



## **REQUEST FOR PROPOSALS**

### **SECURITY GUARD SERVICES**

Solicitation Number FY21-805-32

MANCHESTER-BOSTON REGIONAL AIRPORT  
MANCHESTER, NEW HAMPSHIRE

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**SECURITY GUARD SERVICES**  
**MANCHESTER-BOSTON REGIONAL AIRPORT**  
**MANCHESTER, NH**

**Solicitation Number FY21-805-32**

The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter called the "AIRPORT"), being the duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, located in the City of Manchester and Town of Londonderry, New Hampshire hereby solicits Statements of Proposals ("PROPOSALS") from Firms for Security Services.

Proposal documents are available at the Administrative Offices of the AIRPORT at One Airport Drive, Suite 300, Manchester, New Hampshire 03103 or on-line at:

<https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/>

Interested firms are encouraged to submit one PROPOSAL that conforms to the requirements of this RFP. It is the intent of the AIRPORT to select one RESPONDENT for a term of five (5) years fixed with two (2) two (2) year options.

The AIRPORT reserves the right to reject any or all Proposals and to waive any informality in the competitive process. No Proposal may be withdrawn for a period of 60 days after the opening thereof.

**Title VI Solicitation Notice:**

Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## SECTION I – INSTRUCTION

### 1.1 Statement Content and Organization

RESPONDENTS interested in providing the services as described in this RFP must include in their PROPOSAL the following information.

### 1.2 Disadvantaged and Local Small Business Opportunity Goals

This section is intended to allow the RESPONDENT an opportunity to discuss any past or present demonstrated commitment to small and minority businesses and contributions. The RESPONDENT is asked to state its:

- A) past efforts to mentor, train and otherwise demonstrate their corporate commitment to the growth and development of the small and minority business community; and,
- B) present intentions to mentor, train, and include Disadvantaged Business Enterprises (“DBE”) in any scope of work contemplated under this procurement action.
- C) A Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 26, as amended. It is the official policy of the AIRPORT to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. The AIRPORT is also fully committed to the implementation of these rules and regulations through its approved DBE program.
- D) Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on AIRPORT projects or contracts must be duly certified as a DBE by the New Hampshire Department of Transportation Office of Federal Compliance (“NHDOT-OFC”) at:

<https://www.nh.gov/dot/org/administration/ofc/dbe.htm>

As part of their STATEMENT, RESPONDENTS shall include documentary evidence that proposed DBE firms contained in the STATEMENT are duly certified by the NHDOT-OFC. Any proposed firm that has not received such certification from NHDOT-OFC at time of STATEMENT submission must receive certification prior to the execution of the AGREEMENT by the RESPONDENT. Should a firm not receive their certification prior to execution of the AGREEMENT by the RESPONDENT shall be replaced by the RESPONDENT with a certified DBE subject to the approval by the AIRPORT.

### 1.3 Description and Scope of Work

A detail description and scope of work is depicted in **Appendix-A**.

### 1.4 Location

This section requires the RESPONDENT to list the office location proposed by the Prime Contractor and all Sub-Contractors that will be used to manage the work contemplated under this procurement action.

**1.5 Certifications**

This section requires the RESPONDENT to incorporate signed and duly notarized copies of the certifications found in **Appendix-B**.

**STATEMENTS THAT DO NOT CONTAIN SIGNED AND NOTARIZED CERTIFICATIONS WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

**1.6 Statement Organization**

The BID STATEMENT shall be organized in sections. STATEMENTS are limited to **30-single sided** pages. The RESPONDENT is free to use 8.5” x 11” paper for their submission.

*Any pages beyond the 30-page limit or any information submitted on paper size in excess of 11”x17” will not be considered by the AIRPORT.*

**1.7 Submission Date and Procedures**

Each RESPONDENT must submit **five (5)** hard copies of their STATEMENT. The envelope/package containing the STATEMENTS shall be marked:

**“RFP SECURITY GUARD SERVICES - Solicitation Number FY21-805-32”**

with the RESPONDENT’S name clearly stated at the bottom left of the envelope/package in which the Statement is contained.

