NORFOLK AIRPORT AUTHORITY NORFOLK INTERNATIONAL AIRPORT

REQUESTS FOR PROPOSALS FOR SECURITY GUARD AND PATROL SERVICES

I. REQUEST FOR PROPOSALS (RFP)

The Norfolk Airport Authority (hereinafter referred to as "Authority"), acting by and through its Executive Director, will accept proposals from professional certified Security Guard and Patrol Services firms (hereinafter referred to as "Offeror") to provide professional, qualified and trained personnel, certified by the Virginia Department of Criminal Justice Services, to serve as unarmed security guards at the Norfolk International Airport (hereinafter referred to as "Airport").

II. REQUIRED SERVICES

- A. Staffing: The Contractor will provide qualified and trained personnel, certified by the Commonwealth of Virginia Department of Criminal Justice Services, to serve as unarmed security guards at the Airport as follows:
 - 1. Ten (10) posts, each for twenty-four (24) hours per day, seven (7) days per week, including holidays.
 - 2. One (1) post between the hours of 6:00 p.m. and 6:00 a.m. seven (7) days per week, including holidays.
 - 3. One (1) post between the hours of 10:00 p.m. and 6:00 a.m. seven (7) days per week, including holidays.
 - 4. No less than three (3) and not more than five (5) qualified and properly trained on-site supervisors for forty (40) hours each per week.
 - 5. An on-call supervisor or operations office for twenty-four (24) hours per day, seven (7) days per week, including holidays to be used as a contact for the Authority in the event of a problem with the coverage specified herein.
 - 6. Upon request from the Authority, Contractor will provide additional unarmed security guards for special duties at the same hourly rate as regular posts.
 - 7. The Authority reserves the right to change the number, location, hours and duties of these posts in accordance with its security needs.
- B. Training: The Contractor shall insure that all personnel reporting for work at the Airport are properly trained, qualified and certified by the Commonwealth of Virginia to assume those duties and responsibilities associated with the post to which he or she is assigned.

C. Criminal History Record Check: All Contractor personnel assigned to duty at the Airport will be required to successfully complete an FBI fingerprint-based criminal history record check and a Transportation Security Administration security background check prior to being issued an Airport security identification badge and starting duty at the Airport. These criminal history and background checks will be in addition to those required by the Commonwealth of Virginia for all security guards. The Contractor will be responsible for the costs of these background checks and the security identification badge, which is currently \$50.00 per person, and is subject to change.

III. GENERAL PROPOSAL REQUIREMENTS

A. RFP Response

In order to be considered for selection, Offerors must submit a complete response to this RFP for receipt not later than 2:00 p.m. (Local Time) on Monday May 7, 2012. One original and three (3) copies of each proposal must be submitted to the office of the Authority's Director of Operations at the following address:

Steven C. Sterling Director of Operations Norfolk Airport Authority Norfolk International Airport 2200 Norview Avenue Norfolk, VA 23518-5807

B. Proposal Format

- 1. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Do not submit an extensive array of promotional brochures and marketing information.
- 2. Proposals shall be signed by an authorized representative of the Offeror. All information requested in this RFP shall be submitted. Failure to submit all information requested may result in rejection of the proposal.
- 3. Each proposal shall be bound in a single volume and shall not exceed twenty-five (25) pages: excluding the front and back covers, dividers, cover sheet, table of contents, and the letter of introduction (maximum two (2) pages).

- 4. Ownership of all data, materials, and documentation submitted to the Authority pursuant to the RFP shall belong exclusively to the Authority and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- 5. Proposals should be organized in the order in which requirements are presented in this RFP. All pages of the proposal should be numbered. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as additional material.

C. Oral Presentation

At the option of the Authority, Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Authority at a time and location set by the Authority. If a presentation is required, the members of the team the Offeror proposes to be involved with providing the services must be present and participate.

IV. SPECIFIC PROPOSAL REQUIREMENTS

Offerors are required to submit the following information in their proposal:

A. Contact Information:

Name of Offeror Mailing Address Telephone Fax E-mail

- B. The name and contact information of the staff member who is responsible for the proposal and is to be contacted regarding any questions the Authority may have about the Offeror's response to this RFP.
- C. Biographical information of each individual key staff member who will perform work covered under this RFP to include name, specialty, and job title, years of relevant experience with the firm and previous employers, academic degrees and/or professional certifications, year received and discipline, professional affiliations, office location where employed, and a synopsis of experience and training.
- D. Description of Offeror's experience in providing security guard and patrol services, in particular to commercial airline service airports, colleges or universities, and other federal, state and local governments including political subdivisions of the Commonwealth of Virginia.

E. The Offeror's proposed costs for the required services. The current minimum personnel compensation rate is \$11.89 per hour for security guards and supervisors. No minimum personal compensation rate that is less than the required hourly rate for security guards for each year will be accepted.

The Authority's required minimum personnel compensation rate is:

YEAR 1: Security Guard \$11.89 per hour

YEAR 2: Security Guard \$12.07 per hour

YEAR 3: Security Guard \$12.25 per hour

The Offeror's proposed cost to the Authority is:

YEAR 1: Security Guard \$_____ per hour Supervisor \$_____ per hour

YEAR 2: Security Guard \$____ per hour Supervisor \$_____ per hour

YEAR 3: Security Guard \$____ per hour Supervisor \$____ per hour

NOTE: The Authority reserves the right, but is not obligated, to increase the minimum personnel compensation rate after Year 1 if the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items and for All Cities for the month of October of the current year exceeds the month of October of the preceding year by more than one and one-half (1.5%) percent with the Contractor's billing rate increased accordingly. The adjustment for any subsequent monthly charge for any additional term shall not exceed four and one-half (4.5%) percent.

