

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

INVITATION TO BID

FOR

**LANDSIDE AND
AIR OPERATIONS AREA (AOA)
SECURITY GUARD SERVICES**



NASHVILLE INTERNATIONAL AIRPORT (BNA)

NASHVILLE, TENNESSEE

Date of Issue: June, 2009

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INTRODUCTION

A. THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY

The Metropolitan Nashville Airport Authority's (MNA) mission is to give Middle Tennessee its heartbeat and foster its competitive advantage as the region's premier hub for transportation and related businesses. MNA strives to plan, develop, manage, and operate safe, efficient, and attractive aviation facilities, and to provide superior services for resident and economic interests in Middle Tennessee.

INSTRUCTIONS TO BIDDERS

A. INVITATION TO BID

The MNA is accepting sealed bids for “**LANDSIDE AND AIR OPERATIONS AREA (AOA) SECURITY GUARD SERVICES.**” The initial Contract period will be three years, and will be renewable at the sole discretion of the MNA for two additional terms of one year each.

B. ASSISTANCE TO RESPONDENTS WITH A DISABILITY

Respondents with a disability may receive accommodation regarding the means of communicating their Bids and participating in this procurement process. Respondents with a disability may contact Nena Bowling, Specifications Writer, One Terminal Drive, Suite 501, Nashville, TN 37214, via e-mail at nenabowling@nashintl.com, within five days of the date on which the ITB was first issued to request reasonable accommodation.

C. MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid meeting will be held at 1:00 p.m. on Friday, June 19, 2009, in the Boardroom located on the 4th floor of the Nashville Airport at One Terminal Drive, Suite 501, Nashville, Tennessee 37214. Attendance is mandatory at this meeting. A one-time tour of the project site will be conducted after the meeting.

Airport representatives will be available during the meeting to offer preliminary responses to questions and comments on the ITB. All questions posed at the Pre-Bid Meeting will be responded to in full in writing and/or via e-mail by June 25, 2009.

Any prospective Bidder desiring an explanation or interpretation of the solicitation must request it in writing no more than three (3) days after the Pre-Bid Meeting so as to allow a written reply to reach all prospective Bidders prior to the submission of the Bids. Any information provided to a prospective Bidder concerning a solicitation shall be furnished promptly or contemporaneously, if possible, to all other prospective Bidders as an addendum.

D. ITB DEADLINE AND SUBMISSION

Bids will be received at the Receptionist Desk, located at the Nashville International Airport on the 4th Floor of the main terminal building until 11:00 a.m. (CST) on Friday, July 10, 2009. At this time a public bid opening will be held in the Authority's Boardroom. The Authority requires the successful Bidder to guarantee his/her bid for 90 days from date of the ITB opening.

The **outside of the envelope** of each Bid must be marked to show the following: Bidder's name, address, date and time the Bid is due, and the name of the project "Security Guard Service". In addition, a copy of the license by the state of Tennessee to operate as a Contract Security Company, pursuant to T.C.A. § 62-35-101 et seq. must be on the **outside of the envelope**.

One (1) original and two (2) copies of the Bid must be submitted and should be addressed to:
Nena Bowling, Specifications Writer
Metropolitan Nashville Airport Authority
One Terminal Drive, Suite 501
Nashville, TN 37214-4114

The Authority assumes no responsibility for Bids not properly addressed or identified.

It is the intent of the Authority to make an award or rejection of Bids within 30 days following the receipt of Bids, or as soon as reasonably practicable thereafter. The Authority's determination as to whether the Bidder is qualified and responsible shall be based on the information furnished by the Bidder in the Bid requirements, interviews (if applicable), as well as from other sources determined to be valid by the Authority. Award shall not be made until after such investigations, as are deemed necessary, are made by the Authority regarding the experience and financial responsibility of the Bidder, which each Bidder agrees to permit by submitting its

Bid. In the event the successful Bidder refuses or fails to, in a timely manner as determined in the sole discretion of the Authority, execute a formal Contract or provide the required insurance certificate(s), the Authority may award the contract to the next highest qualified Bidder who is ready and willing to provide requested services.

The successful Bidder to whom the Contract is awarded shall be required to furnish the Authority with the ITB submission, a Bid Bond in an amount equal to Five percent (5%). Upon award of the contract, the successful Bidder shall be required to furnish and maintain a Performance Bond in an amount equal to one hundred percent (100%), and a Payment Bond in an amount equal to one hundred percent (100%), of the total annual amount of the Contract, in a form acceptable to the Authority and guaranteeing the successful Bidder's performance of its obligations under the Contract.

E. COMMUNICATION AND CONTACT

All communications during this solicitation process shall be in written form and directed to Nena Bowling only by fax at 615-275-2349 or via e-mail at nenabowling@nashintl.com. The Bidder, its agents or employees, shall not contact or communicate with Authority's Board Members, President, Staff, Consultant, or Legal Counsel, nor shall the Bidder have other parties make such contact or communication on their behalf. Such unauthorized contact constitutes grounds to reject the Bid. Deadline for any questions or requests concerning this project will be accepted until 2:00 p.m. (CST) on Tuesday, June 30, 2009 and will be responded to no later than 2:00 p.m. (CST) on Thursday, July 2, 2009.

F. BIDDER ELIGIBILITY CRITERIA

The Bidder shall provide a corporate capability profile to include:

- A three year financial and business outlook summary;
- References from at least two facilities of comparable or larger size to the MNAA that have been serviced in the past three years;
- Qualifications of key contract personnel; and
- Evidence the bidder has been in the business under the present name for the last three consecutive years, and is a lawful entity authorized to conduct business in the state of Tennessee.

G. BIDDER'S DUTIES

The Bidder, and/or its subcontractors, shall furnish all supervision, labor, tools, materials, machinery, equipment, permits, and incidentals necessary for the satisfactory execution and completion of the work to be performed. All shop drawings and project submittals are subject to Authority approval. All work shall comply with local, state, and federal codes and regulations. All materials and workmanship furnished by the Bidder must have a warranty for a minimum of one year after installation.

H. PRE-AWARD SURVEY

The MNAA reserves the right to have an on-site survey conducted of the Bidder's facilities or previous contracted facilities and to investigate its other capabilities. This survey will serve to verify the data and representations submitted, and to determine that the Bidder has overall capability adequate to meet the contract requirements.

I. SITE INVESTIGATION

The Bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon access, location, transportation, roads and uncertainties of weather; physical conditions at the site; the character of equipment and facilities needed prior to and during the execution of the work and all other matters which can or may in any way affect the work or the cost thereof under the Contract, if awarded.

Any failure by the Bidder to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidder is to field verify all conditions, dimensions, etc. related to this project prior to submitting bid. No extra compensation will be allowed for failure to secure information available prior to the bid.