STATEMENTS shall be delivered by **2:00 pm** on **April 27, 2021** to the offices of the Manchester-Boston Regional Airport and addressed to:

Mrs. Cheryl Keefe  
Properties and Contract Specialist  
Manchester-Boston Regional Airport  
1 Airport Road Suite 300  
Manchester, NH 03103  
Telephone: (603) 624-6539  
Email: ckeefe@flymanchester.com

**STATEMENTS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DATE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

## SECTION II – SELECTION PROCESS

### 2.1 Selection Process

The AIRPORT could use a two-phase selection process. The first phase is the written STATEMENT and the second phase will be oral interviews (“INTERVIEWS”) of short-listed RESPONDENTS. Should an insufficient number of STATEMENTS be received by the AIRPORT to develop an competitive shortlist of RESPONDENTS, then the AIRPORT reserves the right to reject all STATEMENTS received and reissue the RFP or select directly from the responses received.

### 2.2 Selection Schedule

The AIRPORT intends to adhere to the following schedule:

<b>Solicitation Step</b>	<b>Date</b>
Advertise RFP	April 5, 2021
Final Date for RFIs	April 19, 2021 by 2:00pm
<b>RFP Submission Deadline</b>	<b>April 27, 2021 by 2:00pm</b>
RFP Review and Scoring by Committee	May 7, 2021
Evaluation Committee Meeting	May 12, 2021
<b>Interviews, if needed</b>	<b>Week of May 17, 2021</b>
Notification of Intent to Award	May 31, 2021
Agreement Executed	June 4, 2021
Transition/Training	June 23, 2021
<b>Notice to Proceed</b>	<b>July 1, 2021</b>

### 2.3 Preliminary Review

Upon receipt of submittals, the AIRPORT will conduct a preliminary review to assure that each submittal is generally responsive to the published criteria. STATEMENTS deemed non-responsive will be returned to the RESPONDENT with a brief explanation of the reason for the rejection.

### 2.4 Formal Evaluation and Scoring

Following preliminary review, an Evaluation Committee will convene to independently review and score each STATEMENT based on the information requested in Sections 2.1.1 through 2.1.7. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible RESPONDENT to perform the work contemplated under this procurement action.

The following criteria, scoring, and review process will be employed by the AIRPORT:

<b>Criteria</b>	<b>Max Score</b>
Cost – hourly rates for the positions of security supervisor and security guard and any proposed related costs.	25 points
Successful and qualifying experience as a relevant security guard company with recent area contracts which have addressed similar complex business/travel environments.	40 points
Understanding of the scope of the services and the approach proposed to complete them.	10 points
Financial stability of the SECURITY GUARD CONTRACTOR	10 points
Professional qualifications of the SECURITY GUARD CONTRACTOR and/or team, including strength of the proposed supervisor/manager and expertise of other key SECURITY GUARD CONTRACTOR personnel, and the SECURITY GUARD CONTRACTOR 's approach for providing a contact for coordination of the services. Adequacy and reasonableness of the proposed personnel and resources, including the SECURITY GUARD CONTRACTOR (S)'s current workload and demonstrated ability to achieve required training, schedules, or deadlines.	15 points
<b>TOTAL MAXIMUM SCORE</b>	<b>100 points</b>

The maximum score per evaluator is **100 points**

**2.5 Phase I Tiebreaker**

In the event of a tie between two or more RESPONDENTS, the RESPONDENT with the higher contract value presented under Cost will be awarded the tie-breaker.

**2.6 Phase I: Shortlist Development**

Notwithstanding the provisions of Section 3.1 above, the AIRPORT may shortlist up to four (4) RESPONDENTS for Phase II of the selection process. Short-listed RESPONDENTS will be provided a minimum of one-week to prepare.

**2.7 Phase II: Interviews**

Shortlisted RESPONDENTS shall have the opportunity to present their qualifications to the Evaluation Committee. This is an opportunity for shortlisted RESPONDENTS to clarify their STATEMENTS and present any additional information that the shortlisted RESPONDENTS wish the Evaluation Committee to consider. No more than four (4) personnel from each shortlisted RESPONDENT shall be at the interview, but one (1) member shall be the Principal-In-Charge.

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## **2.8 Final Selection**

Upon completion of the Phase II Interviews, the Evaluation Committee shall independently score each shortlisted RESPONDENT. The criteria used to score the presentations shall be included in notification of shortlist issued to shortlisted RESPONDENTS.

After each committee member independently scores each shortlisted RESPONDENT, the Evaluation Committee shall convene and select the highest scored RESPONDENTS by summing their respective Phase I and Phase II scores.



