m. Sweep the outside entrance area, including curb area
n. Vacuum carpets, spot clean weekly and clean overall at least twice a year (once each in the spring and fall)
o. Keep outside entrance lights and cameras clean of insects and webs
p. Clean and sanitize public and office telephones
q. Strip and wax at least once per year, Aero-Center floors

2. The lavatories shall be serviced as follows:

a. Sweep and wash all flooring
b. Wash and polish all mirrors, powder shelves, bright work, etc., including flush meters, piping and toilet seat hinges
c. Wash both sides of all toilet seats
d. Clean and sanitize all sinks, bowl, urinals and fixtures
e. Damp wipe all partitions, tile walls, dispensers, and receptacles
f. Wash all partitions, tile walls, and enamel surfaces one a month, using proper disinfectant
g. Empty and clean waste paper and sanitary disposal receptacles
h. Remove wastepaper and waste materials daily to a designated area on the premises.
i. Fill toilet tissue, soap, and towel dispensers
j. Dust all lighting fixtures and replace bulbs as needed
k. Scrub floors as necessary, but not less than one a month

3. The supply closet and boiler shall be maintained in a clean, neat and orderly condition.

4. Entrances and walkways shall be kept clean and free of litter and debris. This includes the east, west, north and south doors and all areas within twenty (20) feet of those entryways.

5. Contractor shall provide, at its own expense, all cleaning and janitorial supplies needed for maintenance of the terminal.

6. Contractor shall insure all buildings and facilities are locked and secured at the end of each day.

C. Snow and Ice Removal. CONTRACTOR shall be responsible for removing snow and ice, on an as needed basis, from the entrances and exits of the Terminal Building and the building used for aircraft fire control and crash rescue services; from the east and west entryways, sidewalks and porticos of the Airport Main Terminal Building; and from runways, taxiways, driveways, and parking lots at the Airport. In addition, CONTRACTOR shall spread sand, or the like, where/when necessary.

D. Aircraft Fueling and Certain Other Services. CONTRACTOR shall perform the following services.

1. Servicing aircraft with fuels, lubricants and consumables.
2. Maintenance of Airport fuel supplies; handling and collection of payments to the County for fuel, oil, landing fees, and other such services.
3. Inspection and maintenance of field, runways, taxiways, and lighting, including replacement of light bulbs, transformers, and regulators.
4. Inspection and general and preventative maintenance on Airport equipment, machinery and systems.
5. Assistance to aircraft in parking using handheld radio(s); taking fuel orders from pilots; towing and hangaring aircraft, assistance in ferrying pilots and passengers to and from requested airport locations.
6. Other related services deemed necessary by the Airport Manager.

E. UNICOM Services. CONTRACTOR shall provide an adequate number of UNICOM staff at the Airport to perform as follows:

1. UNICOM staff shall communicate with all aircraft when requested.
   (a) To provide local airport advisory information.
   (b) To turn on/turn off runway lights.
   (c) To provide additional information as necessary.

2. UNICOM staff shall prepare and maintain daily flight logs and provide the same to the Airport Manager on a weekly basis.

3. UNICOM staff shall provide personal services and information for pilots and/or passengers that may include without limitation, the following:
   (a) To arrange transportation.
   (b) To arrange motel/hotel accommodations and rental cars.
   (c) To arrange catering.
   (d) To arrange for fueling and ground support of aircraft.

4. Arranging for an ambulance crew, informing the hospital of the problem or dispatch whatever agency may be required in the event that an aircraft pilot, crew member of passenger becomes ill or injured in flight.

5. Answering the FBO telephone and some clerical services.

6. Other general services assigned by Airport Manager.

F. Other Professional Services. CONTRACTOR shall provide the following services:
   (a) General customer services, which will be a priority with the contracted employees.
   (b) General office assistant duties.
   (c) Account collection.
   (d) Basic bookkeeping.

(e) Other office duties as assigned.

G. Other Duties of the Contractor.
(a) Provide all janitorial, cleaning, and general maintenance supplies.
(b) Provide all necessary training for contracted employees at CONTRACTOR cost, and provide proof of training to the County.
(c) Provide ground communication (portable radios).
(d) Assist in setup, operation, and maintenance of the annual Wings Over Gaylord Air Show.

Contract Review. The Airport Manager shall be notified of any significant issues with the Airport or its grounds, as well as with contracted employees. The CONTRACTOR and Airport Manager and County Administrator shall meet at least once per year to discuss performance of services provided by the contractor. The Contractor shall not keep any employees who are unable/unwilling to provide services, follow County policies, or present attitude/discipline problems.

H. The current Contractor provides the following equipment, which is not owned by the County. The successful contractor will need like equipment to provide services.
(a) Air Compressor
(b) Electric Mig Welder
(c) Weed Trimmer
(d) Power Washer
(e) 3 pt Finish Mower
(f) Zero Turn Mower
(g) Tractor
(h) Back Blade
(i) Snow Blower
(j) Snow Blower Sub Frame
(k) 550 Gallon Waste Fuel Tank
(l) Various hand tools
(m) Kerosene Heater

I. Other. CONTRACTOR shall keep all County tools, equipment, repair parts, and fuel and supplies utilized in the performance of the Agreement inventoried, in good and safe condition, and in good working order.

