

## **SAWYER INTERNATIONAL AIRPORT REQUEST FOR PROPOSALS – SECURE AREA ELECTRIC AND WALL UPGRADES**

The County of Marquette, Sawyer International Airport, seeks proposals from qualified firms for Construction Services related to Secure Area Electric and Wall Upgrades. Proposals must be submitted no later than 2:00 p.m. local time, Friday, August 12, 2022. Proponents shall submit the all the documents under **FORM OF RESPONSE** in this Request for Proposal (RFP) by mail or in person in a sealed envelope, which identifies the proponent and states “Sawyer International Airport, Secure Area Electric Upgrades” on the outside of the envelope. Proposals must be delivered to: Airport Services Center, 125 G Avenue, Gwinn, Michigan 49841. Proposals will be publicly opened and read aloud at the date, time, and place mentioned above.

### **PRE-PROPOSAL MEETING**

There is a **pre-proposal meeting** scheduled for August 8, 2022 at 10:00 am local time at Sawyer International Airport Passenger Terminal. Prospective bidders must have company representative sign the pre-proposal sign-in sheet to be eligible to submit a proposal.

### **SCOPE OF WORK**

The scope of work shall include:

1. Contractor shall complete the following sections of the Attachment 1: *Screening Equipment Deployment Services* plans:
  - a. Remove section of existing wall and save.
  - b. Provide and install new wall section to proposed location of private screening booth.
  - c. Provide and install electrical supply.
  - d. Move private screening booth to new location.
  - e. Additional information to be discussed at pre-proposal meeting. An addendum may be issued to clarify scope of work.
2. Contractor shall restore remaining building to preexisting conditions. Contractor shall remove and dispose of all other demolition debris from the project.
3. Contractor shall remove and dispose of all trash from work site.
4. Contractor shall clean area and restore any additional areas or systems disturbed by project activities to the original condition.

### **PROJECT REQUIRMENTS**

1. All work shall be accomplished in accordance with all applicable Federal, State and local codes.
2. The contractor shall be responsible to acquire all permits required for the project.

3. Workmanship and materials to be warranted for five years from project completion.
4. Sawyer International Airport has security measure that require identification badges for all personnel. This will require a background check, security threat assessment and a short training session. The airport will not charge for issuing badges for this project. Time required for completing applications and attending classes shall be included in lump sum price.
5. The work is in the secure area of the airport terminal and must be completed when the area is not being used. Work hours will be between 12:00 am and 5:00 am All tools and loose materials will need to be removed from secure area each day. The Airport will have room available for staging and storage of materials during the project.
6. Contractor shall have a foreman on site and maintain a daily list of employees on site. Such list shall be made available to Director of Operations or Airport Manager upon request. The Contractor shall provide a 24 hour contact number during the project.
7. This project is funded by The America CARES Act contractor shall comply with the applicable requirements is Attachment 2 and submit certification as part of proposal.

Only the items on the proposal form will be pay items. Respondents should include all mobilization, labor, equipment, materials, testing, borings, travel, reproductions, etc. under each item.

Conditional proposals will not be accepted. All questions submitted in writing by August 9 will be answered by addendum by August 11, 2022. Questions may be submitted by facsimile or e-mail.

## CONTACT PERSON

The sole point of contact for this RFP is:

Duane DuRay  
Director of Operations  
Airport Services Center  
125 G Avenue  
Gwinn, Michigan 49841  
Telephone: 906/346-3308 Extension 3138  
Facsimile: 906/346-3309  
[dduray@mqtco.org](mailto:dduray@mqtco.org)

**Request for Information from Plan Houses** shall be by e-mail to [dduray@mqtco.org](mailto:dduray@mqtco.org) . County will not respond to telephone requests.

## TIME SCHEDULE

Project shall be completed by August 29, 2022. Ligated damages will be assessed at \$1000/day for extension of work not attributable to Airport.

## INSURANCE DOCUMENTS

Respondents must be able to meet the County of Marquette's insurance standards as set forth in the attached description of required coverage.

## FORM OF RESPONSE

Prospective bidders shall submit the following items by mail or in person in a sealed envelope, which identifies the proponent and states "Sawyer International Airport Secure Area Electric Upgrades" on the outside of the envelope by **August 12, 2022 by 2:00 pm EDT** when they will be publicly opened and read aloud. Proposals must be delivered to: Airport Services Center, 125 G Avenue, Gwinn, Michigan 49841.

1. Verifiable experience on projects of similar size and scope. Submit project information and contacts for 2 to 3 projects.
2. Proof of ability to meet County of Marquette professional liability insurance requirements. Submit a copy of current insurance certificate.
3. Proposal response form with lump sum not-to-exceed price for providing the labor and materials described in this RFP.
4. America CARES Act Certification (Attachment 2)

Price must be firm for sixty (60) days.

## PAYMENTS TO CONTRACTOR

Invoices for work completed and materials stored on site may be billed monthly with a 5% retainer held until successful completion of project. Contractors shall submit certified payrolls for the work being invoiced.

## SELECTION

The County of Marquette will award the work to the firm having the combination of price, qualifications, experience, and scheduling most advantageous to the County. The County reserves the right to reject any or all proposals and to wave irregularities in the proposals.

**PROPOSAL FORM**  
Secure Area Electric Upgrades

Proponent Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

FAX:

\_\_\_\_\_

AUTHORIZED SIGNATURE AND TITLE

\_\_\_\_\_

TOTAL LUMP SUM AMOUNT

\$ \_\_\_\_\_

Written Amount

\_\_\_\_\_ dollars

\_\_\_\_\_

Bidders must acknowledge by signature, receipt of addenda if issued.