## SECTION III – GENERAL CONDITIONS

### 3.1 **Airport Right to Reject and Waive Minor Irregularities**

The AIRPORT reserves the right to reject any and all STATEMENTS or to re-advertise for additional STATEMENTS. The AIRPORT reserves the right to waive minor irregularities.

The selection shall be at the sole discretion of the AIRPORT. No RESPONDENT shall have any cause of action against the AIRPORT arising out of a failure by the AIRPORT to consider the qualifications of the RESPONDENT, or the methods by which the AIRPORT evaluated the STATEMENTS received.

### 3.2 **Inquiries**

Inquiries on all matters pertaining to this RFP or the process the AIRPORT is following should be directed to:

Mrs. Cheryl Keefe  
Properties and Contract Specialist  
Manchester-Boston Regional Airport  
1 Airport Road Suite 300  
Manchester, NH 03103  
Telephone: (603) 624-6539  
Email: [ckeefe@flymanchester.com](mailto:ckeefe@flymanchester.com)

### 3.3 **Contact With Airport Staff**

From the time of receipt or publication of the RFP, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with the AIRPORT to the point of contact listed in Section 3.2. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the AIRPORT point of contact will direct the question or comment to the appropriate person or authority.

Other than as permitted herein, respondents to this solicitation may not contact AIRPORT executives beyond the person identified in Section 3.2, any members of the evaluation committee, or those representing any AIRPORT interests in this solicitation for the purpose of discussing the same.

**VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE STATEMENT AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.**

### 3.4 **Addendums and Clarifications**

No interpretation of the meaning of any part of the RFP, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any RESPONDENT orally. All requests for written interpretations or corrections shall be submitted in writing and addressed to the AIRPORT using the contact information in Section 3.2. by the date listed in Section 2.2.

All such interpretations and supplemental instructions will be in the form of a written ADDENDUM to the RFP documents, which, if issued, will be posted on the AIRPORT website, [www.flymanchester.com](http://www.flymanchester.com).

Only the interpretations or corrections so given by the AIRPORT in writing will be binding, and prospective RESPONDENTS are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP.

It is the responsibility of the RESPONDENT to incorporate any ADDENDUM into their STATEMENT and to acknowledge receipt of any ADDENDUMS and including the same in their STATEMENT. If a RESPONDENT fails to acknowledge receipt of any such ADDENDUM, their STATEMENT will be construed as though the ADDENDUM has been received and acknowledged.

### **3.5 Additional Provisions**

The AIRPORT reserves the right to add, delete, or revise any section of this RFP. The AIRPORT reserves the right 1) to accept the RESPONDENT(S) it deems most suitable and beneficial and 2) to reject any or all STATEMENTS received as part of this RFP. The AIRPORT also reserves the right to retain all copies of STATEMENTS submitted by RESPONDENTS.

### **3.6 Rejection of Irregular Statements**

The AIRPORT reserves the right to reject STATEMENTS that are considered irregular in the sole discretion of the AIRPORT. STATEMENTS will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The AIRPORT reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any RESPONDENT.

### **3.7 Cost**

RESPONDENTS are responsible for any and all costs associated with their STATEMENT including, but not limited to, the creation of the STATEMENT and any interviews (if applicable). The AIRPORT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the RESPONDENT at no cost to the AIRPORT.

### **3.8 Non-Discrimination Provisions**

The RESPONDENT agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The RESPONDENT specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

### **3.9 Sub-Contractors**

If any sub-contractor(s) are to be used by the Prime Contractor in the discharge of its duties in performance of the work contemplated in this procurement action, then the Prime Contractor is as fully responsible to the AIRPORT for the acts and omissions of any sub-consultant and of

persons either directly or indirectly employed by any sub-contractor, as they are for the acts and omissions of persons directly employed by the Prime Contractor. It is the responsibility of the Prime Contractor to ensure that any and all subs comply with all terms and conditions of the AGREEMENT. Nothing contained in the AGREEMENT or any STATEMENT creates any contractual relationship between the subcontractors and the AIRPORT. The AIRPORT requires that all subcontractors enter into a formal agreement with the Prime Contractor. After each subcontractor agreement is executed, the Prime Contractor is required to issue a letter to the Airport Director that certifies the sub-contractor agreement contains required federal contract provisions.