J. County Responsibilities for the Airport shall include purchase of County equipment repair parts, and fuel supplies (gas, oil, and diesel fuel) necessary to complete required duties. Any damage and our repair needed caused by the contractor shall be paid by the contractor. The Contractor shall not remove any county owned equipment from the local area (Gaylord/Otsego County) without first receiving permission from the county. The Contractor will not modify, change or transfer any county owned equipment without the consent of the county.

In addition, the County shall allow use of its SRE (Snow Removal Equipment) building to the Contractor for use/storage of equipment/vehicles. County has full rights to access and also use the facility.

Aerial Photographs of the Airport can be found in **Appendix E**.

Part 7: Appearance and Conduct of Employees.

A. The Contractor shall furnish each employee for the Airport, and Buildings & Grounds, with appropriate uniforms which shall be worn by said employees at all times while on duty. The uniforms shall have proper identification thereon of the name of the Airport or County and the employee's first name on the front. The uniforms shall be in good repair and appearance. The Contractor may place its company name/logo on one sleeve. Hats will have to have company name or airport name/logo on them only.

B. Employees of the contractor will be required to be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.

C. Employees of the contractor will be prohibited from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician, or while under the influence of alcoholic beverages or controlled substances. All laws and County policies concerning Medical Marihuana/Marijuana must be followed.

Part 8: Insurance/Indemnification

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of $1,000,000.00 per occurrence for property damage and bodily injury, with a $1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

Proof of Insurance must be provided by the Contractor to the County by January 1 of each year of the contract.

The Contractor shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

Part 9: Record Keeping: Audits

CONTRACTOR shall keep complete and accurate fiscal records and shall furnish the County with copies *of* such fiscal records, including CONTRACTOR's audited financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of CONTRACTOR's use of funds paid by the County under this Agreement.

With regard to audits and record keeping related to any contract between the County and any other governmental agency, CONTRACTOR agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

Part 10: Termination

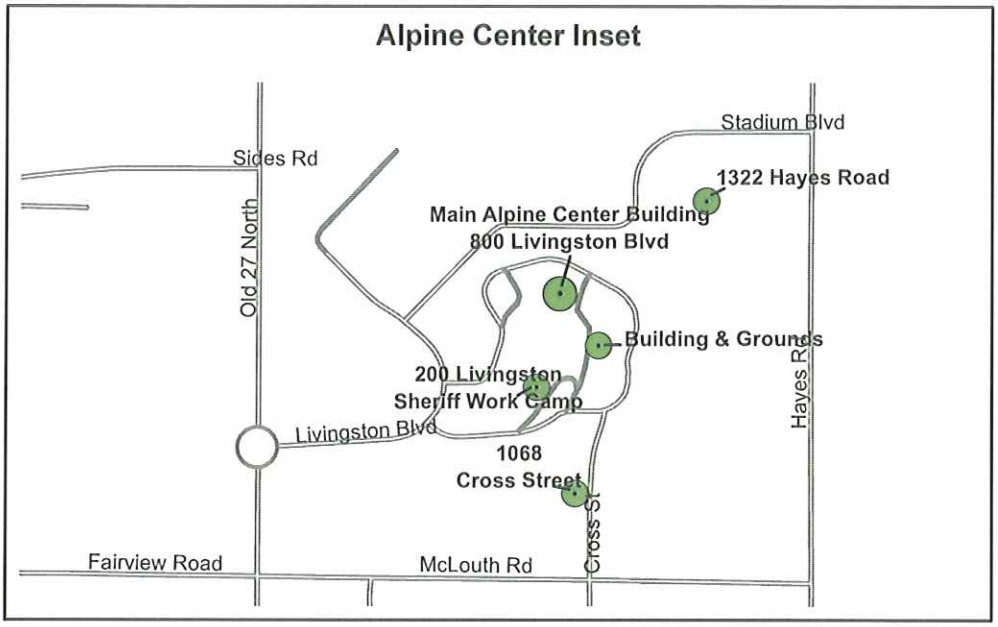
This Agreement may be terminated prior to the expiration of its term as follows:

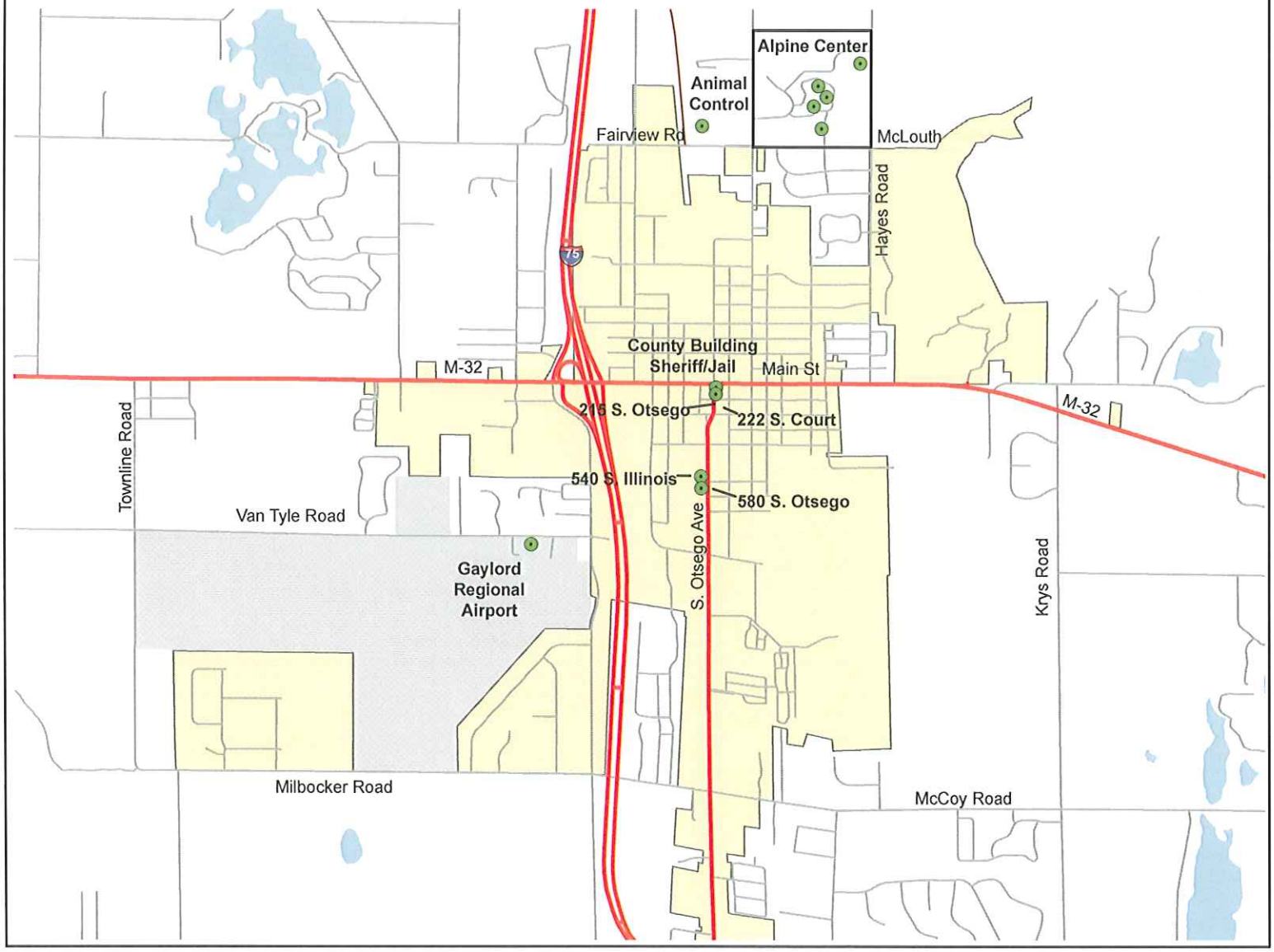
A. By mutual written agreement of the parties; or
B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason the default or breach; or
C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to either party.
D. In the event of termination of Services, the CONTRACTOR will be entitled to the monies provided herein only through the date of termination.

Part 11: Compliance with Law

CONTRACTOR shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable County policies.

APPENDIX A





Otsego County Facilities

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S

APPENDIX B

Alpine Center

Scale: 1" = 500'

Date of Photography: Spring, 2010

N
W E
S

Downtown Courthouse Area

Scale: 1" = 100'

