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# DULUTH AIRPORT AUTHORITY

## DULUTH INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS:

# PROFESSIONAL SECURITY SERVICES

SEPTEMBER, 2014

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# REQUEST FOR PROPOSALS

PROFESSIONAL SECURITY SERVICES

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# DULUTH AIRPORT AUTHORITY

## DULUTH INTERNATIONAL AIRPORT

### PROFESSIONAL SECURITY SERVICES

#### REQUEST FOR PROPOSALS

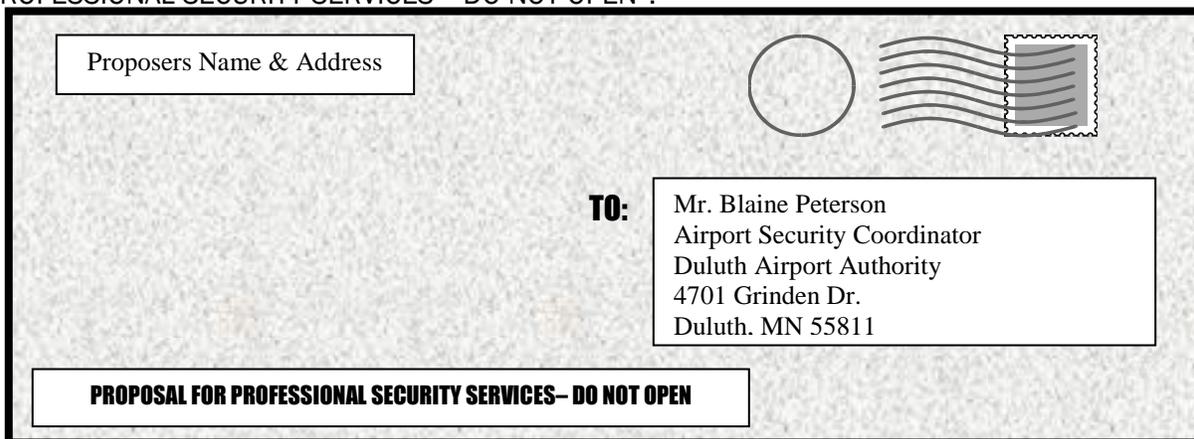
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#### SECTION ONE - SOLICITATION OF PROPOSALS:

- 1.1. The Duluth Airport Authority (hereinafter "DAA") is soliciting proposals from all interested and qualified parties (hereinafter "Proposer(s)") to provide professional security services at the Duluth International Airport (hereinafter "Airport"). These services must meet the requirements of the DAA, the State the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) and other governmental agencies for all applicable laws, rules and standards, regulations and codes.
- 1.2. Sealed proposals are due in the DAA administrative offices addressed to Mr. Blaine Peterson, Airport Security Coordinator, by **2:00pm 10 October 2014**, at which time they will be opened. Late proposals shall not be considered. Proposers are solely responsible for ensuring that proposals are submitted by the date and time indicated.
- 1.3. Pre-proposal Meeting - A **mandatory** pre-proposal meeting has been scheduled for **23 September 2014 at 2pm in the Amatuzio Conference Room located on the 3<sup>rd</sup> floor of the Airport terminal building.**

#### SECTION TWO - INSTRUCTIONS:

- 2.1. **One (1) original (marked Original) and four (4) complete copies** of the proposal must be submitted in a sealed envelope/package clearly marked with Proposer's name and the words "PROPOSAL FOR PROFESSIONAL SECURITY SERVICES - DO NOT OPEN".



- 2.2. Proposals must be submitted in such a manner as to make them complete and free of ambiguity, without alterations or erasures. In the event of a discrepancy between the dollar amount written and that given in figures on any portion of a proposal, the amount in writing shall be considered the proposal.
- 2.3. Each proposal must be typewritten, and must give all required information, in the form of a typewritten report, on a standard 8 1/2" x 11" page format, and accompanied by a cover letter on Proposer's letterhead.
- 2.4. Each proposal must be bound and tabbed (indexed) and organized into the sections outlined below:

- Table of Contents
- Cover Letter
- Executive Summary
- Background and Company Information
- Minimum Qualifications
- Training
- Knowledge and Experience
- Form A – Cost Statement
- Form B – Information Questionnaire
- Form C – References
- Form D – Non-Collusion Affidavit
- Form E – Insurance
- Form F – Acknowledgement and Signature
- Form G – Signature Page