J. PHASE-IN

If applicable, there will be a thirty-day Contract phase-in process, during which the Department of Public Safety Chief of Police or his designee will hold joint sessions with the Manager of the incumbent Contractor and the Manager of the new Contractor to transition the provision of security guard services, which will include the following:

- Job shadowing for supervisors
- Equipment inventory and distribution

- Materials and supplies inventory plan
- Quality control and quality assurance programs

K. LICENSE REQUIREMENTS

All Bidders must be licensed contractors to operate as a Contract Security Company, pursuant to T.C.A. § 62-35-101 et seq. A copy of this license must appear on the **outside of the envelope** containing the Bid.

L. ACKNOWLEDGEMENT OF ADDENDA

The Authority reserves the right to revise or amend the Scope of Services and/or Specifications prior to the date set for receipt of Bids. Such revisions, if any, will be announced by addenda to this ITB. Copies of such addenda will be furnished to all prospective Bidders. Failure to acknowledge an addendum will result in the ITB being determined non-responsive. Bidder shall acknowledge receipt of any addendum to this solicitation by signing and returning (with the ITB submission) a copy of the Acknowledgement of Addenda, Exhibit "C."

M. BIDDER TO INFORM SELF

Bidder shall carefully examine this ITB to become fully informed of the conditions to be encountered at and around the project site, of the character and quality of services to be performed, the quantity of materials to be furnished, and of the operational activities of the Airport which must be maintained with minimum interference. Failure to do so will be at the Bidder's risk.

Each Bidder shall determine for itself all conditions and circumstances at the Airport bearing a relevant relationship to this Bid. Failure on the part of any Bidder to make an examination will not constitute grounds for declaring a lack of understanding of the conditions of the Bid.

The Authority reserves the right to reject any and all Bids, or accept any Bid which it deems advantageous, and to negotiate with the selected Bidder on changes, additions, or deletions to the original specifications. The Authority reserves the right to waive all informalities in the submission, to reject any and all submissions, and to re-advertise for Bids which provide the best quality of service to the Authority at a reasonable cost. This solicitation can be cancelled in whole or in part at any time when it is in the best interest of the Authority.

This solicitation does not commit the Authority to pay any costs incurred in the preparation or submission of any offer or to procure a Contract for any work. The Contract, if awarded, shall be non-exclusive, and the Authority reserves the right, at its sole discretion, to enter into Contracts with different firms for various and similar projects at the Airport.

N. REPRESENTATIONS AND CERTIFICATIONS CHECKLIST

The following representations and certifications shall be completed, signed, and returned with the ITB submission.

- Bid Pricing Form
- Non-Collusion Affidavit
- Certificate of Acknowledgement
- Acknowledgement of Addenda
- SMWBE Participation Form
- Bid Bond
- Drug-Free Workplace Affidavit
- Copy of license by the state of Tennessee to operate as a Contract Security Company, pursuant to T.C.A. § 62-35-101 et seq. (include on the outside of the bid envelope)

O. EVALUATION CRITERIA

Specific evaluation criteria have been established to assist MNAA in determining which Bidder will provide the best quality of service to MNAA at reasonable rates. MNAA reserves the sole right to determine the sufficiency of the experience and qualifications of all Bidders and to select the Bidder with which it desires to negotiate a final contract. MNAA will review Bids with an evaluation panel that will be chosen by the MNAA. MNAA will not be bound to award the contract to the lowest (dollar) Bidder. MNAA, at its sole discretion, may award the contract to any Bidder, either at the original proposed fee or at a different negotiated fee.

The panel may use, but is not limited to, the following criteria during its review process:

- ❖ Responsiveness to ITB;
- ❖ Corporate and staff qualifications for accomplishing the work;
- ❖ Cost effectiveness and ability to perform services without cost over-runs;
- ❖ Reputation for personal and professional integrity and competence; and
- ❖ Evidence of an affirmative action program and willingness to meet SMWBE goals.

RIGHTS AND DUTIES OF BIDDER

A. ADMINISTRATION

The Contractor will provide all management, supervision, employees, equipment (including vehicles) and supplies necessary to perform security protection at the specified locations at BNA. The Contractor shall plan, schedule, coordinate and assure effective performance of security guard services for each of the following six locations: (1) Secured Airside Vehicle Gate 9A; (2) Secured Airside Freight Elevator Patrol; (3) Landside Ground Level/Valet; (4) Landside Employee Parking Lot; (5) Landside Service Tunnel; (6) Landside Car Rental Lots North and South; and (7) International Plaza Building. The security guards will not be armed.

B. COMMUNICATIONS AND COORDINATION

Prior to fulfilling the requirements of the Scope of Services, the Contractor will provide the Department of Public Safety Chief of Police or his designee with 24-hour weekend and holiday contact information for Contractor's personnel responsible for implementing all the requirements of the Contract, to include telephone numbers, pager numbers and e-mail addresses. At a minimum, each Shift Supervisor must have a cell phone and, when on duty, a radio. The Contractor shall provide its own communication system, including, without limitation, radio communication with the Airport Operations Center (AOC). The MNAA radio system required is Motorola 800MHZ Band – Super High Frequency.

For the convenience of the Bidder, the MNAA hereby provides its radio vendor name and point of contact, but does not herein make any representations regarding quality or pricing from this vendor, nor does the MNAA make any representations regarding the availability or suitability of other vendors:

Motorola Comm. & Electronics, Inc.
Mr. Randy Johnson
341 Cool Springs Blvd., #300
Franklin, TN 37067
(615) 771-2741 (phone)
(615) 778-9730 (fax)

(1) Motorola 800 MHZ Super High
Frequency – Model number
XTS3000, digital
(2) Radio
(3) Auxiliary Microphone
(4) Charger

C. TERM OF CONTRACT

The Contract will be for a period of three years, and will be renewable for two additional terms of one year each. MNAA will have the sole right to exercise the first or second renewal period by giving the Contractor at least 30 days written notice prior to the expiration of the base term or any renewal term.

D. SMOKE-FREE ENVIRONMENT

The MNAA facilities are smoke-free except for designated smoking areas. The Contractor and its employees will adhere to the rules and regulations with regard to MNAA's maintenance of a smoke-free environment.

E. PRIMARY DUTIES OF SECURITY GUARDS

Security guard services are required for the specified seven locations, two of which are airside. In addition, a secured airside supervisor of AOA security guards is also required, and he or she must be on location 40 hours per week. Relief Personnel: It is the responsibility of the security company to provide one person per shift to relieve each position for breaks and/or absences.

NOTE: NO POST IS TO BE LEFT UNATTENDED AT ANY TIME.