Date of Photography: Spring, 2010

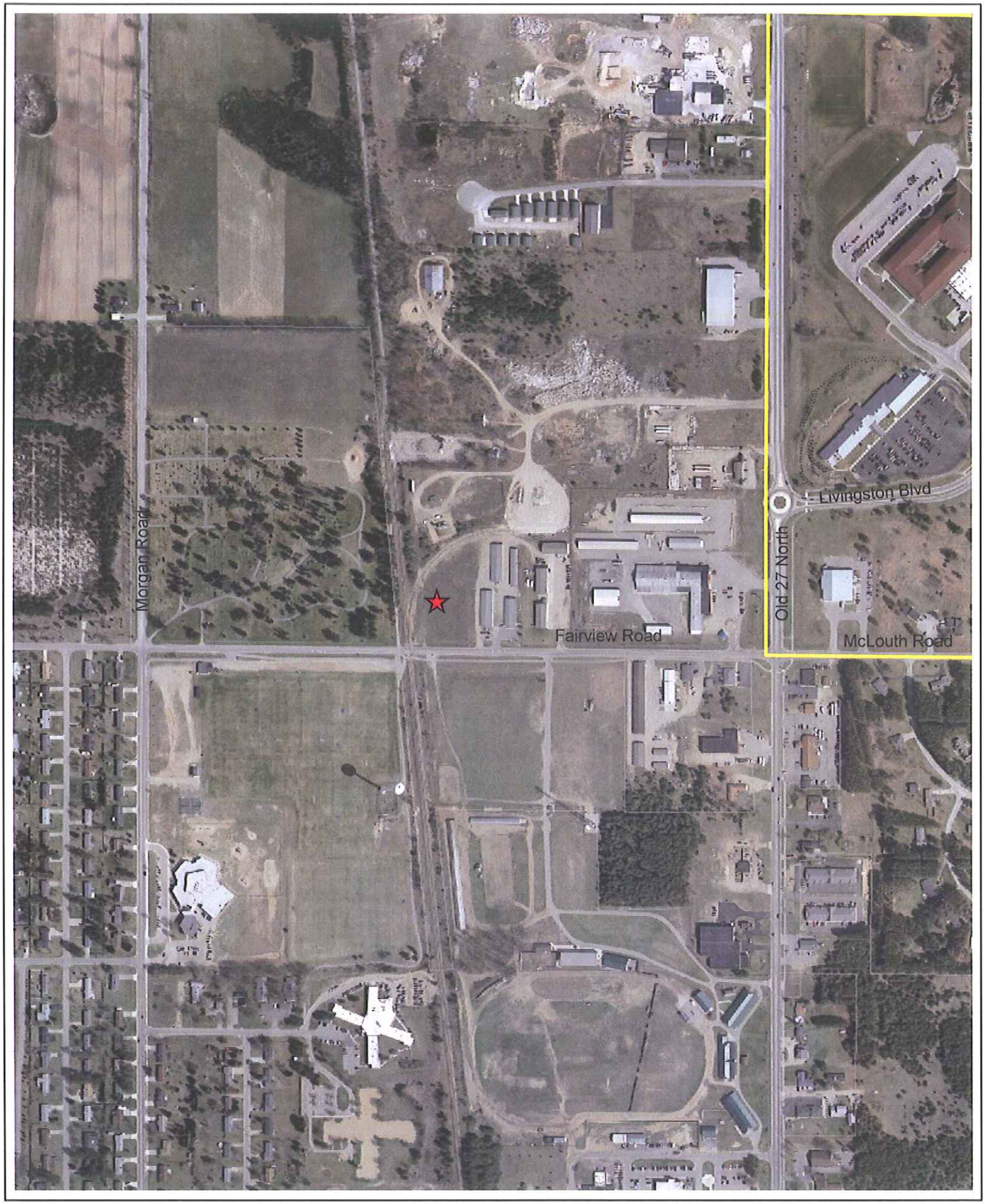
N
W E
S

S. Otsego and S. Illinois

Scale: 1" = 200'