- 2.5. Additional data, exhibits, and explanations may be included should Proposer deem them important to the evaluation of its proposal by the DAA.
- 2.6. It is the intention of the DAA to accept proposals in the manner described in this document, and after review and coordinating discussions with the successful Proposer, to recommend to the DAA Board to award an Agreement to the Proposer with the proposal that best serves the interests of the DAA.
- 2.7. The selection of the proposals will be by written Notice of Award, specifically indicating selection.
- 2.8. At any time after the opening of proposals, DAA may give oral or written notice to any Proposer to furnish additional information, either in writing and/or in a verbal presentation, to representatives of DAA relating to its qualifications to perform the obligations imposed by the project including, but not limited to, information which may be required to supplement that which is required herein to be submitted with the proposal. Additional requested information shall be furnished within the time frame specified by the DAA. DAA reserves the right to consider such additional information obtained from Proposer. The giving of the aforesaid notice to Proposer shall not be construed as an acceptance of said Proposer's proposal.
- 2.9. DAA may obtain and consider additional information obtained from sources other than Proposer in its evaluation and selection process.
- 2.10. Proposals may be withdrawn until the proposal due date and time specified in Section 1.2, at which time the proposal shall be deemed irrevocable by Proposer. Proposer shall be liable for any damages incurred by DAA, directly or indirectly, foreseeable or not, related to Proposer's revocation or attempted revocation of a proposal after that time, including, without limitation, administrative and attorney fees.
- 2.11. It is the intent of DAA to fully evaluate all complete proposals received by the deadline and to select the Proposer with the proposal that best serves the interests of the DAA. If a proposal does not comply with the conditions specified herein, it may be rejected without further consideration. These restrictions are not intended to impede proposal preparation; rather, they will provide uniformity in the responses to this Request for Proposals (RFP).
- 2.12. Comments or questions in accordance with this RFP should be directed to:

Blaine Peterson  
 DAA Airport Security Coordinator  
[bpeterson@duluthairport.com](mailto:bpeterson@duluthairport.com)  
 (218)625-7767

### SECTION THREE – BACKGROUND INFORMATION:

THE FOLLOWING BACKGROUND IS FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS HISTORICAL IN NATURE AND IS NOT NECESSARILY REPRESENTATIVE OF FUTURE CONDITIONS. PROPOSERS ARE ADVISED TO CONDUCT THEIR OWN INVESTIGATIONS AND ANALYSIS BEFORE SUBMITTING A PROPOSAL.

#### 3.1. General Airport Information

Airport Name	Duluth International Airport
Owner/Operator	City of Duluth/ Duluth Airport Authority
Airport Rank	2nd in the State of Minnesota
Number Airline	3 passenger 3 cargo
Average Daily Departures	16 daily non-stop flights to 5 destinations
Average Daily Passengers	850
Average Annual Operating Revenues	\$3,500,000
Airport Employees	18

DAA is a financially self-supporting enterprise of Duluth, Minnesota. The City of Duluth owns the real property of the Airport. DAA operates and maintains the Airport. DAA is under the management of a seven-member Board of Directors appointed by the City of Duluth Mayor.

#### 3.2. Anticipated Schedule:

<b>Pre-proposal meeting</b>	23 September 2014
<b>Proposals due</b>	10 October 2014
<b>Proposal Approval - Authority Board</b>	21 October 2014
<b>Agreement - Effective</b>	1 November 2014

### SECTION FOUR - SCOPE:

- 4.1. **Term:** DAA desires to enter into a three-year agreement with two additional one-year options to provide professional security services at the Airport. DAA desires to enter into a professional security services agreement with the successful proposer commencing November 1, 2014.
- 4.2. **Submittal Format:** Response shall be no more than 50 pages (one sided or 25 pages double sided, including required forms) in total, printed on 8½" x 11" paper, and formatted in no less than 10-point font size. Each Section shall be labeled as below:
  - A. **Background and Company Information:** Submit an executive summary detailing the company structure as well as a letter of introduction. Letter must include name of company, business address, email address, phone and fax numbers, and contact person submitting this proposal.
  - B. **Minimum Qualifications:** Submit supporting documentation identifying firm's ability to meet the minimum qualifications as stated in Section 4.5.
    - 4.2.B.1. Proposer must have successfully provided both Transportation Security Administration (TSA) support services (TSA coordination/interaction, exit lane response, clear exit lane alarms, security directive(s) compliance), and on call security services at a small or medium sized airport, for not less than the past five (5) consecutive years. Provide references, to include points of contact, email address, and phone number of clients (past or present) that can validate your experience.
    - 4.2.B.2. Proposer must submit proof the security officers shall be POST licensed or trained in the State of Minnesota, have conceal carry permits, and meet the requirements of 49 C.F.R. 1542.217. The requirements of this paragraph 4.2.B.2 shall not apply to the Parking Enforcement, Technological Security Component Servicing, or Security Consultant Services alternates set forth in Section