The areas of responsibility and duties (in general) for each location are as follows:

1. Secured Airside Vehicle Gate 9A:

- a. This area of responsibility includes all areas visible from the gatehouse.
- b. Guards shall acquaint themselves with MNAA management and airline and tenant employees who are authorized to enter the terminal ramp restricted area. Guards must ensure all employees and tenants entering the restricted area through the gate have an Airport Authority Identification/Access Badge allowing them into the specific area with proper color background.
- c. Guards must visually inspect the interior and exterior body of all vehicles entering through gate 9A regardless of the number of times the vehicle enters or leaves to ensure authorized access.
- d. Guards must always be physically present at the gate when on duty. This gate must never be unattended.
- e. Guards must immediately contact companies/persons responsible for escorting deliveries requiring access through the gate and must ensure proper escort is in attendance before allowing such vehicles access.

2. Secured Airside Freight Elevator:

- a. This area of responsibility includes the monitoring of prohibited items and persons located at the freight elevators on Concourse B and C.
- b. All products must be continuously inspected by guards that are being taken up to the concourse by a vendor.
- c. Guards must report to the AOC and DPS suspicious persons, damage to property, unauthorized persons, accidents, injuries, prohibited items, and other matters of concern which relate to the safety and security of the area.

3. Landside Ground Level/Valet:

- a. This area of responsibility is the south side of the ground transportation area, underneath the Airport terminal building.
- b. Guards will conduct visual checks of all vehicles entering the ground transportation and the valet area of the terminal building.
- c. Guards will foot patrol the ground level of the terminal and curbside to provide a visible deterrent and ensure that all vehicles are attended.
- d. Guards will maintain a presence on the ground level of the terminal. This area must never be left unattended.

4. Landside Employee Parking Lot:

- a. This area of responsibility includes the entire area within the employee parking lot boundaries, including the entrance/exit gate areas.
- b. Guards will be familiar with requirements for authorized use of the parking lot and shuttle bus procedures.
- c. Guards must be knowledgeable of entry/exit gate operations. Guards must observe gates periodically and immediately report malfunctions/damage to the AOC.
- d. Guards will patrol the area by vehicle every hour and report to the AOC suspicious vehicles/persons, damage to vehicles or other property, unauthorized vehicles, accidents, injuries, and other matters of concern which relate to the safety and security of the area.

5. Landside Service Tunnel:

- a. This area of responsibility is the north side of the Airport terminal building, along the drive leading to the service tunnel or as assigned by the Department of Public Safety.
- b. Guards must ensure that unauthorized access is denied to the North entrance of the service tunnel. Guards must acquaint themselves with MNAA management, airline, and tenant and vendor employees and vehicles which are authorized to enter the service

tunnel area. Authorized access is granted to authorized MNAA employees who possess a valid MNAA issued identification badge. Contracted approval to the service tunnel must be granted by MNAA Operations and verified by the Air Operations Center.

- c. Guards will visually inspect the interior and exterior body of all vehicles entering the service tunnel, regardless of the number of times the vehicle enters or leaves. The visual inspection will be defined in specific Position Guard rules, which are subject to change from time to time to meet demands.
- d. Guards must always be physically present at the service tunnel; the service tunnel must always be attended.
- e. Guards must immediately contact companies/persons responsible for escorting deliveries requiring access through the gate and must ensure proper escort is in attendance before allowing such vehicles access.

6. Landside Car Rental Lots, North and South:

- a. This area of responsibility includes the North and South entrances of the rental car return lots located under the terminal building. The North rental car work area is on the North side of the Terminal building at the entrance to the parking areas for the rental car tenants that lease space on the North side of the terminal building. The South rental car work area is on the South side of the rental car tunnel at the entrance to the parking areas for the rental car tenants that lease space on the South side of the terminal building, or as assigned by the Department of Public Safety.
- b. Guards must permit only authorized vehicles to enter area.
- c. Guards must visibly inspect the interior and exterior body of all vehicles and verify that the rental agreement matches the vehicle being returned.
- d. Guards must always be physically present at the gate; the guard booth must never be left unattended.

7. International Plaza Office Building:

- a. One guard to be on duty Monday thru Friday from 6:00 p.m. to 9:00 p.m. Primary duties will be to patrol building lobby and parking lot to ensure the safety of the tenants of International Plaza.
- b. Guard must report to the AOC and DPS suspicious persons, damage to property, unauthorized persons, accidents, injuries, prohibited items, and other matters of concern which relate to the safety and security of the area.

F. EMPLOYEE UNIFORMS

Contractor's employees will be dressed in a uniform that is acceptable to the MNAA. The Contractor will ensure every employee wears the appropriate uniform while working on the job site. The uniform must meet or exceed all safety related concerns such as steel toe shoes or other safety related uniform materials. An employee may be sent home if it is

determined that s/he is not dressed in full uniform. The uniform will have the Contractor's company name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge, patch or monogram. Any color combination, as appropriate, may be used for the uniforms as long as they are distinct from that used by the MNAA, which are navy in color. These uniforms must be supplied and maintained by the Contractor at no cost to the MNAA. As part of their uniform, the Contractor's employees will display the Airport photo identification security badge and card key issued by the MNAA's Department of Public Safety.

G. EMPLOYEE CONDUCT

Contractor's employees will conduct themselves in a safe and orderly manner at all times while on the job site, whether on or off duty. Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property (unless approved in writing by the MNAA), and any immoral or otherwise undesirable conduct will not be permitted on the job site and will result in immediate and permanent removal from the job site of any employee engaging in such conduct. Contractor will immediately, after receipt of written notice from MNAA, remove any employee or other representative of Contractor from premises who participates in improper or illegal acts on Airport, who violates Airport Rules and Regulations or any provision of this Contract, or whose continued presence on the Airport is, in the opinion of the MNAA, deemed not to be in the best interest of the MNAA. The Department of Public Safety Chief of Police or his designee may, at any time under this Contract, require an investigation of Contractor personnel. Upon notice of such a requirement, the Contractor will complete investigative forms as are furnished by the MNAA.

H. KEY PERSONNEL

The Contractor will establish one Secured Airside Supervisor position to manage the security guard services at the MNAA throughout the life of the Contract. The Secured Airside Supervisor will have at least three years of relevant experience.