Date of Photography: Spring, 2010

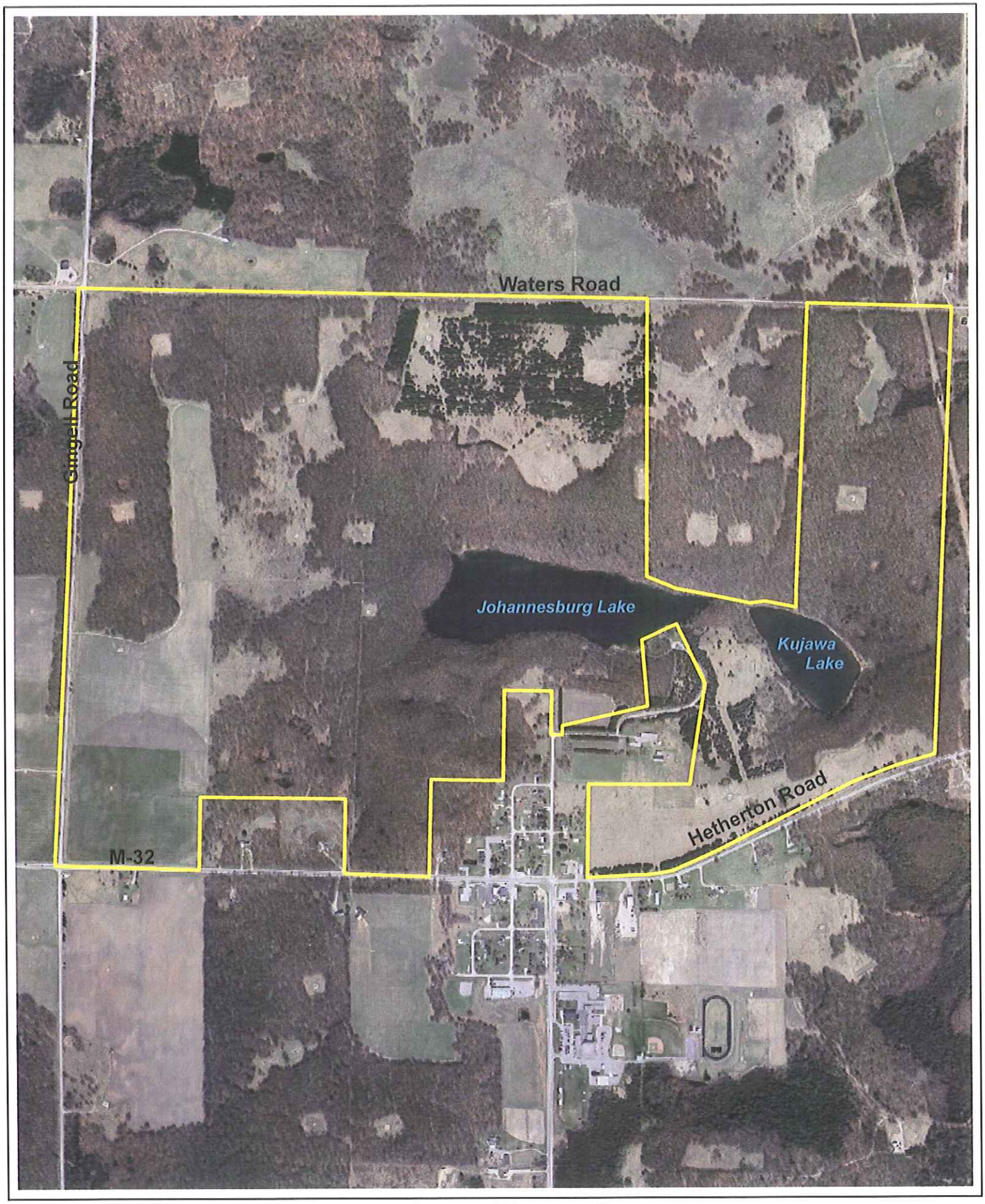
N
W E
S



Animal Control

Scale: 1" = 500'

Date of Photography: Spring, 2010



Louis M. Groen Nature Preserve

Scale: 1" = 1,100'

Date of Photography: Spring, 2010

N
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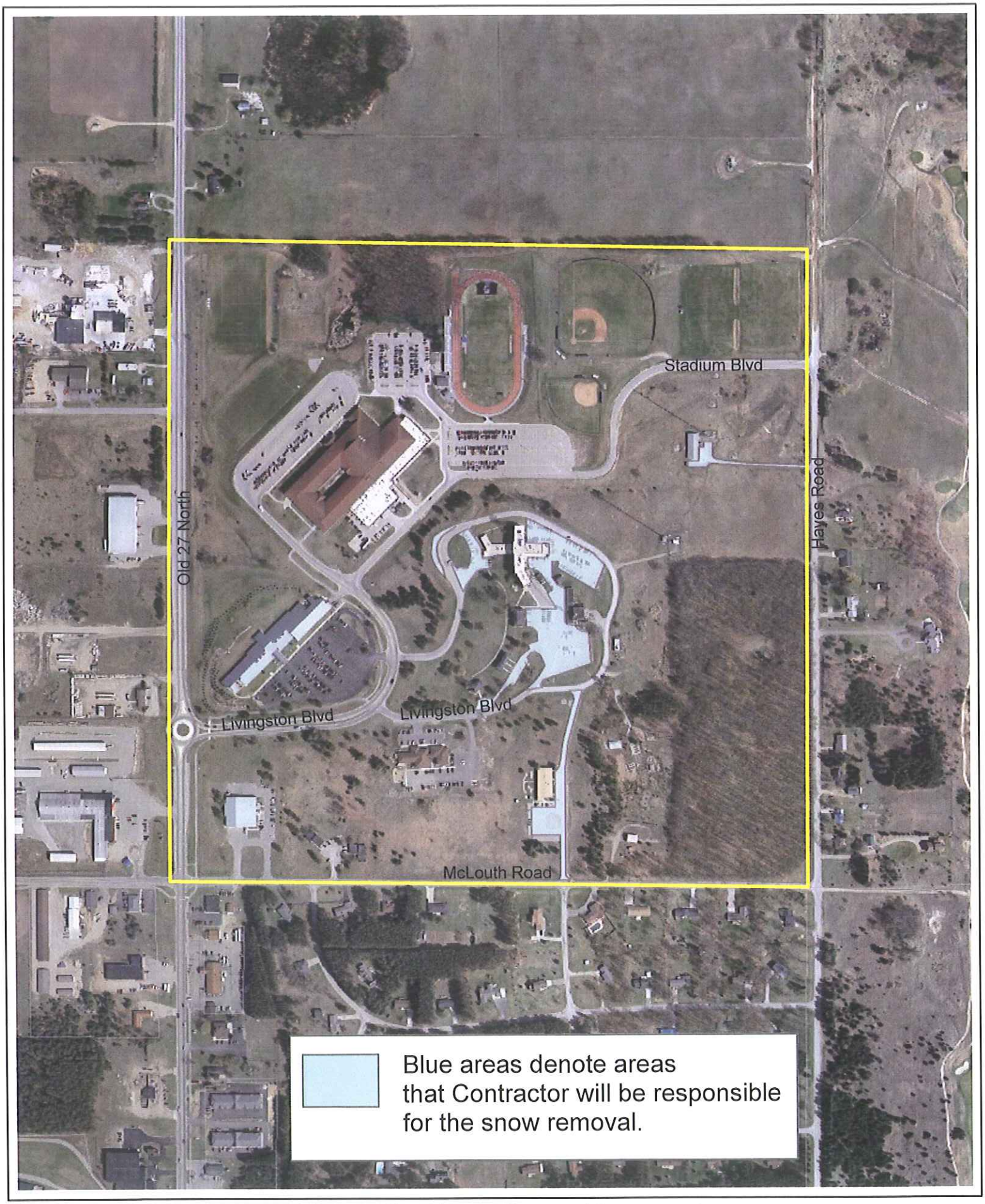
APPENDIX C