- 4.4. Proposer's employees working at the Airport must complete a favorable FBI fingerprint based Criminal History Records Check (CHRC), be trained to industry standards for the providing of private security, and be trained in FAA/TSA airport law enforcement and security procedures.
- 4.2.B.3. Proposer must have a local office (within 25 mile radius), or the ability to provide a local office, with management staff on a full time basis and a resident manager available by phone 24 hours per day/7 days a week.
- C. **Training:** Submit a training plan detailing items identified in Section 4.6.
- D. **Knowledge and Experience:** Provide firm's background and qualifications. Firm should detail contracts of similar size at airports and ability to perform services as described in Section 4.3.
- 4.3. **Description of Services:** The airport security environment is highly regulated and security officers will be responsible for duties related to securing the airport against threats. To ensure compliance with TSA Regulations Airport Contract Security Officers shall perform the following at the Airport.
- 4.3.A.1. Perform safety / security duties and assist responding law enforcement officers in complying with TSA regulation 1540 (General Requirements) and 1542 (Airport Security) and other applicable Federal, State and local laws and regulations pertaining to airports including the DAA Rules and Standards.
- 4.3.A.2. In their capacity as contract security officer(s), assist in enforcing laws, rules and standards, ordinances and regulations of the government of the United States, the State of Minnesota, the City of Duluth, and the DAA.
- 4.3.A.3. Provide one armed security officer 24/7/365 with additional security officers within 2 hour response for aircraft diversions, emergencies or other circumstances requiring security services support when requested by the Airport Security Coordinator. Additional security to be paid on a time and equipment basis.
- 4.3.A.4. Make regularly scheduled and random patrols of the Airport Terminal, aircraft apron, parking lots and parking ramp (and immediate surrounding grounds, checking secure areas, gates, doors, windows, lights, cycling lights, providing other similar non-janitorial tasks and recording such actions on a Security Log.
- 4.3.A.5. Report any unusual incidents or hazardous conditions to the Airport Security Coordinate immediately upon their occurrence, or if impossible to communicate immediately, as soon as possible. The initial report may be made orally to be followed up in a written report.
- 4.3.A.6. Prepare and submit detailed written reports, logs, or any other records specified by law, regulation, or the Airport Security Coordinator, including those covering all incidents or hazardous conditions at the conclusion of each shift.
- 4.3.A.7. Perform such other security-related work as shall, from time to time, be requested by the Airport Security Coordinator, including monitoring video surveillance camera screens (subject to limitations in available personnel).
- 4.3.A.8. Adjust duties as necessary to comply with new or forthcoming policies or TSA Security Directives, as required by the Airport Security Coordinator.
- 4.3.A.9. Provide 24 hour Federal Communications Commission (FCC) licensed radio communications/ dispatch capabilities in support of Airport operations.
- 4.3.A.10. Provide a fully marked security patrol vehicle with emergency light upon request of the Airport Security Coordinator for the purpose of escorting vehicles, equipment, personnel or emergency situations.

- 4.3.A.11. Conduct random badge inspections and validation.
  - 4.3.A.12. Maintain order, security and safety of the Airport and the persons thereon, including but not limited to the DAA's Administrative Offices. Maintain courteous and professional interaction with the public and tenants.
- 4.4. **ALTERNATES:** DAA is requesting Proposers submit a primary proposal for providing security services at the Airport. All proposals shall acknowledge **alternates**. The following are the three alternates that the DAA is willing to entertain. Alternates shall include an operational plan. Proposer may subcontract for the services required in an alternate; however, responsibility for the contract remains with the Proposer. Alternate proposals are not required, but are encouraged. **The DAA may at its discretion, reject any and all alternates.**
- A. Parking Enforcement. Provide one additional unarmed roving security officer to patrol the parking lots as well as terminal curbside pick-up and drop off area. Duties are as follows:
    - 4.4.A.1. Courteous and professional interaction with public and tenants while minimizing dwell time in front of terminal drop off / pick up area.
    - 4.4.A.2. Patrol parking lot to assist tenants and passengers with questions.
    - 4.4.A.3. Review and report vehicles that do not display DAA parking permits or have permits that have expired.
    - 4.4.A.4. Hours per day: 16 hours. Hours of service are 0800 until midnight, 365 days or as required by the Airport Security Coordinator. Additional hours will be charged on a time and equipment basis.
  - B. Technological Security Component Servicing. Provide the following Airport Security Systems Maintenance and Repair on a monthly fee basis:
    - 4.4.B.1. Must have direct experience with Access Control and Monitoring System, and Video Surveillance System projects of similar size. Key personnel must have completed two (2) projects of similar size and complexity and have five (5) years of experience on Airport Security Systems Maintenance and Repair of similar size and complexity.
    - 4.4.B.2. Must be certified to work on Cernium Exit Sentry Automated airport exit lane system. Provide a letter from system manufacturer certifying that the Proposer's local dealer staff is certified to maintain, provide repair, onsite support and program the exit system being covered by this contract
    - 4.4.B.3. Must be certified to work on C-CURE 9000, Victor and NVR video management systems. Provide a letter from each system manufacturer certifying that the Proposer's local dealer staff is certified to maintain, repair, and program the security equipment being covered by this contract. Submit a certification letter from each manufacturer for each person providing on-site support.
    - 4.4.B.4. Must be Software House Enterprise Certified: Contractor (Service Provider) must hold current Enterprise Level Certification from Software House and Silver Level Certification from Milestone.
    - 4.4.B.5. Must be certified to perform maintenance, repairs, replacement and reconfiguration of existing AD (American Dynamics) of the installed Access Control, Closed Circuit Television, and video wall currently in use at the airport.
  - C. Security Consultant Services. Provide the following Security Consultant Services on a monthly fee basis:
    - 4.4.C.1. Under direction of the Airport Security Coordinator, assists in the implementation of new and established airport safety and security programs to meet or exceed local and federal requirements.