## APPENDIX-A

### A. DESCRIPTION OF WORK

The City of Manchester, New Hampshire, Department of Aviation; hereby solicits bids for Security Guard Services at Manchester - Boston Regional Airport from qualified Bidders. The respondents to this request must have the ability to enter into an agreement with the ultimate goal of entering into a multi-year Operating Agreement.

The City of Manchester which owns and operates the Airport through its Department of Aviation will accept and review bids from Bidders and select one (1) Contractor to provide the services. The Airport intends to enter into a five (5) year Operating Agreement with one (1) contractor. The term of this agreement may be extended at the Airport's election for two (2) additional, two (2) year option periods, at the mutual discretion of either party.

AIRPORT seeks a SECURITY GUARD CONTRACTOR to fulfill the responsibilities and duties outlined in this RFP:

- 1) As a Bidder researches information for their proposal, they should be mindful that the role involved truly involves some of the first and most mindful interactions between the AIRPORT and its customers. Although cost of a proposal is extremely important, the Bidder's explanation of how they will recruit and retain quality personnel is a paramount consideration in our review of proposals.
- 2) SECURITY GUARD CONTRACTOR will present recommended staffing plans, levels of personnel types, and working hours with full monthly schedules. The recommended staffing plan will include proposed coverage plans including staffing for sick calls, holidays, vacations, etc. Any modifications to accepted staffing levels must be approved by the AIRPORT's Security Manager.
- 3) SECURITY GUARD CONTRACTOR shall provide a detailed hourly pay rates with pay scale and benefit package proposed for its staff. Any modifications to the pay scale and/or benefits during the initial period of the contract shall be identified in the proposal. All costs (pay, benefits, administrative costs) shall be covered by the proposed hourly rate of the security guards and supervisors.
- 4) At any time during this contract, AIRPORT retains the right to review SECURITY GUARD CONTRACTOR staffing levels and schedules. AIRPORT may make modifications with a two-week notice. Any increase or decrease in staff shall include a corresponding increase or decrease to the cost of the weekly invoice.
- 5) The SECURITY GUARD CONTRACTOR is required to provide the AIRPORT various completed security logs completed in the course of their staff's duties on a weekly basis.
- 6) SECURITY GUARD CONTRACTOR will be responsible for providing continuous services 24 hours per day, 7 days per week, and 365 days per year including leap year.
- 7) SECURITY GUARD CONTRACTOR to have minimum necessary personnel staffed by June 23, 2021 to fulfill setup scope of work and to get key personnel familiar and trained with the

entire facility and its operational requirements. SECURITY GUARD CONTRACTOR to be fully staffed and trained for Thursday, July 1, 2021.

## **B. SCOPE OF SERVICES**

Bidders shall acknowledge in their proposal, that the AIRPORT's scope of services will likely grow as the AIRPORT emerges from the CoVID 19 pandemic period. Furthermore, provide the AIRPORT with an understanding of how quickly they can provide the necessary trained resources.

The SECURITY GUARD CONTRACTOR will provide sufficient resources to provide the AIRPORT with Security Guard services for the benefit of the AIRPORT. The SECURITY GUARD CONTRACTOR will provide security guards and supervision in numbers identified by the AIRPORT for efficient service.

The SECURITY GUARD CONTRACTOR selected will be required to act in a courteous and/or friendly manner while enforcing AIRPORT rules, remembering always that they are, in effect, representing the AIRPORT to its users.

The general scope of services includes, but is not limited to, the following:

- 1) Provide professional Security Guard Services as required by the AIRPORT;
- 2) Provide assistance to employees and users of the AIRPORT;
- 3) Patrol terminal buildings and other AIRPORT buildings;
- 4) Staff AIRPORT perimeter vehicle and pedestrian gates, to ensure proper access control to secure areas;
- 5) Enforce AIRPORT rules and regulations through the issuance of warnings and/or citations;
- 6) Provide oversight, plan, allocate and monitor time, people, equipment, and other resources to ensure efficient organization and completion of work;
- 7) Ensure qualified individuals are recruited, carefully screened, and selected to fill all contract security guard positions;
- 8) Ensure that security guard candidates are properly trained to properly serve the AIRPORT, as well as to avoid legal and civil liability.

The SECURITY GUARD CONTRACTOR must operate as a separate AIRPORT Division of the primary Security Company; and its agreed upon staffing level, when on-shift, may not be called off AIRPORT terminal assignments for any reason, unless they receive the explicit, direct permission of the Airport Director or his designee.

