

Attachment A

REQUEST FOR PROPOSALS Northwest Regional Airport Authority

I. Introduction

The Northwest Regional Airport Authority (NRAA) is requesting bids for **Aircraft Rescue and Firefighting (ARFF) Service** to supplement the ARFF Service provided by the City of Traverse City Fire Department at the Cherry Capital Airport, 727 Fly Don't Drive, Traverse City, MI 49686.

II. Intent

The NRAA is seeking services beginning **June 15, 2023**, through **October 31, 2023**, provided the services rendered are in keeping with the standards set and determined by the NRAA. This period may be extended by the NRAA for an additional term as necessary. The proposal form is attached.

III. Examination of Bidding Documents, Other Related Data, and Site

On request, the NRAA will provide a bidder access to the site to conduct examinations, investigations, explorations, tests, and studies as bidder deems necessary for submission of a bid.

It is the responsibility of each bidder before submitting a bid to:

1. Examine and carefully study the bid documents, including any addenda and the other related data identified in the bidding documents.
2. Visit the site and become familiar with and satisfy bidder as to the general, site conditions that may affect cost, progress, and performance of the work.
3. Become familiar with and satisfy bidder as to all federal, state, and local laws, rules, codes, and regulations that may affect cost, progress, or performance of the work.
4. Obtain and carefully study (or assume responsibility for doing so) all data concerning conditions at the site which may affect cost, progress, or performance of the work or which relate to any aspect of the materials, means, methods, techniques, sequences, and procedures of performance to be employed by bidder, including any specific materials, means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents, safety data sheets, and safety precautions and programs incident thereto.
5. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and

within the times and in accordance with the other terms and conditions of the bidding documents.

6. Become aware of the general nature of the work to be performed by the NRAA and others at the site that may affect or relates to the bidder's work.
7. Correlate the information known to bidder, information and observations obtained from visits to the site.
8. Promptly give the Chief Operating Officer written notice of all conflicts, errors, ambiguities, or discrepancies that bidder discovers in the bidding documents and confirm that the written resolution thereof by the Chief Operating Officer is acceptable to bidder; and
9. Determine that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this Paragraph III, that without exception the bid is premised upon performing and furnishing the work required by the bidding documents and applying any specific materials, means, methods, techniques, sequences, and procedures of performance that may be shown or indicated or expressly required by the bidding documents, that bidder has given the Chief Operating Officer written notice of all conflicts, errors, ambiguities, and discrepancies that bidder has discovered in the bidding documents and the written resolutions thereof by the Chief Operating Officer are acceptable to bidder, and that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

IV. On-site Inspection

A mandatory on-site inspection will be held on **April 19, 2023, at 9:00 A.M.** at the Cherry Capital Airport Administration Office. 727 Fly Don't Drive, Traverse City, MI 49686. Located on the second floor of the terminal building. During the inspection the contractor will have an opportunity to view the facility.

V. Performance Specifications

Please indicate in your proposal how your company will meet the following:

The contractor agrees to provide a sufficient number of personnel trained, or who can be trained prior to the commencement of their services at the Airport, to supplement ARFF services provided by the City of Traverse City Fire Department ("City Fire Department") at the Airport so that the Airport meets the ARFF requirements of an "Index C" airport for air carrier operations as required by the FAA; and specifically to meet the minimum requirements which will qualify the Airport under Federal Aviation Regulation Part 139, Sections 315, 317, and 319, all of which shall be performed by the contractor as specified in this Agreement and the addenda thereto. All personnel provided to NRAA pursuant to this

Agreement shall be exclusively dedicated to NRAA services during the time each is assigned to fulfill this Agreement. If the contractor is unable to provide a of qualified firefighter personnel to fulfill its obligations under this Agreement, then the Agreement may be terminated as described in the contract.

Because the contractor personnel will have access to secure areas of the Airport, each individual assigned to the Airport must undergo fingerprint based criminal history records check and otherwise qualify under 49 CFR part 1542, and as amended.