- 4.4.C.2. Establishes and maintains an effective training program that includes safety, security, and contingency operations.
- 4.4.C.3. Manages and maintains a FBI Criminal History Records Check (CHRC) fingerprint program and an effective Airport Identification Media program. Establishes and maintains required inventories and records.
- 4.4.C.4. Establishes and maintains a continuous interface with local and federal agencies to ensure normal and contingency operations are coordinated for Airport safety and security operations.
- 4.4.C.5. Advises on a budget outline for carrying out Airport safety and security efforts.
- 4.4.C.6. Captures and circulates TSA/FAA Emergency Amendments, Security Directives, Information Circulars, and other information to applicable agencies and individuals
- 4.4.C.7. Coordinates the activities of contract security officers and the DAA.
- 4.4.C.8. Facilitates communication(s) between Contract Security and the DAA.

**4.5. Proposer Qualifications.**

Each Proposer shall, at the time a proposal is submitted, furnish to DAA satisfactory evidence of its competency to provide the services as detailed in the RFP. In order to be considered qualified to provide the security services hereunder; each Proposer must meet the following **minimum qualifications**:

- A. Must have successfully provided both (TSA) support services (TSA coordination/interaction, exit lane response, clear exit lane alarms, security directive(s) compliance), and on call security services at a small or medium sized airport, for not less than the past five (5) consecutive years.
  - 4.5.A.1. Security officers shall be POST licensed or trained in the State of Minnesota, have conceal carry permits, and meet the requirements of 49 C.F.R. 1542.217. The requirements of this paragraph 4.5.B. shall not apply to the Parking Enforcement, Technological Security Component Servicing, or Security Consultant Services alternates set forth in Section 4.4. Proposer's employees working at the Airport must complete a favorable FBI fingerprint based Criminal History Records Check (CHRC), be trained to industry standards for the providing of private security, and be trained in FAA/TSA airport law enforcement and security procedures.
  - 4.5.A.2. Proposer must have a local office (within 25 mile radius), or the ability to provide a local office, with management staff on a full time basis and a resident manager available by phone 24 hours per day/7 days a week.

Proposers must have the above minimum qualifications. Proposals submitted by any Proposer that does not have the above minimum qualifications, as determined by DAA, will be rejected. For proposals submitted by a partnership or joint venture, at least one of the general partners thereof or one of the constituent members of such joint venture must possess the above minimum qualifications.

**4.6. Training Plan**

Proposer must include a Training Plan to support the requirements of the Professional Security Services Agreement. Proposer must define recordkeeping policies. The Training Plan shall make provision for, without limitation, the following:

- a. Sexual harassment policy.
- b. Safety policy and procedures.
- c. Establishment and maintenance of a high level of customer service/ public relations.
- d. Use of Force

- e. Handcuffing
- f. Arrest Control Techniques
- g. First Aid and CPR Training
- h. Defensive Tactics
- i. De-escalation Techniques
- j. Firearm Training

4.7. The Proposer affirms that its proposal will in no way be conditioned upon any predetermined level of aviation activity or passenger activity at the Airport, past, present or future. In this regard, Proposer has not relied on any representations of DAA, either orally or in writing, as to the level of business potential at the Airport during the term of any agreement, or of any factors that might bear on such business potential. Proposers' submissions shall be based solely on the Proposer's own knowledge of the Professional Security Service and its own estimate of the market potential at the Airport for such an operation.