## **C. STATEMENT OF EXPERIENCE AND CAPABILITIES**

Bidders shall describe the duration and scope of their experience in providing Security Guard Services, particularly in New Hampshire and New England. Information minimally shall include years of experience in a transportation setting and/or in other locations which would indicate your company's ability to provide Security Guard Services at Manchester • Boston Regional Airport. Include a list of all your existing airport and large commercial customers, site locations, and number of security guards employed. Reference information must be provided for all.

Bidders shall indicate how they qualify to handle this project. Description should include, but not be limited to, the following: methodology for scheduling of personnel, level and degree of training personnel have received, safety, quality and/or professional standards, equipment, etc. Bidders shall provide their minimum qualifications for the person they chose to lead and manage the Airport security guard company division.

#### **D. WORK SCHEDULE:**

SECURITY GUARD CONTRACTOR must provide Security Guards and a Security Supervisor coverage for a 24 hour, seven days a week, 365 days a year schedule to staff the following number of positions:

##### **CURRENT:**

- 1) Supervisor - Site/Curb (1) -24 hours a day – 168 hours weekly
- 2) Guard - Curbside/Traffic (1) – 24 hours/day - 168 hours weekly
- 3) Guard – Worker Checkpoint (1) – 7 hours/day – 49 hours weekly

##### **PRE-PANDEMIC:**

- 1) Manager/Supervisor - Site (1) - 8 hours a day – 40 hours weekly (M-F 8 AM to 4 PM)
- 2) Supervisor - Site/Curb (1) -16 hours a day – 112 hours weekly (when Manager/Supervisor isn't so assigned)
- 3) Guard - Curbside/Traffic (1.3) – 32 hours/day- 224 hours weekly (1 for 24/7, additional Guard replaces Curb Supervisor position as Mgr./Sup. is on site)
- 4) Guard – Worker Inspection Checkpoint (1) – 14 hours/day – 98 weekly hours (randomly scheduled)
- 5) Guard – Airfield Gate Control – 12 hours/day – 60 weekly hours (Mon- Fri - 5 AM to 5 PM)
- 6) Guard – Exit Lane Monitoring – 4 hours/day – 28 weekly hours (Flexible Evening hours dependent on Current Flight Schedule)

There may not be any diminution of this coverage level by the SECURITY GUARD CONTRACTOR, unless agreed to by the Airport Director or designee.

Additionally, the security guard staff shall, on each shift, have an on-site supervisor, and/or an officer in charge to be responsible to the Airport Security Manager or his designee.

Airport Management retains the right and discretion to determine staffing levels, work assignments and duties.

#### **E. TRAINING:**

SECURITY GUARD CONTRACTOR must provide fully trained security staff. No officers shall be assigned at the AIRPORT without completing the Contractor's AIRPORT approved training program. The Contractor's Training Program shall be completely outlined in this Bid Document. The Contractor's Training Program shall be completed at the owner's expense. Training Records shall be maintained by the Contractor for a period of not less than two years after the employee has terminated employment with the Contractor. Site Officers and Supervisors' training records shall be available to the AIRPORT within 48 hours of request.

AIRPORT will provide additional Post Orders which outline responsibilities of the Guard's assignments, which must be reviewed and understood by all assigned prior to deployment.

## **F. EQUIPMENT:**

Security Guards and Supervisors are required to be fully outfitted, on a daily basis, with a uniform which represents both the SECURITY GUARD CONTRACTOR and the AIRPORT as a professional who is an easily recognizable and a conduit to security, safety, directions and guidance to users.

All equipment and uniforms must be approved by the AIRPORT. All equipment, beyond uniforms will be purchased, provided, and maintained by the AIRPORT. Uniforms (procurement, maintenance & cleaning) are the responsibility of the SECURITY GUARD CONTRACTOR.

Uniforms shall be professional in appearance, consisting minimally of summer and winter outfitting of shirts, pants, hats, jackets/coats, and reflective vests or jackets marked "AIRPORT SECURITY". Guards shall be outfitted with sufficient clothing to allow for necessary repairs and cleaning.

Assigned equipment will remain the property of the AIRPORT.