- F. Location of office from which the majority of the work would be performed.
- G. The name and contact information of the staff member who would be the Authority's primary contact for coordination of services, if the Offeror's firm is selected.

V. <u>EVALUATION AND AWARD CRITERIA</u>

- A. <u>Evaluation of Proposals:</u> Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth herein. The specifications within this RFP represent the minimum performance necessary for response.
- B. <u>Qualifications of Offerors:</u> The Authority may make such investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services, and the Offeror shall furnish to the Authority all such

information and data for this proposal as may be requested. The Authority reserves the right to reject any proposal if the evidence submitted by, and investigations of, such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

C. <u>Award of Contract</u>: The Authority shall select the Offeror deemed to be best qualified, responsible and best suited among those submitting proposals. Negotiations shall be conducted with the Offeror selected. If negotiations with the Selected Offeror are successfully completed, the Authority shall award the contract to that Offeror.

The Authority reserves the right to reject any and all responses at any time prior to an award, to waive any informalities or irregularities therein, to award or refrain from awarding a contract, to re-advertise for requests for proposals, and shall not be required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The award document will be a contract incorporating, by reference, all of the requirements, terms and conditions of the solicitation and the Selected Offeror's proposal as negotiated.

Award is expected by May 24, 2012 and the Selected Offeror's performance of service is to begin on or about July 1, 2012. The Term will be for three (3) years with the option to extend annually for a maximum of two (2) additional years. Either party may terminate the contract with sixty (60) days written notice.

VI. GENERAL TERMS AND CONDITIONS

- A. <u>Disadvantaged Business Enterprise (DBE)</u>: Disadvantaged Business Enterprises (DBE) are encouraged to respond to this request for proposals.
- B. Anti-Discrimination: By submitting a proposal, each Offeror certifies to the Authority that the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act and the Virginia Public Procurement Act.
- C. <u>Applicable Laws and Courts:</u> This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Norfolk Circuit Court. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

- D. <u>Compliance with Federal Security Regulations</u>: The Offeror shall comply with all rules, policies, procedures and regulations of the Transportation Security Administration pertaining to airport security which affect the Offeror's operation on the Airport. This includes the successful completion of criminal and security background checks for each employee assigned to work at the Airport, at the Offeror's expense.
- E. <u>Insurance</u>: The Offeror shall comply with the Authority's insurance requirements for vendors performing services at the Airport. The Authority reserves the right to modify these insurance requirements during the term of the contract to reflect operational and market conditions.
- F. <u>Indemnity:</u> The Offeror shall protect, defend, indemnify and hold harmless the Authority and its commissioners, officers, directors, and employees, completely from any and all liabilities, losses, suits, actions, claims, judgments, fines, or demands of any character, including, but not limited to, court costs and attorney's fees, brought because of any injuries (including death) or damages received or sustained by any person, persons, or property arising out of or related, in whole or in part, in any way to the provision of the services of the Offeror, its successors, contractors, subcontractors, suppliers, agents, employees or invitees.
- G. <u>Termination</u>: Either the Authority or the Offeror may cancel or terminate this contract at any time during the term provided at least sixty (60) days written notice is provided to the other party.
- H. Ethics in Public Contracting: By submitting a proposal, each Offeror certifies that the proposal is made without collusion or fraud and that the Offeror has not offered or received kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the proposal, and that Offeror has not conferred on any public employee having an official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- I. <u>Immigration Reform and Control Act of 1986</u>: By submitting a proposal, each Offeror certifies that it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- J. <u>Assignment of Contract:</u> A contract shall not be assignable by the Selected Offeror in whole or in part without the written consent of the Authority.
- K. <u>Late proposals</u>: To be considered for selection, proposals must be received by the Authority by the designated date and hour. Proposals received after the

date and hour designated are automatically disqualified and will not be considered. The Authority is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Authority by the designated date and hour.

- L. Offeror Understanding of Requirements: It is the responsibility of each Offeror to inquire about and clarify any requirements of the RFP that are not understood. A mandatory pre-proposal meeting will be held at 2:00 p.m. on Thursday April 19, 2012 in Conference Room A in the Departures Terminal at Norfolk International Airport. This meeting will provide interested Offerors the opportunity to ask questions and request clarification of this RFP. The Authority will not be bound by oral explanations as to the meaning of specifications or language contained in this RFP. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted via e-mail to the Authority's Director of Operations at ssterling@norfolkairport.com by 4:00 p.m. on Wednesday April 25, 2012. The Authority's response to questions, comments or requests will be provided in the form of a written Addendum to the RFP and provided via e-mail to all entities who attended this mandatory pre-proposal meeting.
- M. Offer Acceptance Period: Any proposal submitted in response to this solicitation shall be valid for ninety (90) days. At the end of 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- N. <u>Conflict of Interest:</u> The Offeror represents to the Authority that entering into this agreement with the Authority does not entail any violation of the Virginia Conflict of Interest Act.
- O. <u>Subcontracts</u>: No portion of the work shall be subcontracted without the prior written consent of the Authority. In the event that the Selected Offeror desires to subcontract some part of the work specified herein, the Selected Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. <u>Costs:</u> The Authority assumes no obligation for any costs associated with preparation or submission of proposals.
- Q. <u>Unauthorized Contact:</u> Except for the pre-proposal meeting and written communications with the Director of Operations as specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this RFP and the service described herein is

prohibited and shall be cause for disqualification of the Offeror. The Authority will not meet individually with any Offeror prior to receipt of proposals.

Wayne E. Shank, A.A.E. Executive Director