**4.8. Exceptions**

Proposer shall include a list of any exceptions to the requirements of the RFP and attachment documents, if any, stated on a separate page labeled "**Exceptions**". Proposer shall identify the requirement, nature of the deviation and explanation. If no deviations are identified and proposer's proposal is accepted by the DAA, proposer shall conform to all of the requirements specified therein.

**SECTION FIVE – CERTIFICATIONS AND STATEMENTS:**

5.1. Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:

5.1.1 that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;

5.1.2 that, in the construction of any improvements on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;

5.1.3 that Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 23, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the DAA shall have the right to terminate the Agreement. Proposer assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E ("Subpart E"), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Subpart E. Proposer assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart E. Further, Proposer agrees that it will require that its covered sub-organizations provide assurance to the DAA that they similarly will undertake affirmative action programs and those they will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.

5.2. Proposer shall comply with all Federal, State of Minnesota, St. Louis County, City of Duluth, and all other applicable local codes, laws, regulations, standards, ordinances, including but not limited to Occupational Safety and Health Administration (OSHA) , the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), and all DAA rules and standards, regulations, and orders governing the performance of work.

5.3. If selected, Proposer shall agree to defend, hold harmless and indemnify, the DAA and the City of Duluth, their agents, officers and employees, from and against any and all liabilities, losses,

suits, claims, judgments, fines, demands or damages (including but not limited to direct, indirect, and special or consequential damages such as lost profits, loss of investment or business interruption), arising by reason of violation or deprivation of any legal right or injury or death of any person or damage to any property of whatsoever nature or kind, (including but not limited to reasonable attorneys' fees, court costs, and expert fees), arising out of, resulting from, or incident to performance of services or use of or occupancy of the Airport by the Proposer, its employees, agents, or subcontractors; and on ten days' written notice from the DAA or the City of Duluth, Proposer will appear and defend all lawsuits against the DAA and/or the City growing out of such violation, deprivation, injuries or damages.

- 5.4. In submitting a proposal, Proposer declares that the only person or party interested in the proposal as principal are those named in the proposal and that the proposal is made without collusion with any other parties, firms or corporations. Reasonable grounds for believing that any Proposer has a business or financial interest in more than one proposal in response to this request will cause rejection of all proposals in which such Proposer has interest. If DAA believes, in its sole discretion, that collusion exists among Proposers, none of the participants in such collusion will be considered.
- 5.5. DAA is soliciting competitive proposals pursuant to a determination that such a process best serves its own interests. DAA reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to negotiate with the selected Proposer; to waive irregularities and nonconformities, and; to make a recommendation not based solely on the lowest cost proposal, all as DAA in its sole judgment may deem to be in the DAA's best interest. If selected and Proposer refuses to enter into an Agreement with DAA, DAA reserves the right to accept the proposal of any other qualified Proposer without re-advertising.
- 5.6. **TENNESSEN WARNING.** Persons who supply data about themselves in response to this RFP are entitled to know the following information under the Minnesota Government Data Practices Act:
  - 5.6.1. the information requested will be used to evaluate the Proposer's qualifications;
  - 5.6.2. the Proposer is not legally required to supply this information;
  - 5.6.3. failure to supply information may result in a determination by DAA that the proposal is non-responsive; and
  - 5.6.4. the public may be authorized to access information that is not classified by law as private, confidential, or non-public data
- 5.7. This document shall in no manner be construed a commitment on the part of DAA to award a contract, to pay any cost incurred in the preparation of proposals to this for proposals request, or to procure or contract for any services.
- 5.8. Nothing indicated verbally by DAA will contradict or override anything in this document. If a Proposer feels they have been told anything that is inconsistent with the information contained in this document, it will not be considered valid unless and until confirmation is received in writing from DAA. Should there be any doubt as to the meaning or content of these proposal documents, Proposer shall at once notify DAA in writing.
- 5.9. Corrections, changes or clarifications, if required, will be made in written addenda to all parties who attended any pre-proposal meeting (as applicable), identified by the DAA to receive an RFP, and/or otherwise officially declare (in writing) their intention to submit a proposal, as appropriate. The DAA will not be responsible for any other instructions, interpretations, or explanations. Any written addenda to the proposal documents issued by DAA prior to the proposal acceptance deadline will be considered a part of these documents.
- 5.10. The submission of a proposal shall be considered evidence that Proposer has: (1) investigated all conditions related to the requested service herein described; (2) ascertained that all areas/conditions are as specified; and (3) has reviewed all RFP documents. No claim for

adjustment of the provisions of the RFP or any subsequent Agreement to be awarded shall be honored on the grounds that Proposers were not fully informed of existing conditions.