Alpine Center - Snow Removal

Scale: 1" = 500'

Date of Photography: Spring, 2010

N
W E
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Downtown Courthouse Area - Snow Removal

Scale: 1" = 100'

Date of Photography: Spring, 2010

N
W E
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S. Otsego and S. Illinois - Snow Removal

Scale: 1" = 200'

Date of Photography: Spring, 2010

APPENDIX D

Alpine Center - Lawn Care

Scale: 1" = 500'

Date of Photography: Spring, 2010

N
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S

Downtown Courthouse Area - Lawn Maintenance

Scale: 1" = 100'

Date of Photography: Spring, 2010

N
W E
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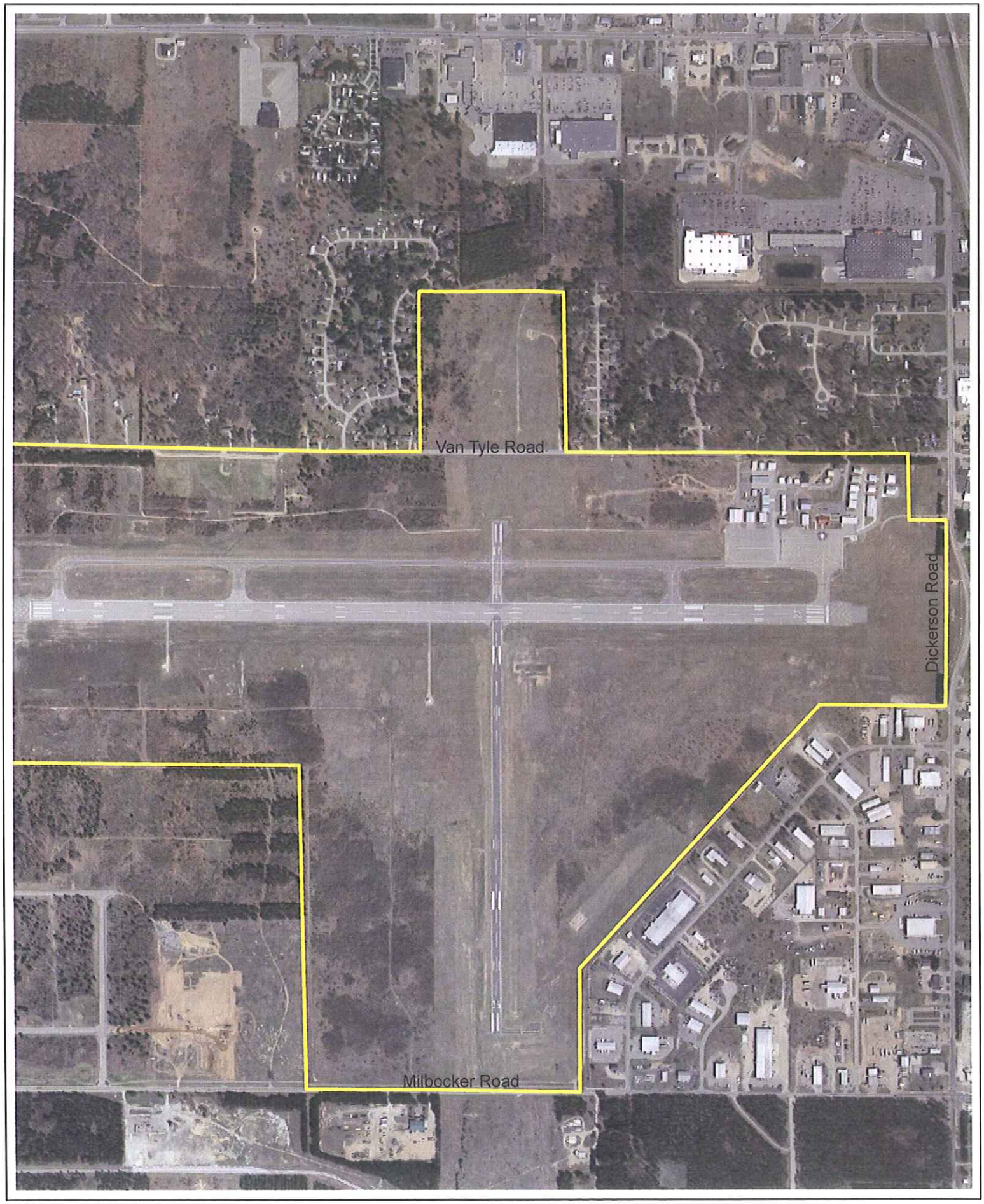
S. Otsego and S. Illinois - Lawn Maintenance

Scale: 1" = 200'

Date of Photography: Spring, 2010

APPENDIX E



Gaylord Regional Airport

Scale: 1" = 1,000'