Space available in the Aircraft Firefighting and Rescue building will be assigned to the contractor for storage of equipment and supplies, which will be used in the performance of the contract. The contractor shall keep this space in a neat and orderly condition. The NRAA will not be responsible in any way for damage to the contractor's stored supplies, material, or equipment, or the contractor's employee's personal belongings.

The Contractor acknowledges that its performance of this Agreement constitutes an essential municipal function on behalf of the NRAA. The Contractor shall provide firefighting staffing to NRAA as follows: The Contractor shall provide a minimum of one (1) trained personnel 13 hours per day or the minimum number of hours necessary to supplement the ARFF services provided by the City Fire Department at the Airport to meet the ARFF requirements of an "Index C" airport for air carrier operations for each day of each month this Agreement remains in effect. In the event that ARFF requirements for the minimum number of hours fall below 13 hours per day, this Agreement may be modified by the NRAA.

The Contractor shall develop reporting forms acceptable to NRAA, including training records, logbooks, and other records relating to ARFF functions. These records shall be kept on Airport premises and made readily available for inspection by Airport administration and the FAA during normal business hours. The report shall include all accidents, incidents, safety inspections, and any safety violation relating to ARFF occurring at the Airport. Incident forms acceptable to the State Fire Marshal shall also be completed. The Contractor shall ensure that proper log entries are made and that the reports are submitted as required to the Chief Operating Officer. All forms must be acceptable to the FAA.

All radios installed in the Airport vehicles, equipment, and buildings shall be used only in accordance with the rules and regulations issued by the FAA, the Federal Communications Commission, and the NRAA.

The Contractor shall remove from duty, subject to applicable law, any employee who is not properly trained or who is in any way deficient or delinquent in any of the terms and conditions of this Agreement, and upon such removal, the Contractor shall replace such removed employee with one who is fully qualified.

Subject to applicable law, consumption of alcoholic beverages by ARFF personnel during the performance of their duties is prohibited and use of such beverages during duty hours shall cause the immediate removal by the Contractor of any ARFF employee. Under no circumstances may any ARFF employee use or consume any alcohol nine (9) hours prior to or during work time, during work breaks, or during the lunch hour when such employee will or may be reasonably expected to be back on the job at his or her workstation immediately following such work break or luncheon. Use of mood-altering chemicals such as barbiturates, narcotics, amphetamines, hallucinogens, and marijuana will be grounds for removal of employee. The only exception to this policy shall be when taking a prescribed medication at the prescribed dosage while under the care of a physician, provided such medication does not impair the ARFF employee's ability to perform his duties, and the employee has notified his immediate supervisor.

The Contractor shall require all ARFF employees to submit to the pre-employment physical required by the NRAA as a condition of employment and shall also require yearly physicals for its existing personnel.

The Contractor and its personnel are specifically prohibited from issuing or making any public statements to media regarding incidents which arise on Airport property except when requested and directed to do so by the Chief Executive Officer.

The Contractor shall be responsible, subject to applicable law, for the removal of debris, snow, and ice around the ARFF station which would interfere with operational effectiveness.

The Contractor shall supply bed coverings, pillows, blankets, and sheets for its employees if they are desired.

In cooperation with the City Fire Department, the Contractor shall respond to ARFF emergencies which occur on Airport property within the time frame specified in FAR Part 139, including but not limited to, the following:

- A. Crash/fires involving any aircraft within the Airport boundary
- B. Fire occurring in any hangar within the air operations area (within the security fence).
- C. Crash/fires involving the terminal building.
- D. Aviation fuel spillage.
- E. First aid.
- F. Use of automatic defibrillator.
- G. Medical response to the terminal building, and aircraft within the airport boundary.
- H. The Contractor shall further respond as directed by the Chief Executive Officer, and/or his designees, to any emergency the

Chief Executive Officer may designate, provided, however, the scope of the Contractor's responsibilities under the provisions of this paragraph may be more specifically defined in a comprehensive ARFF plan developed by the Chief Executive Officer and the Contractor. A copy of the existing Airport emergency plan is available for viewing at the office of the Chief Operating Officer.

The Contractor shall ensure that adequate ARFF personnel are available to meet minimum response times in emergency situations as provided for in FAR Part 139.