- 5.11. Proposer warrants that its service to be provided under this RFP and subsequent agreement shall conform to its proposal's description and any applicable specifications shall be of good quality and for the known purpose for which it is intended. This warranty is in addition to any standard warranty or service guarantee given by the Proposer.
- 5.12. Proposer shall maintain compliance with all regulatory measures (i.e. Airport Rules and Standards, City of Duluth, State of Minnesota, and Federal programs, laws etc.).

**SECTION SIX – EVALUATION CRITERIA:**

Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, capabilities, service offerings, customer experience and references may be overriding factors in the issuance of a contract or award. The proposal evaluation criteria, included but not limited to those identified in this document, should be viewed as standards, which measure how well a Proposer’s approach meets the desired requirements and needs of the DAA. A selection committee will review the Proposals and make a recommendation to the DAA on the best Proposal. The selection committee when evaluating the Proposals will consider the following factors and their coinciding weight:

BACKGROUND AND COMPANY INFORMATION	15%	Proposer’s ability to provide professional security services as evidenced by company information, resources (logistics/support) and performance specifications as defined herein.
MINIMUM QUALIFICATIONS	25%	Proposer’s ability to meet the minimum qualifications as defined herein.
TRAINING PLAN	20%	Proposer’s ability to provide adequate training, record keeping and resources (facilities, equipment, location(s), instructors, etc.).
KNOWLEDGE AND EXPERIENCE	25%	Proposer’s successful experience providing this type of security service at airports, general experience of company, and/or experience of the individuals who have security responsibilities.
GENERAL RFP COMPLIANCE	15%	Proposer’s compliance with respect to all sections of the RFP.

In the process of evaluation, DAA may acquire and utilize, to the extent deemed necessary, information obtained from the following sources:

1. Proposer, including representations and other data contained in the proposal, or other written statements of commitments, such as financial assistance, subcontracting, and references.
2. Other existing information available to DAA, including financial data and records concerning Proposer’s performance.
3. Publications, including credit ratings, trade and financial journals or reports.
4. Other sources, including banks, other financial companies, state, county, municipalities, and agencies and other public airports.
5. Background investigations of Proposers submitting proposals may be made to verify information furnished or to secure additional information DAA may deem necessary or desirable.

## **SECTION SEVEN – PROPOSAL SECURITY:**

Proposals shall be accompanied by an irrevocable letter of credit, performance bond, proposal bond, or other acceptable form of security payable without condition equivalent to \$50,000, with an expiration date not earlier than six (6) months after the proposal's due date. DAA shall have the right to draw upon said letter of credit, certified check, proposal bond, or other acceptable form of security for liquidated damages should Proposer fail to abide by its proposal and/or failure to execute the Agreement within 30 days of contract award (Default), all at the sole discretion of DAA. DAA's right to draw against said letter of credit or other acceptable form of security shall be accomplished by DAA providing the issuer of the letter of credit, certified check, proposal bond, or other acceptable form of security with a sight draft or withdrawal request and affidavit of Default. The irrevocable letter of credit, certified check, proposal bond, or other acceptable form of security shall be held for a period no longer than ninety (90) days after the proposal deadline after which the proposal security will be returned to all Proposers except the successful Proposer which security will be held until an agreement has been executed.

# MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS

Proposals must be made in accordance with the conditions described above and include the following information and documents (*Forms A - G*) to be considered a valid proposal for review. Statements must be complete, accurate, in the requested form and must be signed (before a Notary), by an authorized officer of Proposer.

If all information requested by the following forms/questionnaires cannot be adequately answered using the space provided, use additional sheets of paper. Be sure to provide adequate reference to the location of additional pages if other than immediately adjacent to the location of the question.

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**BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS, PROPOSER AUTHORIZES THE DULUTH AIRPORT AUTHORITY TO MAKE ANY INQUIRIES NECESSARY TO DETERMINE THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED. PROPOSER FURTHER REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. FAILURE TO PROVIDE THE REQUESTED INFORMATION, INCOMPLETE INFORMATION, MISSTATEMENTS, OR INACCURATE INFORMATION MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

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# FORM A COST STATEMENT

The Duluth International Airport intends to pay Proposer for all services required under the contract based on a single all-inclusive hourly rate that will encompass all of Proposer's labor costs, vehicles, and any other factors necessary to perform work specified in this RFP. The all-inclusive hourly rate should include a complete breakdown of the hourly cost billing rate in accordance with (Proposal Worksheet) set forth in this RFP.