Date of Photography: Spring, 2010

N
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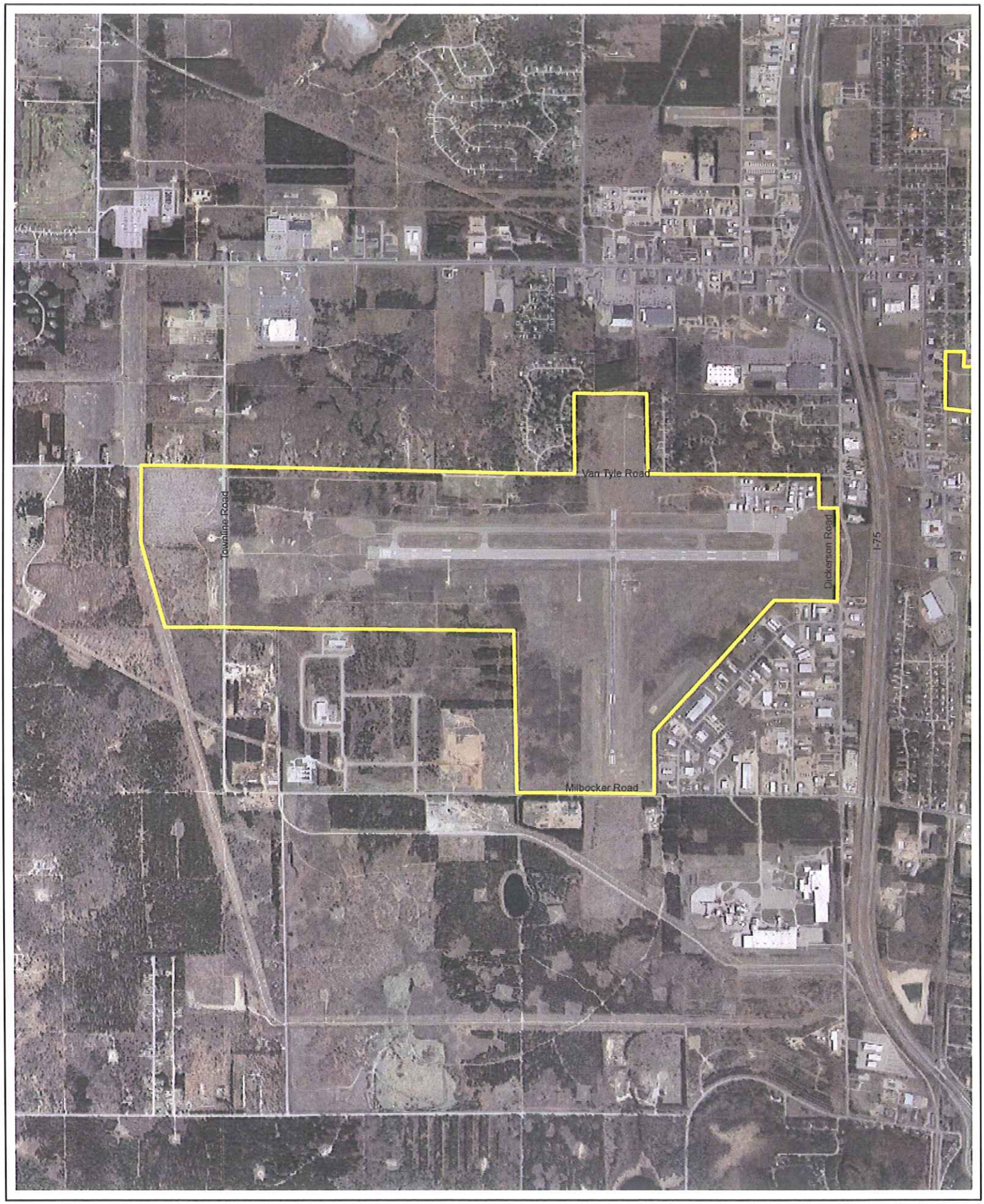

Gaylord Regional Airport

Scale: 1" = 2,000'