The Contractor will assign its personnel to specific areas for performance of the work. The Contractor will identify the employees' assigned work areas on a copy of the organizational chart and provide a copy to the Department of Public Safety Chief of Police or his designee. The organizational chart of the Contractor must be updated monthly and will show assigned work areas for each employee by name and position. This is to assist the Department of Public

Safety Chief of Police or his designee in identifying Contractor employees who are not completing their assignments adequately. The Contractor's personnel will be in their assigned work area, properly equipped and ready to begin work at the beginning of the work shift and will remain in their assigned work area during the entire work shift, exclusive of scheduled breaks. The Contractor's personnel will not eat or take breaks within their assigned work areas. Corrective action will be determined and enforced in instances of non-compliance with this (and all other) contractual requirements. MNAA reserves the right to approve the selection of the Contractor's Secured Airside Supervisor.

I. METHOD OF PAYMENT

Invoices for payment to the MNAA will be properly identified with the Contractor's letterhead name, address, and applicable contract/purchase order number. Invoices without proper identification will be returned to the Contractor. The Contractor will submit an invoice on a monthly basis for services completed during the previous calendar month. Invoices will provide a detailed breakdown of costs. Prior to making payment for services provided, the Department of Public Safety Chief of Police or his designee will ensure invoiced work has been completed as per specifications.

To reflect payment allocation to a Small, Minority, Women Business Enterprise subcontractor, the MNAA's SMWBE Participation Pay Request Report must be completed and returned with each pay request to the MNAA. The Contractor is required to use a separate form for each SMWBE subcontractor participant.

J. SPECIAL CONTRACT REQUIREMENTS

- a. The Contractor shall be responsible for maintaining the highest standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All employees of Contractor must present a professional, neat and clean appearance at all times; must be familiar with the MNAA Rules and Regulations, reporting any deviations thereto or suspicious incidents to the AOC; and must be alert for emergencies, accidents, fires, obvious hazards, evidence of theft, etc., and immediately report such to the AOC.
- b. The Authority may, in its sole discretion, require the Contractor to immediately remove any employee from the property for any reason, including that such individual is unfit to perform the job functions. Without limitations, reasons for removal of employees include the following:
 1. Violation of the rules and regulations governing airport buildings and grounds.

2. Neglect of duty, including sleeping while on duty, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program.
 3. Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operation of the airport.
 4. Theft, vandalism, immoral conduct, or any other criminal actions.
 5. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
 6. Unauthorized use of the airport property.
 7. Violation of any security statutes, procedures or regulations and violation of any state or federal criminal law in effect at the time of the act or omission.
- c. All personnel utilized by the Contractor must have either a High School diploma or a GED certificate and have the ability to prepare legible detailed reports.
 - d. All guards are required to obtain a registration card from the State of Tennessee Department of Commerce and Insurance pursuant to Tennessee Code Annotated Section 62-35-101 et seq., The Private Protection Service Licensing and Regulatory Act, and submit a copy of the same to the MNAA for its records.
 - e. All Security Guards will be required to park their personal vehicles in the MNAA Employee parking lot unless Contractor secures other available parking space from the MNAA. Each of the Contractor's employees will be charged \$120.00 annually for parking in the MNAA Employee parking lot

K. SECURITY REQUIREMENTS

All security guards will have the required background checks conducted, which may include reference checks, prior employment histories for the last ten (10) years and criminal records checks.

Security Guards requiring Airside access must attend Security Identification Display Area (SIDA) training and submit to a criminal history records check through the MNAA Identification Office. The criminal history record check will cost \$40.00 per person. Airside guards will be required to have an airport restricted area identification/access badge. The badge must be worn waist level or above on the outer-most garment, in plain view while on duty.

The Contractor shall provide on-call personnel and their emergency phone numbers, 24 hours a day, to respond in case of emergencies or security violations. The Contractor shall be required

to obtain MNAA security badges for all personnel of the contractor and its subcontractors. All personnel must have background checks and SIDA training prior to the issuance of security badges. This background investigation shall consist of a Criminal History Records Check (CHRC) by means of fingerprint submission to the Federal Bureau of Investigation. The CHRC must show that the individual has not been found guilty of any of the crimes listed in 49 CFR Part 1542.209 in the last ten years. Contractor must certify to the MNAA that none of its employees and agents, including its subcontractors and their employees and agents, shall be allowed in a secured area on the job site at any time for any purpose unless a satisfactory background investigation has been completed on such individual, otherwise such individual is to be, at all times, either escorted or under the supervision or surveillance of a person whose background has been satisfactorily investigated.

MNAA requires that any Contractor's personnel, who are not under escort, attach and wear at all times on an outer garment an identification badge issued by the MNAA Airport Police. Absence of this identification card shall be grounds for removing the supervisor/employee from the area.

The following charges shall be in effect for issuing identification badges:

CHRC Fingerprinting	\$40.00 per applicant
Initial Issue - Non-Refundable	\$25.00
Reissue Lost ID Badge	\$50.00
Reimbursement for Found ID Badge	\$25.00

Upon completion of employment or the contract, all security items issued shall be returned to the MNAA's Department of Public Safety. A charge of \$100 per item shall be imposed for each security item not returned. All authorized vehicles, including escorted vehicles, must display the appropriate numbered color-coded vehicle identification pass as issued by the MNAA's Department of Public Safety. Contractor shall designate a person, whose name is on file with MNAA Police ID Section, to authorize issuance of ID badge to all Contractor and subcontractor personnel.

L. TSA SECURITY REQUIREMENTS

Bidder agrees to observe all security requirements of Transportation Security Administration (TSA) 49 CFR 1540 and 1542, the Airport Security Program, and as they may be amended hereafter, applicable parts of which will be furnished to the Bidder, as approved by the TSA,

and to take such steps as may be necessary or directed by the Authority to insure that all subcontractors, material suppliers, employees, invitees, and guests observe these requirements.

If Authority incurs any fines and/or penalties imposed by the Transportation Security Administration (TSA) or any expense in enforcing the regulations of Transportation Security Administration regulations 1542 and/or the Airport Security Program, as a result of the acts or omissions of the Bidder, Bidder agrees to pay and/or reimburse all such costs and any expense. Authority reserves the right to take what ever action necessary to rectify any security deficiency as may be determined as such by Authority or the Transportation Security Administration, in the event Bidder fails to remedy the security deficiency. A fine of up to \$10,000 can be issued by TSA for failure to comply with any of the above listed security requirements.

M. SMALL MINORITY WOMAN-OWNED BUSINESS ENTERPRISE (SMWBE) PARTICIPATION

1. Program Intent. It is the MNAA's objective to promote, encourage, and stimulate participation of local, small, minority and women-owned business enterprises (SMWBE) within its organization and the economic community served by it by providing maximum opportunities to participate in contracts, programs and all related business activities of the MNAA. MNAA will apply the local small minority woman-owned business participation levels where expenditures and purchases are made with non-federal funding, and to all contracts, leases, management agreements, consultants, prime contractors, subcontractors, respondents, bidders, or proposers involved in the performance of a commercially useful task for MNAA.