**RESPONDENT PROPOSES TO THE FOLLOWING MONTHLY FEE:**

	<b>PRIMARY</b> (Professional Security Services)	<b>ALTERNATE</b> (Parking Enforcement)	<b>ALTERNATE</b> (Technological Security Component Servicing)	<b>ALTERNATE</b> (Security Consultant Services)
Agreement Year	Monthly Fee	Monthly Fee	Monthly Fee	Monthly Fee
<b>ONE</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>TWO</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>THREE</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>OPTION YEAR 1</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>OPTION YEAR 2</b>	\$ _____	\$ _____	\$ _____	\$ _____

<b>Primary - Security Officer Services Factor</b>	<b>Cost/Hour</b>
<b>A. Security Officer Wage (Include Benefits)</b>	
<b>B. Vehicles</b>	
<b>C. Other: <u>On Call Security Officer Wage</u></b>	
<b>D. Other: _____</b>	
<b>E. Other: _____</b>	
<b>F. Other: _____</b>	
<b>G. Other: _____</b>	
<b>Sum Of Security Officer Service Factors A. Through G. = Total All Inclusive Hourly Rate</b>	

<b>Alternate - Parking Enforcement Services Factor</b>
<b>A. Parking Enforcement Security Officer Wage (Include Benefits)</b>
<b>B. Vehicles</b>
<b>C. Other:</b> _____
<b>D. Other:</b> _____
<b>E. Other:</b> _____
<b>F. Other:</b> _____
<b>G. Other:</b> _____
<b>Sum Of Parking Enforcement Security Officer Service Factors A. Through G. = Total All Inclusive Hourly Rate</b>

The undersigned represents and warrants that he/she has been authorized to sign on behalf the Proposer.

<p style="text-align: center;">_____</p> <p style="text-align: center;">COMPANY/BUSINESS NAME</p> <p>SIGNED: _____</p> <p>NAME/TITLE: _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------

<p>SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2011.</p> <p>MY COMMISSION EXPIRES: _____</p> <p style="text-align: center;"><b>– FORM MUST BE SIGNED AND NOTARIZED –</b></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

# FORM B GENERAL INFORMATION QUESTIONNAIRE

NAME OF FIRM: \_\_\_\_\_  
(EXACTLY AS IT WOULD APPEAR ON AGREEMENT)

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRIMARY CONTACT

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ALTERNATE CONTACT

CONTACT NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

- 
- FORM OF BUSINESS:       SOLE PROPRIETORSHIP  
                                   CORPORATION  
                                   PARTNERSHIP  
                                   JOINT VENTURE  
                                   OTHER (PLEASE SPECIFY) \_\_\_\_\_
-

Is Proposer a certified Airport Concession Disadvantaged Business Enterprise (ACDBE)?  Yes  No

Proposer  DOES  DOES NOT wish consideration as ACDBE?

Proposer has satisfied the requirements of the Request for Proposal scope for utilizing Airport Concession Disadvantaged Business Enterprise by the following (*please indicate one*):

\_\_\_\_\_ The Proposer is committed to a minimum of 1 (one) % ACDBE participation on this agreement.

\_\_\_\_\_ The Proposer, if unable to meet specific ACDBE participation, is committed to demonstrating and documenting good faith efforts toward ACDBE Participation. (Please attach documentation demonstrating good faith efforts toward ACDBE Participation)

*(If certified, provide appropriate documentation.)*

**SOLE PROPRIETORSHIP INFORMATION**

If a business is operating as a sole proprietorship, please provide the following information:

PROPRIETOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

**CORPORATION INFORMATION (use for other form or organization such as LLC)**

If a business is operating as a corporation, please provide the following information:

1. When incorporated? \_\_\_\_\_

2. Where incorporated (state)? \_\_\_\_\_

3. Is the corporation authorized to do business in Minnesota?  Yes  No

If yes, as of what date? \_\_\_\_\_

Please supply the following information for each principal officer. (Attach additional pages, if necessary.)

Officer's Name	Position

**PARTNERSHIP INFORMATION**

If a business is operating as a partnership, please provide the following information:

- 1. Date of organization: \_\_\_\_\_
- 2. Type of partnership:  General  Limited
- 3. Business purpose of partnership: \_\_\_\_\_
- 4. Has the partnership done business in Minnesota?  Yes  No  
 If so, when? \_\_\_\_\_

Please provide the following for each General Partner. (Attach additional pages, if necessary.)