The Contractor shall regularly and routinely inspect Airport premises from the standpoint of fire or hazard potential in accordance with FAR 139.321(B) and recommend corrective action whenever necessary.

The Contractor shall store and control on site all necessary materials required to satisfactorily perform the duties and tasks identified.

The Contractor shall be responsive to the Airport emergency plan as it applies to ARFF functions in the following areas:

- A. Off-Airport response if approved by Chief Executive Officer or designee.
- B. Aircraft incident and accident.
- C. Personal injury and illness.
- D. Bomb incidents including threats or hoaxes.
- E. Disabled aircraft.
- F. Structural fires and fuel farm fires.
- G. Natural disasters.
- H. Sabotage, hijack/air piracy incidents and unlawful interference to civil aviation.
- I. Radiological, chemical, and biological incidents.
- J. Mutual aid plans.
- K. Hazardous materials.
- L. Water rescue situations.
- M. Power failure.

Contractor employees assigned to the Airport shall be trained to hazardous material operations and respond to all fuel spills on the Airport.

The Contractor shall ensure that ARFF vehicles, radios, and the alarm are tested every day. All discrepancies shall be reported to the Chief Operating Officer or designee.

The Contractor shall enter into a mutual aid agreement, or such other agreement as may be required with the City of Traverse City outlining the terms and

conditions for the Contractor and the City Fire Department to assist each other in providing ARFF services at the Airport. The City Fire Department shall serve as Incident Commander.

Staffing and Training Requirements

To provide the services required, the Contractor shall assign to the Cherry Capital Airport the follow positions:

- A. Firefighters as set forth in the agreement.
- B. (1) training officer at the Contractor's discretion, this person may not be exclusively dedicated to NRAA. All personnel assigned to the Airport must meet all minimum requirements necessary for employment by the Contractor. All personnel shall wear uniforms. Uniform appearance shall be acceptable so long as first approved by the Chief Operating Officer.

Training

All personnel employed by the Contractor shall be fully trained in aircraft crash, fire, and rescue duties. Such personnel shall be fully trained in the application of local, state, and federal regulations. The Contractor's employees shall be trained to ensure maximum efficiency for the duties assigned. The Contractor shall develop an on-going, continuous training program keeping precise records as to what training has transpired, course materials used, hours, dates, and attendance records. Such records shall be kept for each individual and made available to the Chief Operating Officer or designee on request. The Contractor shall establish a training and familiarization program for all Airport ARFF personnel in the following areas which may be reviewed with the Chief Operating Officer:

1. Airport Familiarization.
2. Aircraft Familiarization.
3. Rescue and firefighting personnel safety.
4. Emergency communications systems on the Airport, including fire alarms.
5. Use of the fire hoses, nozzles, turrets, and other appliances required for compliance with this part.
6. Application of the types of extinguishing agents required for compliance with this part.
7. Emergency aircraft evacuation assistance.
8. Firefighting operations.
9. Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting.
10. Aircraft cargo hazards, including hazardous materials/dangerous goods.

11. Familiarization with Fire Fighters duties under the airport emergency plan.

The training program shall include classroom studies and on-the-job training. Individual personnel files and records indicating type, extent, and dates of training received will be maintained. All rescue and firefighting personnel must participate in at least one live fire drill every 12 months. All on-duty ARFF employees shall be required to participate in each drill.

Once a year, the Airport will provide a live fire drill. To the extent it can be scheduled, the live fire drill shall utilize a mobile fire training unit for so long as the FAA approves that this unit meets the requirements for Index A, B and C airports. The Airport will pay for the unit, the instruction and fuel for the live fire training. The Contractor may recommend an alternate method for meeting the annual live fire training; however, it must be approved by the Chief Executive Officer. If a new hire starts prior to this drill, the Contractor will provide for the live fire training at an approved FAA school.

The personnel on duty during air carrier operations must be trained and current in basic emergency medical care. This training shall include 40 hours covering at least the following areas:

1. Bleeding.
2. Cardiopulmonary resuscitation.
3. Shock.
4. Primary patient survey.
5. Injuries to the skull, spine, chest, and extremities.
6. Internal injuries.
7. Moving patients.
8. Burns.
9. Triage.