2. Definitions. A SMWBE is defined as a business that has been certified as a SMWBE by the MNAA Office of Business Diversity Development, that is located in Bedford, Cannon, Cheatham, Davidson, Dickson, Hickman, Mason Maury, Montgomery, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson or Wilson County, and that fulfills one or more of the following:

A small business enterprise complying with the standards of the Small Business Administration, as set forth in 13 CFR Part 121. A minority business enterprise is a sole

proprietorship, corporation, partnership, joint venture, or other business or professional entity in which at least 51% of the assets of the business is owned, managed, and controlled by one or more minority persons. The standards of the Small Business Administration, as set forth in 13 CFR Part 121, shall apply. A woman-owned business enterprise is a sole proprietorship, corporation, partnership, joint venture, or other business or professional entity in which at least 51% of the assets of the business is owned, managed, and controlled by one or more women. The standards of the Small Business Administration, as set forth in 13 CFR Part 121, shall apply.

3. Compliance. All Bidders, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the SMWBE obligations, as set forth in this Contract, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by MNAA.

4. Subcontract Clauses. All Bidders/proposers and potential contractors will include the following clauses in all Subcontracts which offer further subcontracting opportunities:

Small Minority Woman Business Enterprises will be afforded full opportunity to submit Bids/proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, age, sex, or handicap, in consideration for an award of any Contract entered into pursuant to this advertisement.

5. Contract Award. The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the levels or has made an acceptable good faith effort to meet the established levels for SMWBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

6. SMWBE Participation Level. The attainment of the level established for this Contract is to be measured as a percentage of the total dollar value of the Contract. The SMWBE level established for this Contract is as follows: participation level Twenty Percent (20%) SMWBE. Contractor has committed to

achieve a <Contractor's actual percentage> goal. Attachment ____ (SMWBE subcontractor list submitted with the Bid) identifies a breakdown of certified companies and associated dollar values which will be expended by the Contractor to achieve the <Contractor's actual percentage>.

7. Calculation of Participation Level. The Authority uses the following to determine whether or not a bidder or contractor has met the established SMWBE participation level:

(a) When a SMWBE participates in a contract, the Authority counts only the value of the work actually performed by the SMWBE toward SMWBE goals, and only if the SMWBE is performing a commercially useful function on that contract. A SMWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The SMWBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a SMWBE is performing a commercially useful function, the Authority must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the SMWBE credit claimed for its performance of the work, and other relevant factors. If a SMWBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SMWBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

(b) The Authority counts the entire amount of that portion of a the contract that is performed by the SMWBE's own forces. Include the cost of supplies and materials obtained by the SMWBE for the work of the contract, including supplies purchased or equipment leased by the SMWBE (except supplies and equipment the SMWBE subcontractor purchases or leases from the prime contractor or its affiliate).

(c) The Authority counts the entire amount of fees or commissions charged by a SMWBE firm for providing a bona fide service, such as professional, technical, consultant, or

managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward SMWBE goals, provided the Authority determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(d) When a SMWBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SMWBE goals only if the SMWBE's subcontractor is itself a SMWBE. Work that a SMWBE subcontracts to a non-SMWBE firm does not count toward SMWBE goals.

(e) When a SMWBE performs as a participant in a joint venture, the Authority counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the SMWBE performs with its own forces toward SMWBE goals.

(f) The Authority counts expenditures with SMWBEs for materials or supplies toward SMWBE goals as follows:

(1) If the materials or supplies are obtained from a SMWBE manufacturer, count 100 percent of the cost of the materials or supplies toward SMWBE goals.

(2) If the materials or supplies are purchased from a SMWBE regular dealer, count 60 percent of the cost of the materials or supplies toward SMWBE goals.

8. Available SMWBEs. MNAA has a SMWBE Program that has been approved by its Board of Commissioners. This program maintains a list of certified SMWBEs. Bidders are encouraged to inspect this list to assist in locating SMWBEs for the work. Other SMWBEs may be added to the list in accordance with MNAA's approved SMWBE Program. Credit toward the SMWBE participation will not be counted unless the SMWBE to be used is certified by MNAA.

9. Bidder's Required Submission. MNAA requires the submission of a completed SMWBE Subcontractor List, attached as Exhibit D. Certain other SMWBE information may also be required.

10. Good Faith Effort Statement. If the Bidder fails to meet the Contract levels established in paragraph 6 above, bidder should submit information of the types below to assist MNAA in determining whether or not the Bidder made an

acceptable good faith effort to meet the Contract levels.

1. Whether the Bidder attended any pre-solicitation or pre-Bid meetings that were scheduled by the Authority to inform SMWBEs of contracting and subcontracting opportunities;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a reasonable number of specific SMWBE's that their interest in the Contract was being solicited, in sufficient time to allow the SMWBEs to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting SMWBEs to determine with certainty whether the SMWBEs were interested;
5. Whether the Bidder selected portions of work to be performed by SMWBEs in order to increase the likelihood of meeting the SMWBE levels (including, where appropriate, breaking down contracts into economically feasible units to facilitate SMWBE participation);
6. Whether the Bidder provided interested SMWBEs with adequate information about the plans, specifications and requirements of the Contract;
7. Whether the Bidder negotiated in good faith with interested SMWBEs, not rejecting SMWBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
8. Whether the Bidder made efforts to assist interested SMWBEs in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor, and
9. Whether the Bidder effectively used the services of available minority community organizations; minority contractors' groups; local and state and Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of SMWBEs.

Note: the nine (9) items set forth are merely suggested criteria and MNAA may specify that you submit information on certain other actions a Bidder took to secure SMWBE participation in an effort to meet the levels. A Bidder may also submit to MNAA other information on efforts it made to meet the levels.

11. COLLUSION. Agreements between Bidder/proposer and SMWBE in which the SMWBE promises not to provide subcontracting quotations to other

Bidders/proposer are prohibited.

12. Substitution. The Bidder shall make a good faith effort to replace a SMWBE Subcontractor that is unable to perform successfully with another SMWBE Subcontractor. Substitution must be coordinated and approved by MNAA.

13. Documentation. The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving SMWBE subcontract levels and other SMWBE affirmative action efforts.

14. Penalty for Noncompliance. It would be difficult to estimate the actual damages incurred by MNAA where Contractor willfully fails to achieve the agreed upon SMWBE participation goal set forth in the Contract. Accordingly, as liquidated damages, and in addition to other remedies as may be available to MNAA under this Contract at law or in equity, MNAA may, in its sole discretion, deduct from the final payment due Contractor the difference, calculated in dollars, between the agreed upon SMWBE participation goal and the actual SMWBE participation achieved by Contractor. In the event Contractor is able to demonstrate and document good faith efforts showing that its failure to achieve the agreed upon SMWBE participation goal was in good faith, and MNAA concurs with Contractor, then Contractor shall not be liable to MNAA for liquidated damages arising out of Contractor's failure to achieve the agreed upon SMWBE participation goal set forth in this Contract.

N. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

If awarded this contract, the Bidder agrees as follows:

1. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, or creed. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, or creed. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Bidder agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, or creed.
3. The Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or workers' representatives of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

O. TENNESSEE DRUG-FREE WORKPLACE PROGRAM

The Authority operates a drug-free workplace program in compliance with Tennessee Code Annotated § 50-9-101 et. seq. All Bidders on construction services for the Authority are required to submit an affidavit as part of their Bid, attesting that the Bidder operates a drug-free workplace program or other drug or alcohol-testing program containing requirements at least as stringent as that of the program operated by the Authority. See model affidavit, Exhibit "F".

MISCELLANEOUS

A. TENNESSEE PUBLIC RECORDS ACT

Under the Tennessee Public Records Act, any Bid shall be considered a Public Record, and as such, may be subject to inspection and copying upon written request. The Authority therefore cannot guarantee the confidentiality of any proprietary or otherwise sensitive information contained in or with any Bid.

B. APPLICABLE LAWS AND REGULATIONS

The Bidder shall comply fully with applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. The Bidder shall provide notification to all applicable agencies as required by Federal and/or local law.

The Bidder and its employees shall become familiar with, and shall be governed by, all Authority regulations posted or as indicated by the Contract and the Authority's Project Manager (PM). Operators of all equipment on airport property shall comply with all licensing requirements of the State of Tennessee.

C. PROTEST WAIVER

By submitting a Bid, Bidder waive any rights they may have to protest the selection of the successful Bidder by the Authority, and further waive any cause of action they may have against the Authority including any action arising from any reliance on advice by the Purchasing Director or her designee. This waiver is effective notwithstanding the fact that the Authority may have in place certain bid protest procedures, which may be applicable in other situations.

D. AFFIRMATIVE ACTION PROGRAM

Bidder shall ascertain and determine that, to the extent applicable, it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, handicap, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Bidder assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. Bidder assures that it will require its covered subcontractors to provide assurances to Bidder that they similarly will undertake from their subcontractors, as required by 14 CFR, Part 152, Subpart E, to the same effect.

E. INCORPORATION OF REGULATIONS

The Contract will incorporate by reference or set forth at length, at the option of the Authority, any and all statutes, rules, regulations, assurances, and other provisions, the incorporation of which may now or hereinafter be required by the Federal Aviation Administration or any other governmental agency, or the incorporation of which may be a prerequisite to, or condition of, the Authority's receiving any federal or state grant or loan or governmental assistance in connection with the Metropolitan Nashville Airport.

F. CHOICE OF LAW/FORUM

The ITB is issued in the State of Tennessee and the laws of said state shall govern the validity and interpretation of the ITB and the decisions thereunder. The parties agree that only a state or

federal court of law sitting in Nashville, Tennessee shall hear matters arising from the ITB issuance; for such matters, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and all other expenses reasonable related to litigation.

G. JURISDICTION

Any legal action, suit or proceeding under, relating to or arising out of or in connection with this Bid, or any breach of any of the foregoing, may be brought exclusively in the United States District Court for the Middle District of Tennessee or in the state courts of the State of Tennessee, and by execution and delivery of this Bid, Bidder irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding involving Bidder. Bidder further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to Bidder at the address set forth in this Bid. In addition, Bidder irrevocably and unconditionally waives any objection which Bidder may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

H. INSURANCE REQUIREMENTS

Commercial General Liability Insurance:

1. The Bidder shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, commercial general liability insurance coverage (the "CGL Coverage"), with coverage limits of not less than Five Million Dollars (\$5,000,000.00) for Secured Air Operations Area Services, and One Million Dollars (\$1,000,000.00) for Landside Services, combined single limit during the term of the Contract and any renewal thereof, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the CGL Coverage shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) per occurrence. Each insurance policy providing the CGL Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary

insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only.

2. Each insurance policy providing the CGL Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure the Bidder's obligations under Sections F.2.a. and F.2.d. of the Indemnifications and Hold Harmless provision contained herein. Each insurance company issuing an insurance policy providing the CGL Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Chief Financial Officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

Automobile Liability Insurance:

1. The Bidder shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, that insures against claims, damages, losses and liabilities arising from automobile related bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the Auto Coverage shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) per occurrence. Each insurance policy providing the Auto Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only.
2. Each insurance policy providing the Auto Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure the Bidder's obligations under Section F.2.a. of the Indemnifications and Hold Harmless provision contained hereof. Each insurance company issuing an insurance policy providing the Auto Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Chief Financial Officer of the Authority. Such approval may be denied or withheld based

upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

Workers' Compensation Insurance:

1. The Bidder shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, worker's compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than One Hundred Thousand and No/100 Dollars (\$100,000) for bodily injury by accident, One Hundred Thousand and No/100 Dollars (\$100,000) for bodily injury by disease, and Five Hundred Thousand and No/100 Dollars (\$500,000) policy limit for disease.
2. Each insurance company issuing an insurance policy providing the WC Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Chief Financial Officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

General Insurance Requirements:

1. For purposes of this Contract, the CGL Coverage, the Auto Coverage, the WC Coverage are collectively referred to as the "Insurance Coverages". The Bidder agrees that each insurance policy providing any of the Insurance Coverages (A) shall not be altered, modified, cancelled or replaced without thirty (30) days prior written notice from the Bidder to the Authority, (B) shall provide for a waiver of subrogation by the issuing insurance company as to claims against the Authority and its commissioners, officers and employees, (C) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by the Authority and that such insurance policy shall not be brought into contribution with any insurance maintained by the Authority, and (D) shall have a term of not less than one year.
2. The Authority shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by the Authority's insurers, so long as the Authority agrees to reimburse the Bidder for any increases in insurance premium costs resulting solely from any such change. The Bidder shall provide, prior to the

commencement of the Bidder's performance under this Contract, one or more certificates of insurance which shall indicate that the Bidder maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of this Contract. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to the Authority written notice of the cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of such cancellation or the expiration date of such insurance policy, as applicable. Upon receipt of a written request from the Authority, the Bidder also agrees to provide to the Authority duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Bidder to evidence the WC Coverage shall specifically certify that the insurance policy or policies which provide the WC Coverage cover the Bidder's activities in the State of Tennessee.