*(ADDENDUM TO CONTRACT: CONTRACTORS, listing County of Marquette insurance requirements are part of the RFP and do not need to be recorded on proposal form)*

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

## Attachment 2

### **AMERICA “CARES ACT” REQUIRMENTS AND CERTIFICATION**

This project is federally funded and requires compliance with federal guidelines, please see the additionally requirements.

- All work shall be accomplished in accordance with all applicable Federal, State and local laws and regulations.
- The contractor shall be responsible to acquire all permits (if any) required for the project.
- Affirmative Action (41CFR part 60-4)
- Civil Rights – Title VI Assurance (49 USC § 47123 FAA Order 1400.11)
- Davis Bacon Requirements (29 CFR Part 5)
- Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
- Disadvantaged Business Enterprise (49 CFR part 26)
- Trade Restriction Certifications (49 USC § 50104, 49 CFR part 30)
- Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **TRADE RESTRICTION CERTIFICATION**

The BIDDER must complete the following certification statements. The BIDDER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Date \_\_\_\_\_ Signature \_\_\_\_\_

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

**MARQUETTE COUNTY,  
SAWYER INTERNATIONAL AIRPORT  
Secure Area Electric Upgrades**

THIS AGREEMENT is made this \_\_\_\_\_, between the COUNTY OF MARQUETTE, (hereinafter referred to as “County”), with offices at the County Courthouse Complex, 234 W. Baraga Avenue, Marquette, Michigan 49855, and \_\_\_\_\_ (hereinafter referred to as “Contractor”) with offices at \_\_\_\_\_:

WHEREAS, the County wishes to complete Secure Area Electric Upgrades, and wishes to retain the services of the Contractor to accomplish this work;

NOW, THEREFORE, the County and Contractor agree as follows:

**A. SCOPE AND NATURE OF WORK**

The Contractor shall provide all labor, tools, materials, equipment, transportation, and all incidental supplies necessary to complete the work as listed in the attached Exhibit 1, *REQUEST FOR PROPOSALS – (RFP) Secure Area Electric Upgrades*.

**B. TRADE STANDARDS**

The Contractor shall complete the work in compliance with all applicable trade standards and all applicable Federal, State and local codes and regulations.

**C. COMPLETION TIME**

The Contractor shall complete the work in a timely and workmanlike manner, but in no case later than August 29, 2022.

**D. PERMITS**

The Contractor shall obtain and pay for all applicable permits and notifications for this project.

**E. PAYMENT**

The County agrees to pay the Contractor the sum of \$\_\_\_\_\_ within thirty (30) days after satisfactory completion of the project and all required inspections and approvals. Partial payment request may be submitted for work completed and materials stored on site with a 5% retainer until completion.

## F. SAFETY MEASURES

The Contractor shall be responsible for the implementation and maintenance of safety measures in the areas where work is being performed including but not limited to:

Adequate measures to prevent access to the work area by unauthorized persons.

## G. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are included in to hereto as Exhibit 1, *REQUEST FOR PROPOSALS – (RFP) Secure Area Electric Upgrades* are incorporated in, and made a part of this Agreement as thoughtfully set forth herein.

## H. INSURANCE AND INDEMNIFICATION

The Insurance and Indemnification provisions contained in the attached “EXHIBIT 2” are incorporated in, and made a part of this Agreement as thoughtfully set forth herein.

## I. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor is an independent contractor, and that its employees, servants and agents shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the County. The Contractor’s employees, servants, and agents shall not be entitled to any fringe benefits from the County such as, including but not limited to health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity pay. The Contractor shall be responsible for paying any salaries, wages, or other compensation due to its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including but not limited to income, social security and unemployment taxes to the proper Federal, State and local governments. The Contractor shall carry Worker’s Compensation insurance coverage for its employees as required by law and shall provide the County with proof of such ongoing coverage.

## J. Warranties

Contractor to warranty work for one year. All manufacturers’ written warranties, for any material used in this project are to be provided to the County upon completion of the project.



ENTIRE AGREEMENT

The County and the Contractor agree that this document and all exhibits attached hereto constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

COUNTY OF MARQUETTE,

CONTRACTOR,

\_\_\_\_\_  
Gerald Corkin, Chairman  
Marquette County Board of Commissioners

## ADDENDUM TO CONTRACT (INSURANCE REQUIREMENTS)

### LIABILITY INSURANCE

The 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, employees, volunteers, or subcontractors.

### INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.
4. Professional Liability (Errors & Omissions).

### LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.
4. Professional Liability (Errors & Omissions): \$1,000,000 per occurrence.

### DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by the County.

### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:
  - a. The County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or

borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, employees, elected and appointed officials, and volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by the County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, agents, employees, elected and appointed officials, and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. Contractor hereby releases County from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.
- b. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

**ACCEPTABILITY OF INSURERS**

Unless otherwise approved by the County, insurers must be identified as authorized and eligible by the Michigan Insurance Bureau. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

**CERTIFICATES/ENDORSEMENTS OF INSURANCE**

Contractor shall furnish the County with certificates of insurance and with any and all original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The said certificates and endorsements shall be forwarded with the contract number to the individual identified below:

**CONTRACT NUMBER** \_\_\_\_\_  
Molly Strohm, Risk Manager  
234 West Baraga Avenue  
Marquette, MI 49855  
(906) 225-8165 or Fax (906) 225-8155

### ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by the County does not waive the insurance requirements provided in the foregoing paragraphs. Should the County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify the County for any such loss. This indemnification shall occur regardless of whether or not the County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

### ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that the County of Marquette shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents, and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.