General Partner's Name & Address	% of Ownership

**JOINT VENTURE INFORMATION**

If a business is operating as a joint venture, please provide the following information:

- 1. Date of organization? \_\_\_\_\_
- 2. Purpose of joint venture: \_\_\_\_\_
- 3. Has the joint venture done business in Minnesota?  Yes  No  
 If yes, when? \_\_\_\_\_

Please supply the following information for each joint venture participant. (Attach additional pages, if necessary.)

Joint Venture Participant's Name & Address	% of Ownership

# FORM C REFERENCES

Proposer submits the following list of persons or firms with whom Proposer has conducted business with during the past three years substantially related to its parking management business operations, and who may be contacted by the DAA. If firms are used, give the name of the firm and/or person whom we may contact. **Attach letters of reference from each of the entities/firms listed below.**

### Business Reference #1

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE & FAX NUMBER: Ph \_\_\_\_\_ Fax \_\_\_\_\_

### Business Reference #2

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE & FAX NUMBER: Ph \_\_\_\_\_ Fax \_\_\_\_\_

### Business Reference #3

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE & FAX NUMBER: Ph \_\_\_\_\_ Fax \_\_\_\_\_

# FORM D NON-COLLUSION AFFIDAVIT

DULUTH AIRPORT AUTHORITY  
DULUTH INTERNATIONAL AIRPORT  
REQUEST FOR PROPOSALS – PROFESSIONAL SECURITY SERVICES  
DULUTH, MINNESOTA

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
 ) : SS  
County of \_\_\_\_\_ )

The undersigned Proposer or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting, nor to prevent any person from submitting a proposal, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposals in any way or manner what so ever.

\_\_\_\_\_  
\_\_\_\_\_

PROPOSER OR AGENT

For \_\_\_\_\_

FIRM OR CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

***- FORM MUST BE SIGNED AND NOTARIZED -***

# FORM E INSURANCE

## CERTIFICATE OF INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with a company approved by the City of Duluth and DAA; and shall provide for the following; Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

**“City of Duluth” and the “Duluth Airport Authority” shall be named as Additional Insureds** under the Public Liability, Excess/Umbrella Liability,\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth and DAA. Contractor shall also provide evidence of Statutory Minnesota Worker’s Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. Neither the City of Duluth nor the Duluth Airport Authority represent or guarantee that these types or limits of coverage are adequate to protect the Contractor’s interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City of Duluth and DAA without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage’s evidenced by said certificate and shall further provide that failure to give such notice to the City of Duluth and DAA will render any such change or changes in said policy or coverages ineffective as against the City of Duluth and DAA.

**The use of an “Accord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre 2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.** (See attached examples of Endorsements).

*\*An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the City of Duluth and Duluth Airport Authority as additional insureds.*

Questions regarding these requirements should be directed to Blaine Peterson at DAA (218) 625-7767.

Complete the following insurance company information:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Agent: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER OR AGENT

For \_\_\_\_\_  
FIRM OR CORPORATION

**PROOF OF  
INSURANCE MUST  
BE PROVIDED  
WITH PROPOSAL**

# Form F

## Acknowledgement and Signature Form

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Duluth International Airport to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

### Addendum Acknowledgement

The following addendum (addenda) is (are) acknowledged in this RFP: \_\_\_\_\_

### Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal. By signing below, the undersigned certifies that he/she is authorized to make the proposal.
  
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP
  
3. The Proposal submitted by Proposer is accurate and complete.

Respondent's Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Contractor License # (if applicable): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Decline RFP

We **do not** wish to submit a Proposal on this Service. Please state your reason below.

Reason: \_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# FORM G SIGNATURE PAGE

Each individual executing this proposal on behalf of a corporation or business represents and warrants that he/she has been authorized to do so by the Board of Directors or other concerned parties who have an interest in the business.

Each individual executing this proposal certifies with their signature below that the information contained in the proposal is true and accurate to the best of their knowledge and acknowledges that the Duluth Airport Authority reserves the right to reject any proposal found to contain fraudulent information.

No proposal shall be accepted which has not been signed in the appropriate space(s) below.

DAA is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the DAA. DAA reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to waive irregularities, and; to make a recommendation not based solely on the best proposal, all as the DAA in its sole judgment may deem to be in it's best interest. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If successful Proposer refuses to enter into the Agreement, the right is reserved to accept the proposal of any other qualified Proposer without re-advertising.

I affirm that I have read and understand all the provisions set forth in this RFP invitation. I, the undersigned, guarantee our Proposal meets or exceeds specifications contained in the RFP document. Our firm will comply with all provisions and conditions as specified. All requested information has been submitted as requested.

\_\_\_\_\_  
BUSINESS OR CORPORATION NAME

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
\_\_\_\_\_  
*- FORM MUST BE SIGNED AND NOTARIZED -*