Date of Photography: Spring, 2010

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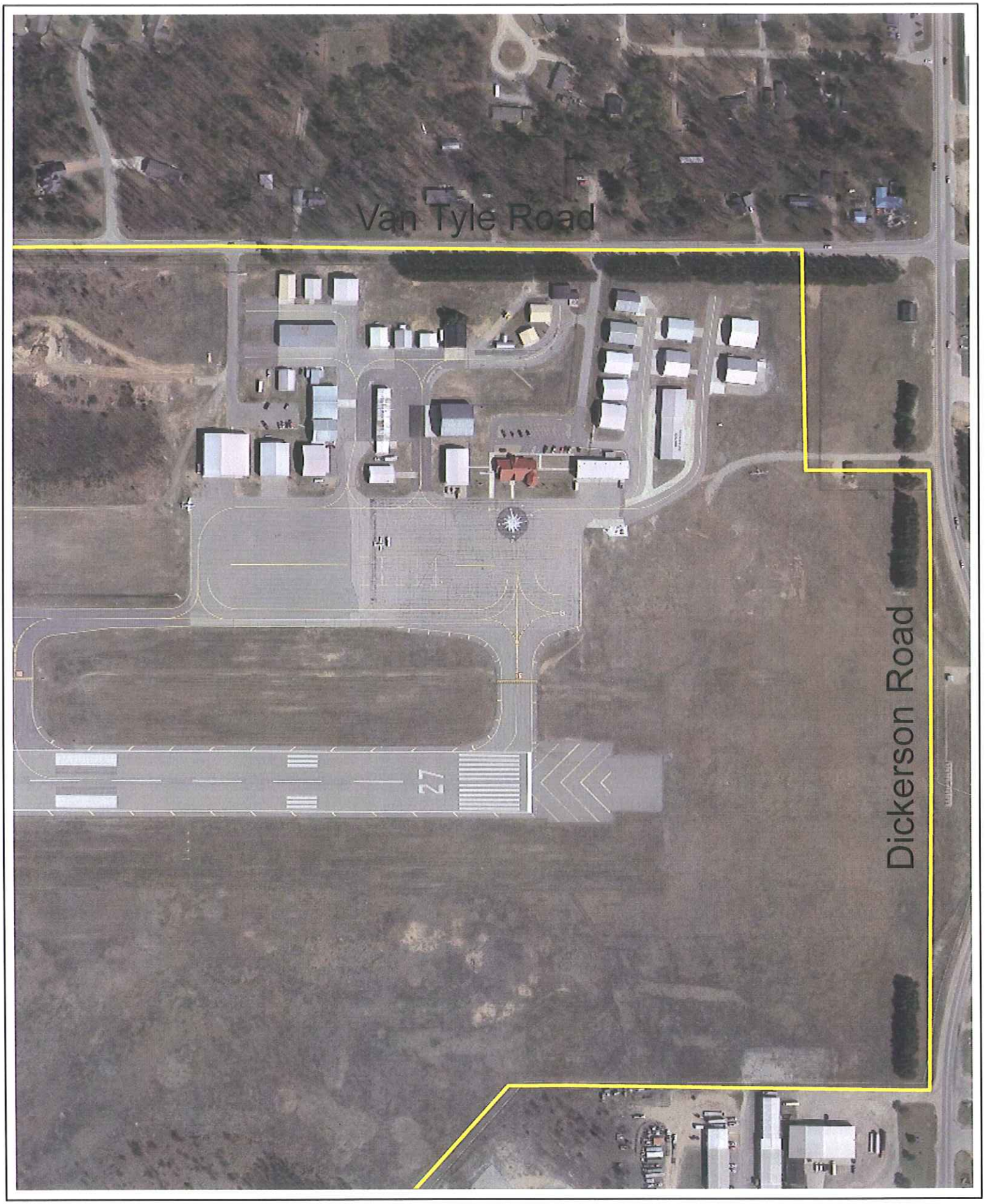

Gaylord Regional Airport

Scale: 1" = 300'

Date of Photography: Spring, 2010

N
W E
S

OTSEGO COUNTY BID FORM

The undersigned proposes to furnish services in accordance with specifications listed in the attached bid document.

2013 Total Cost $ _____

2013 Airport Portion $ _____

2013 Building & Grounds Portion $ _____

2014 Total Cost $ _____

2014 Airport Portion $ _____

2014 Building & Grounds Portion $ _____

2015 Total Cost $ _____

2015 Airport Portion $ _____

2015 Building & Grounds Portion $ _____

Submitted Certificate of Insurance with bid _____ yes _____ no

Visited site to view project _____ yes _____ no

Submitted references with bid _____ yes _____ no

Provided cost breakdown referenced above _____ yes _____ no

Bidder initialed each page of the RFP _____ yes _____ no

COMPANY NAME: _____

ADDRESS: _____

_____

SIGNATURE: _____

SIGNATORY NAME (Printed):_____

TITLE: _____

TELEPHONE: _____

EMAIL (if any): _____

FAX: _____

DATE: _____

Otsego County
Office of the County Administrator
225 West Main Street • Gaylord, Michigan 49735
989-731-7520 • Fax 989-731-7529

Clarification/Addendum #1

Request for Proposal
Airport/Building & Grounds Services
Gaylord, MI

RFP 2012-08

August 28, 2012

Dear Vendor:

Thank you for your participation in Otsego County's Request for Proposal process for Bid 2012-08, for Services at the Gaylord Regional Airport and Otsego County Building & Grounds in Gaylord, Michigan.

We have prepared a Clarification Notice Number One (1) to the RFP to provide clarification pertaining to the following questions:

Question 1: Under Part 6: Services Provided by Contractor, Gaylord Regional Airport, D. Aircraft Fueling and Certain Other Services, #3. Is the Contractor responsible for the cost of runway/taxiway light bulbs, transformers, and regulators?

Response: No. Under J. County Responsibilities for the Airport in the same section, you will see that the County is responsible for equipment repair parts for the Airport, which does include the light bulb, transformers, and regulators.

Addendum 1: Under Part 6: Services Provided by Contractor, Gaylord Regional Airport, D. Aircraft Fueling, the first paragraph of the section is being replaced with the following:

> 'Contractor shall keep complete and accurate fiscal records related to services provided by Contractor to Otsego County, and shall be provided to the County at its Request.'

If you have any questions on this Clarification or on any other aspects of the Request for Proposal, please contact me at (989) 731-7527, Fax (989) 731-7529 or Email at jburt@otsegocountymi.gov.

Respectfully,

John Burt
County Administrator