- 1) The AIRPORT will provide the SECURITY GUARD CONTRACTOR with an office at the AIRPORT. Such space may be re-located with notice dependent upon AIRPORT need.
- 2) The SECURITY GUARD CONTRACTOR shall keep such areas clean and orderly at all times.
- 3) The SECURITY GUARD CONTRACTOR shall keep the office door locked whenever unoccupied.
- 4) The SECURITY GUARD CONTRACTOR shall not allow persons who do not possess a current AIRPORT security badge to remain on-site unescorted.
- 5) The SECURITY GUARD CONTRACTOR shall not store any items not related to the Contract anywhere on the AIRPORT.
- 6) The SECURITY GUARD CONTRACTOR shall immediately notify the AIRPORT of any concerns or observations related to any item in need of repair or maintenance, including any item or situation that may result in disruption to passenger flow.

Damage caused by the SECURITY GUARD CONTRACTOR to any AIRPORT-owned property shall be repaired or replaced to the satisfaction of the AIRPORT at the SECURITY GUARD CONTRACTOR'S expense. The AIRPORT, at its sole direction, may elect to repair or replace the damaged property and deduct such costs from monies due the SECURITY GUARD CONTRACTOR.

## **G. SECURITY GUARD CONTRACTOR TRANSITION ASSISTANCE**

At the expiration or earlier termination of the Agreement, the SECURITY GUARD CONTRACTOR shall provide transition assistance to enable the AIRPORT to continue the operation and security services until the AIRPORT itself or a replacement SECURITY GUARD CONTRACTOR commences with required services. The SECURITY GUARD CONTRACTOR shall cooperate fully with the AIRPORT and any replacement SECURITY GUARD CONTRACTOR to ensure a smooth and timely transition. The SECURITY GUARD CONTRACTOR obligation to provide transition assistance shall not extend more than ninety (90) days beyond the expiration or termination date of the Agreement, including any extension thereof.

## **H. INSURANCE & BENEFITS**

Contractor must supply Workers Compensation coverage, and all other necessary insurance coverage, and is additionally responsible for the cost of any other of the Contractor's benefits. Fully identify the benefits and compensation package provided to the Contractor's personnel.

## **I. LICENSE**

Contractor must be duly licensed by the State of New Hampshire-Department of Safety-Division of State Police, as a Security Agency. Proof of such shall be provided by attaching a copy of the License Certificate to this bid package.

## **J. PERFORMANCE STANDARDS**

To be determined by the AIRPORT prior to the award of the contract, with the input of the selected proposer.

## **K. REPORTS**

Selected Contractor shall be responsible to supply reports periodically to the Airport Director or designee as requested. Further, notification of security/law enforcement incidents occurring at the AIRPORT shall be made to the Airport Security Manager or designee as required.

## **L. DISSEMINATION OF INFORMATION**

No statement, press release, plans or other information regarding Manchester • Boston Regional Airport or its operation shall be released to the public without the express written consent in advance by the Airport Director or designee. Release of AIRPORT information or a worker's airport actions related to normal or emergency actions/interactions via social medias is strictly prohibited.

## **M. SENSITIVE SECURITY INFORMATION**

1. SECURITY GUARD CONTRACTOR will manage and protect Sensitive Security Information (SSI) and require all providers' personnel to sign a non-disclosure agreement.
2. SECURITY GUARD CONTRACTOR acknowledges that the services provided pursuant to this contract are subject to confidentiality under the Sensitive Security Information (SSI) Policy as administered by the Federal TSA. SSI must be protected as required by 49 Code of Federal Regulations (CFR) Part 1520 and Department of Homeland Security Management Directive 11042.1. SECURITY GUARD CONTRACTOR shall not divulge information or documents pertaining to the service provided pursuant to this contract to third parties without first notifying AIRPORT.

## **N. SECURITY AND BACKGROUND INVESTIGATIONS**

All personnel will be required to obtain an Airport Security Identification Badge and will be responsible for adhering to all Airport Security and Transportation Security Administration Rules and Procedures. A valid issued Airport Security Identification is required to be possessed and displayed during all hours of work at the AIRPORT.



The SECURITY GUARD CONTRACTOR will identify two company individuals as Authorized Signers for their company. Initially and then on an annual basis they will be required to undergo specialized training administered by the Airport Security Office.

The SECURITY GUARD CONTRACTOR's personnel seeking an Airport Security I.D. Badge must undergo a fingerprint based criminal history records check and a Security Threat Assessment administered by the Transportation Security Administration (TSA). Disclosure of a criminal offense, as defined by TSA security regulations or AIRPORT rules, will disqualify a candidate from receiving an Airport Security I.D. Badge, which is required for this work. All airport badge holders are enrolled in the TSA's Rap Back program which provides the AIRPORT with notification of an arrest for a criminal offense within 48 hours.