3. If the Bidder shall at any time fail to obtain or maintain any of the Insurance Coverages, the Authority may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to the Authority by the Bidder upon demand therefor or set-off by the Authority against funds of the Bidder held by the Authority or funds due to the Bidder. The Bidder hereby grants, approves of and consents to such right of set-off for the Authority. If any of the Insurance Coverages cannot be obtained for any reason, the Authority may require the Bidder to cease any and all work under this Contract until all Insurance Coverage are obtained. If any of the Insurance Coverages is not obtained within a period of time to be determined solely by the Authority, the Authority may terminate this Contract.
4. It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Bidder for its acts or omissions as provided in this Contract.
5. The term "Rating Service" shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of the Chief Financial Officer of the Authority. The term "Minimum Rating" shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the date of this Contract, or such equivalent rating (if A.M. Best Company is not the

Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined in the sole discretion of the Chief Financial Officer of the Authority.

I. INDEMNIFICATION AND HOLD HARMLESS

Indemnified Parties.

For purposes of this Contract, the term "Indemnified Parties" shall mean the Authority and its commissioners, officers, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, successors and assigns.

Indemnification.

1. **Negligent Act or Omission:** The Bidder agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by or arising from any act or omission of the Bidder or any of the Bidder's officers, contractors, subcontractors, agents, representatives or employees in the performance of professional services under this agreement., whether such act or omission is negligent or intentional.
2. **Intentional Acts:** The Bidder agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) claimed or incurred by reason of any bodily injury, death and/or property damage arising from any intentional act of the Bidder or any of the Bidder's officers, contractors, subcontractors, agents, representatives or employees.
3. **Ownership or Use of the Construction Documents:** Not applicable to this solicitation.
4. **Placement of Hazardous Materials:** The Bidder agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation

expenses) arising from any negligent act or omission of the Bidder or any of the Bidder's officers, contractors, subcontractors, agents, representatives or employees with respect to any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on the Airport premises or other areas.

5. **Negligent Act or Omission:** The Bidder agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent act or omission of the Bidder or any of the Bidder's officers, contractors, subcontractors, agents, representatives or employees with respect to (A) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by the Authority or a third party with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (B) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (C) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; or (D) any violation of any applicable Environmental Laws.

6. **Hazardous Materials and Environmental Laws:** The Bidder agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any intentional act of the Bidder or any of the Bidder's officers, contractors, subcontractors, agents, representatives or employees with respect to (A) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by the Authority or a third party with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (B) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (C) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (D) any bodily injury, death or property damage with respect to the use or

placement of Hazardous Materials on the Airport premises or other areas; or (E) any violation of any applicable Environmental Laws.

J. BIDDERS PRICING FORM

All bidders are required to provide the following information:

A. Provide three current vendor references for which work comparable to this solicitation was performed:

1. Company Name: _____
Address: _____
Phone/Contact: _____

2. Company Name: _____
Address: _____
Phone/Contact: _____

3. Company Name: _____
Address: _____
Phone/Contact: _____

B. PRICING

Secured Airside Airfield Gate 9A: One security guard on continuous duty twenty-four (24) hours per day, seven days per week for a total of 168 hours per week. This position shall include all areas visible from the gatehouse. Guard shall verify approved access to the areas beyond the gate and shall carry out all duties required by the Authority. These duties will be provided as Guard Position rules and are subject to change from time to time.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Secured Airside Freight Elevator Patrol: One security guard on duty from 06:00 – 14:30 at C elevator, one security guard on duty from 07:00 – 14:30 at B elevator for a total of 112 hours per week. This assignment shall include continuous inspections of vendor and personnel deliveries/merchandise to ensure prohibited items are not allowed in the sterile area. The contractor shall provide a radio for continuous communication with the AOC.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Landside Ground/Valet Level: One security guard sixteen (16) hours per day, seven days per week, for a total of 112 hours per week. This position shall patrol the ground level of the interior of the terminal building, traffic curbside, traffic lanes and curbside in the short term parking garage. Guard shall be responsible for preventing the parking of unattended vehicles and shall be alert for suspicious persons, items and vehicles.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Landside Employee Parking Lot: One security guard on duty four (4) hours per day from 22:00 – 02:00, seven (7) days per week, for a total of 28 hours per week. The employee parking lot position shall include the entire area within the parking lot boundaries and the entrance/exit gate areas. The contractor shall provide a patrol vehicle, which may be a golf cart.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Landside Service Tunnel Entrance: One security guard on continuous duty twenty-four (24) hours per day, seven days per week for a total of 168 hours per week. This position shall include all areas visible from the gatehouse. Guard shall verify approved access to the service tunnel and shall carry out all duties required by the Authority. These duties will be provided as Guard Position rules and are subject to change from time to time.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Landside Car Rental Lots, North and South: One security guard at each location on continuous duty twenty-four (24) hours per day, seven days per week for a total of 336 hours per week. This assignment shall include inspection of all vehicles requesting entrance into the car rental lot. **(These two prices must be listed separately)**

NORTH:

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

SOUTH:

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

Secured Airside Supervisor for AOA Security Guards: One Airside Supervisor shall be on location 40 hours per week.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

International Plaza Office Building: One guard to be on duty Monday thru Friday from 18:00 to 21:00 for a total of 15 hours per week. Primary duties will be to patrol building lobby and parking lot to ensure the safety of the tenants of International Plaza.

	Years 1-2-3	Option year 1	Option year 2
Starting Rate Pay	_____	_____	_____
Billable Straight Time	_____	_____	_____
Billable Holiday/OT	_____	_____	_____
Billable Additional Guard	_____	_____	_____

AUTHORIZED SIGNATURE:

Company Name

Telephone Number

Authorized Signature

Printed Name

Title

Date

End of Bid Pricing Form

K. CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me _____, of the State and County
(Name of Notary Public)
foresaid, personally appeared _____, with whom I am
(Name of Person Signing)
personally acquainted, (or proved to me on the basis of satisfactory evidence), and who,
upon oath acknowledged himself/herself to be president (or other officer authorized to
execute the instrument) of the _____, the within
(Corporate Name)
named bargainor, a corporation, and that he/she as such _____,
(Title of Person Signing)
executed the foregoing instrument for the purpose therein contained, by signing the name of
the corporation by himself/herself as _____ .
(Title of Person Signing)

Witness my hand and seal, at office in _____ ,
(City, State)
this _____ day of _____ , 2009.