All Contractor employees must meet FAA and State of Michigan requirements for firefighting responsibilities as outlined in this specification.

Additionally, all employees must be trained in the following areas of airport operations as they relate to the Contractor duties:

1. Fuel farm, fuel tank, and fuel truck inspections.
2. Security requirements.

Janitorial duties within areas under control of the Contractor in performance of this Agreement.

Vehicle Description and Maintenance

1. The NRAA shall provide the following equipment to the Contractor for use in performance of this Agreement:
 - A. Not less than five structural or proximity suits.
 - B. Vehicle Radio Equipment; and
 - C. Two ARFF Vehicles (currently a 2001 Oshkosh 1500 gallon and a 2006 Oshkosh 3000 gallon).

The NRAA will pay for utilities at the ARFF facility except for business telephone and internet service required by the Contractor.

The Contractor is responsible to maintain the ARFF vehicles in the following manner:

- A. The Contractor shall in cooperation with the City Fire Department establish a schedule and log to wash and clean the two (2) vehicles used for ARFF at least once each week or more frequently as required.
- B. For the two (2) ARFF vehicles provided by the NRAA, the Contractor shall provide first line preventative fire equipment maintenance, to include but not be limited to, servicing and upkeep except for major maintenance. The Contractor's maintenance responsibility is as follows:
 - (1) Preventive maintenance on a recurring basis as agreed upon by the parties.
 - (2) Establishing a driver's daily checklist for vehicles (to include all firefighting equipment carried on the vehicle).
 - (3) General cleaning of all vehicles.
- C. A schedule for pump testing shall be developed by the Contractor, but these tests will be paid for by the NRAA.

Materials

A listing of the chemicals is to be maintained and kept current and on file within the main office. Included with this information shall be the Safety Data Sheets for all products used.

The NRAA will supply the contractor with the required amounts of restroom supplies such as toilet tissue, roll towel, center fold towel air fresheners, and soap/sanitizer for dispensers.

Work Time and Staffing

The Contractor acknowledges that its performance of this Agreement constitutes an essential municipal function on behalf of the NRAA. The Contractor shall

provide firefighting staff to NRAA as follows: The Contractor shall provide a minimum of one (1) trained personnel 13 hours per day or the minimum number of hours necessary to meet the ARFF requirements of an "Index C" airport for air carrier operations for each day (Thursday through Monday) this Agreement remains in effect. If days or times change, or ARFF requirements for the minimum number of hours fall below 13 hours per day, the Agreement may be modified.

Successful bidders and/or employees will be required to submit to a fingerprint criminal history record check. The cost of the criminal history record check will be that of the successful bidder. All employees must successfully pass and comply with all security training.

All employees shall wear a uniform that is easily recognizable, appear groomed and professional, and display the company name. Uniforms shall be approved by the NRAA prior to first use. Jeans will not be allowed. The contractor is responsible for all costs associated with the uniform purchase/rental.

Keys will be signed out from an Airport Representative. Any costs associated with keys being lost shall be the responsibility of the successful bidder including replacement of locks in the entire terminal building and/or fire station.

The contractor shall supply, at contractor's expense, a landline or cell phone to be carried by one of the firefighters at all times while on duty to allow airport operations personnel to contact the firefighter for any reason. The contractor shall supply an 800-megahertz radio to be carried and programmed with the appropriate frequencies.

The contractor's employees shall call airport operations to check in and out daily at the beginning and end of each shift.

The NRAA shall have the authority to request removal from the work site any of the contractor's employees the NRAA deems to be incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment at the airport the NRAA determines is not in the best interest of the Airport.

References

A reference list and brief company history should be attached to proposal.