All Security Guards must be currently licensed by the State of New Hampshire – Department of Safety prior to security assignment to the AIRPORT.

In addition to the disqualifying criminal offenses noted on the TSA's disqualifying offense list, which prohibits the issuance of an Airport Security ID Badge, Security Officers shall not have been convicted of a misdemeanor or felony offense within the previous three years of assignment to airport security duties. Furthermore, no Security Officers shall be under the supervision of any probation and/or parole department while assigned to the AIRPORT. The SECURITY GUARD CONTRACTOR's must conduct a background investigation to verify compliance with these rules, at the SECURITY GUARD CONTRACTOR's expense.

Airport Security I.D. Badge applicants will also be required to participate and pass a computer based interactive employee security training program. The system is on-site at the Airport and is accessible 24/7.

The SECURITY GUARD CONTRACTOR will be responsible for any security related violations or penalties levied against the SECURITY GUARD CONTRACTOR or AIRPORT by TSA or other agency, as a result of negligence on the part of the SECURITY GUARD CONTRACTOR or its agents.

## **O. PERFORMANCE BOND**

Contractor shall provide to the City at the time of delivery of a Contract duly executed to City a Performance Bond. Such Performance Bond shall be effective as of the starting date hereof and shall be maintained by contractor throughout the term of this contract in an amount equal to one hundred (100%) of contract amount. The amount of the Performance Bond may be rounded to the nearest One Thousand Dollars (\$1,000.00). Such Performance Bond shall guarantee the contractor's faithful performance of all its obligations under this contract. Any Performance Bond provided by the Contractor under this agreement shall be in a form approved in advance in writing by the Director and shall be written by a company licensed to do business in the State of New Hampshire. In the event any Performance Bond provided hereunder shall be for a period of less than the full term of this contract, the Contractor shall provide a renewal or replacement bond which complies with the requirements of this section at least thirty (30) days prior to the date on which the previous bond expire.

## **P. RESPONSIBILITY FOR BID**

Each bidder is responsible for carefully examining each and every one of the terms and conditions set forth in this document and for making inspections of the work or otherwise judging for itself all the circumstances and conditions affecting the Bidder's Bid. Submission of a Bid shall be conclusive evidence that the Bidder has made such examinations and investigations.

Failure on the part of the Bidder to make such examination and to investigate fully and thoroughly shall not be grounds for any declaration that the Bidder did not understand the conditions of the Bid. City makes no warranties or guarantees of any whatsoever concerning which may affect the said work as described herein or any aspect of the Bidder's Bid.

## **Q. PROPRIETARY DATA**

The Bidder's Bid may contain information which is proprietary to its business. City will handle in strictest confidence all material received in response to this Bid Document. The City will, upon request of the Bidder, keep such material confidential and will remain confidential throughout the period during which the City is reviewing prospective Bidders and negotiating the Agreement.

City requires that Bidders handle in confidence any information or data received from the City which may be construed as proprietary to the City's ownership and management of the City. Additionally, such information or data may be security sensitive and should be viewed only by Bidder's staff during Bid preparation and by workers during all phases of work, after awarding of the contract. No information or data may be forwarded to any person(s), unless necessary to prepare the Bid, without the written consent of the AIRPORT.

## **R. PROHIBITED ACTS:**

The Contractor shall:

- 1) Conduct its activities in an orderly and proper manner and so as not to annoy, disturb or be offensive to others;
- 2) Commit no nuisances while on City's property, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance thereon;
- 4) Not conduct its activities in a manner that deprives the public of its rightful, equal and uniform use of the AIRPORT;
- 5) Not conduct its operations so as to interfere with reasonable use by others of Manchester-Boston Regional Airport;
- 6) Not conduct its operations in such a way as to hinder police, fire fighting, or other emergency personnel in the discharge of their duties or so as to constitute a hazardous condition that would increase the risks normally attendant upon the activities contemplated in this Agreement.

## **APPENDIX B: CERTIFICATIONS**

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING CERTIFICATIONS INTO YOUR SUBMITTAL. THE AIRPORT WILL CONSIDER STATEMENTS THAT FAIL TO INCLUDE COMPLETED CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE CONSIDERED.**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this SOLICITATION is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Title

## CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title