Notary Public

My Commission Expires: _____

(Notary Seal)

EXHIBIT "A"

SCOPE OF SERVICES

(SEE BID FORM)

EXHIBIT "B"
SAMPLE INSURANCE CERTIFICATE

ACORD. CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED					
COMPANIES AFFORDING COVERAGE					
		COMPANY LETTER A			
		COMPANY LETTER B			
		COMPANY LETTER C			
		COMPANY LETTER D			
		COMPANY LETTER E			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
Metropolitan Nashville Airport Authority, its Board of Commissioners, its officers and its employees are added as Additional Insureds.					
CERTIFICATE HOLDER			CANCELLATION		
Metropolitan Nashville Airport Authority Attn: Purchasing Department One Terminal Drive, Suite 501 Nashville, TN 37214			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT IN NO EVENT SHALL SUCH NOTICE BE GIVEN TO THE CERTIFICATE HOLDER BY MAIL UNLESS THE COMPANY HAS BEEN ADVISED BY THE CERTIFICATE HOLDER OF HIS OR HER CURRENT ADDRESS.		
			AUTHORIZED REPRESENTATIVE		
ACORD 25-S (7/90)			©ACORD CORPORATION 1990		

These statements are **REQUIRED** on all Insurance Certificates.

Certificate Holder should read as above.

EXHIBIT "C"
ACKNOWLEDGMENT OF ADDENDA

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

SMWBE PARTICIPATION REPORT

1. SMWBE listed below must be certified by the Metropolitan Nashville Airport Authority's Certification Program.
2. The Contractor shall enter into an agreement with the SMWBE Participant for work listed above upon execution of a contract with the Airport Authority.
3. This SMWBE Participation Report must be completed and returned with the bid/proposal submission for award consideration.
4. Contractor is required to provide reason(s) by completing the Good Faith Effort Non-Participation Statement below if s/he is unable to meet proposed SMWBE participation goals.
5. use a separate form for each SMWBE participant.

Name of Company/Prime Contractor:

[Name]
[Address]
[City, State Zip]
[Phone Number]

Name of SMWBE/Subcontractor:

[Name]
[Address]
[City, State Zip]
[Phone Number]

Male Owned Female Owned

Contact Name: _____

Contact Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Proposed Scope of Services for SMWBE/Subcontractor:

MNAA Project name and number: _____

Terms of Proposed Contract: _____

Proposed Total Contract Amount: \$ _____

Proposed Total SMWBE Amount: \$ _____ Total (%): _____

Good Faith Effort Non-Participation Statement:

MNAA Approval: _____ Date: _____

Amber D. Gooding
Director, Business Diversity Development

NAICS No: _____

EXHIBIT "D"

SMWBE PARTICIPATION FORM

SMWBE Subcontractor Names & Addresses	Firm Subcontract is With	Anticipated Schedule of Use	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work

Total Dollar Value of Base Bid

Percent of Total

_____ %

EXHIBIT "F"

**STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT
METROPOLITAN NASHVILLE AIRPORT AUTHORITY
NASHVILLE, TENNESSEE
AOA SECURITY GUARD SERVICE**

Each Bidder must complete the following Affidavit:

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT COUNTY

OF _____ NOW COMES AFFIANT, who being duly sworn, deposes and says:

He/She is the principal officer for _____;

1. That the Bidder has submitted a Bid to Metropolitan Nashville Airport Authority for the above named project;
2. That the proposing entity employs no less than five employees;
3. That Affiant certifies that the Bidder has in effect, at the time of submission of its Bid to perform the construction referred to above, a drug-free workplace program that complies with § 50-9-113, *Tennessee Code Annotated*;
4. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Bidder

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public

My commission expires: _____

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ of _____ of lawful age, being first duly sworn on oath says, that (s) he is the agent authorized by the Bidder to submit the attached Bid.

Affiant further says that the Bidder filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a false or sham Bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone else shall refrain from providing a Bid, that said Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the negotiated price of said Bidder or of any other Bidder, or to fix any overhead, profit or cost element of such negotiated price or that of any other Bidder, or to secure any advantage against the airport Authority or anyone interested in the proposed contract.

Affiant further states that (s) he understands that any unauthorized contract between the Bidder, its agents, employees or others on the Bidders' behalf, either directly or indirectly, and the Authority's Board, President, Staff, Consultants, Legal Counsel or Architect may cause the Authority to reject a company's Bid; that the Bidder has not been a party to any collusion with any of the Authority's Board Members, President, Staff, Consultants, Legal Counsel or Architect as to quantity, quality, or price in the prospective contract; that there has been and shall be no discussions between the parties stated heretofore concerning the exchange of money or other things of value for special consideration.

Affiant further says that all statements contained herein and contained in the Bid are true.
Further affiant saith not.

Firm Name: _____ By: _____

Title: _____

EXHIBIT "H"
BID BOND

STATE OF TENNESSEE

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____
_____, a _____,
duly organized and existing under the laws of the state of _____ and
authorized to do business in the State of Tennessee, as principal (hereinafter called the
"principal"), and _____
_____, a corporation duly organized and
existing under the laws of the State of _____ and authorized to
do business in the State of Tennessee, as surety (hereinafter called the "surety"), do hereby
acknowledge ourselves indebted and firmly bound unto the Metropolitan Nashville Airport
Authority, Nashville, Tennessee, as obligee, (hereinafter called the "obligee"), a public
corporation created by the Metropolitan Government of Nashville and Davidson County,
Tennessee, organized and existing under the laws of the State of Tennessee. In the sum
of _____
_____(Dollars) (\$_____), being five
percent (5%) of base bid amount, good and lawful money of the United States, for the payment
of which sum well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal is to submit, or has submitted, to the Metropolitan Nashville
Airport Authority, Nashville, Tennessee, a bid for furnishing all material, labor, equipment, and
appurtenances necessary for:

AOA SECURITY GUARD SERVICES

at the Metropolitan Nashville Airport Authority: and,

WHEREAS, the principal desires to file this bond in accordance with law, in lieu of a
certified bidder's check otherwise required to accompany said bid.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the obligee shall accept the bid of the principal and the principal shall, within the ten (10) days after receipt by the principal of notification by the obligee of the acceptance thereof, execute and enter into a contract with the obligee in accordance with the terms of such bid and upon the terms, conditions and prices set forth therein, in the form and manner required by obligee, and execute and give such bond or bonds as may be specified in the Bidding and Contract Documents, payable to obligee, with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, each in the amount shown above, in form and with security satisfactory to obligee, then this obligation shall be null and void, otherwise to remain in full force and effect; and the surety, upon failure of the principal to comply with any of the foregoing obligations within the time and in the manner specified herein, shall immediately pay to the obligee, upon demand therefore, the amount herein specified in good and lawful money of the United States, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, the principal and the surety have caused these presents to be duly signed and sealed this _____ day of _____, 2009.

ATTEST:

By: _____

Title: _____

PRINCIPAL:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

SURETY:

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

BID BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said Corporation; that I know his signature, and his signature is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its Board of Directors.

Secretary

(Corporate Seal)