VI. Insurance

The Contractor shall maintain insurance in companies approved to do business in the State of Michigan for the protection of the NRAA and the City of Traverse City and naming them as additional insureds against claims, losses, costs or expenses arising out of injuries or deaths of persons, or against claims, losses,

costs or expenses arising from damage to property, whether resulting from the acts or omissions, negligence or otherwise of the Contractor or any of its agents, employees, patrons or other persons, and growing out of the services provided at the Airport by the Contractor. Such policies shall provide for a liability limit on account of each accident resulting in the bodily injury or death to one person of not less than Five Million (\$5,000,000.00) Dollars; a liability limit on account of each accident resulting in bodily injury or death to more than one person of not less than Five Million (\$5,000,000.00) Dollars; and a liability limit for each accident resulting in property damage of not less than Five Million (\$5,000,000.00) Dollars. If by reason of changed economic conditions the insurance amounts referred to above become inadequate, the parties agree to negotiate in good faith to amend insurance limits necessary to adequately protect NRAA's interests. The Contractor shall further maintain such other insurance and in such amounts as may from time to time be reasonably required by the NRAA against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

The Contractor shall furnish evidence to the NRAA of the continuance of said policies by depositing a certificate of insurance with the NRAA which names the NRAA as additional insureds on the face of said policies. Said policies shall be so worded as to insure thirty (30) day notice of cancellation to the NRAA and shall also be subject to the approval of the NRAA.

VII. Bid preparation and response

To be considered, bids must be received in the Airport Administration Office 727 Fly Don't Drive, Traverse City, MI 49686 no later than **May 12, 2023, at 10:00a.m.**

VIII. Bid Selection

The NRAA does not discriminate based on actual or perceived race, color, religion, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or national origin in the award or performance of this contract. All firms or persons qualifying under this solicitation are encouraged to submit bids/proposals.

The NRAA will not be obligated to take the lowest bid. The bid will be awarded based on qualifications to perform the tasks requested. The NRAA reserves the right to refuse any and all proposals. The NRAA will take action on the award of the bid at the **May 23, 2023**, regularly scheduled authority board meeting. Bidders must be able to meet all bid requirements to begin service by **June 15, 2023**.

IX. Right to Request Additional Information

The NRAA reserves the right to request any additional information that it may deem necessary after the bid has been received. NRAA reserves the right to require a presentation by the bidder to its staff or board members.

X. No Reimbursement for bid costs.

NRAA will not pay for any information solicited or obtained. Further the NRAA will not be liable for any costs incurred in bid preparation or contract negotiation.

XI. Signatures, Late Bids, Faxed Bids, E-Mailed Bids, Questions

Each bid must be signed by a person authorized to sign contracts on the behalf of the firm. The name of the person signing must be followed by title.

Late bids will not be accepted.

Faxed bids will not be accepted.

E-Mailed bids will not be accepted.

Questions relating to this bid, or the bidding process should be in writing and directed to:

Dan Sal, C.M.
Chief Operating Officer
727 Fly Don't Drive
Traverse City, MI 49686

XII. Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for the period of time stated in this form, but the NRAA may, in its sole discretion, release any bid prior to the end of this period.

XIII. Award of Contract

The NRAA reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The NRAA further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The NRAA may also reject the bid of any bidder if the NRAA believes that it would not be in the best interest of the NRAA or the serve to make an award to that bidder. The NRAA also reserves the right to waive any or all formalities or nonconformities, and to

negotiate contract terms with the Successful bidder. Any such waiver shall not affect the validity of the contract or affect the right of the NRAA to enforce any provision of the contract.

By submitting this bid, the bidder waives any and all claims against the NRAA related to the NRAA's selection of the successful bidder.

More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which that bidder has an interest.

In evaluating bids, the NRAA will consider whether the bids comply with the prescribed requirements, and other data, as may be requested in the bid.

In evaluating bidders, the NRAA will consider the qualifications of bidders. The NRAA may conduct such investigations as the NRAA deems necessary to establish the responsibility, qualifications, and financial ability of bidders to perform the work in accordance with the contract documents.

If the contract is to be awarded, the NRAA will award the contract to the bidder whose bid is in the best interests of the service to be performed and the NRAA.

Northwest Regional Airport Authority

Services Contract

Aircraft Rescue and Firefighting (ARFF) Service

Compensation:

Year 1: _____ per hour for all services under
the contract

Year 2: _____ per hour for all services under
the contract

Year 3: _____ per hour for all services under
the contract