

REQUEST FOR PROPOSALS
Northwest Regional Airport Authority
AIRPORT LAW ENFORCEMENT SERVICES

I. Introduction

The Northwest Regional Airport Authority (NRAA) is requesting bids for **LAW ENFORCEMENT OFFICER SERVICES** for the Cherry Capital Airport at 727 Fly Don't Drive, Traverse City, MI 49686.

II. Intent

NRAA is seeking a (5) five-year contract for Law Enforcement Officer Services (LEO) at the Cherry Capital Airport. This service will begin May 1, 2025. This service is required for one LEO to be on duty daily for at least approximately 20 hours a day, seven days a week from 1:00 A.M. until 30 minutes after the last airline departure. These times may change based upon flight activity. The NRAA will only pay for hours worked.

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

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

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

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

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

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

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

IV. On-site Inspection

A mandatory on-site inspection will be held on September 25, 2024, at 10:00 am at the Cherry Capital Airport Administration Office.

V. Performance Specifications

Please indicate generally the personnel you intend to assign to the Airport.

Please indicate in your proposal how you will meet the following requirements on or before May 1, 2025:

The provider shall provide training for all persons assigned to the NRAA under the agreement and said training shall be consistent with all standards of its industry. Further, the provider will review its training methods with the NRAA periodically during the course of the contract, and shall provide additional training, if necessary, to comply with requirements established by federal, state, or local law, the NRAA, the Federal Aviation Administration (FAA) or the Transportation Security Administration (TSA) in order to carry forward and perform the services required.

Each LEO employed by the provider in the performance of this agreement shall meet the requirements established in all airport security directives and national amendments issued by the TSA, and shall perform the following services and meet the following requirements:

- Provide an armed deterrence to criminal activity at the Cherry Capital Airport.
- Respond to situations where an individual is interfering with the activities of the screening checkpoint(s) located at the Cherry Capital Airport.
- Take appropriate action if a violation of the law occurs.
- When requested by an on-duty screener employed by the TSA, assist in preventing prohibited items from entering the sterile area as defined at the Cherry Capital Airport.
- Provide for the overall security of the screening checkpoint as defined in the Airport Security Program (ASP) at the Cherry Capital Airport.
- Take control of illegal items that are discovered at the checkpoint(s) and checked baggage screening area.
- Determine whether the credential and badge presented by an armed federal, state, or local law enforcement officer, an armed security company employee, or an airport employee, contractor or tenant and their employees appears to be issued by the appropriate organization, including the review of designated credentials when presented at the screening checkpoint.
- Take appropriate action in accordance with local law enforcement policy when the LEO determines that the credential and/or badge presented do not appear to be properly designated or officially issued.
- Meet all required TSA standards for “law enforcement officer flexible response time” applicable to the security checkpoint(s) at the Cherry Capital Airport as those standards are determined to apply by the Federal Security Director appointed by TSA to administer LEO services for the Cherry Capital Airport
- Patrol the terminal building and airport property within a five-minute brisk walk of the security checkpoint(s) located at the Cherry Capital Airport. Be able to take control of illegal items discovered throughout the building.

- Be able to take control of situations concerning improvised explosive devices (i.e. IED).
- Be trained in handling sensitive security information.
- Search vehicles entering the air carrier ramp for vehicle explosives. Verify the vehicle operator and all passengers have proper identification. Verify that all occupants have valid access to service area. Prohibit pedestrian traffic onto the air carrier ramp.
- Respond to all door alarms as alerted by the security system.
- Assist in monitoring curbside activity to ensure stopping is limited to immediate loading and unloading. Ensure that no vehicles are left unattended.
- Assist with the issuing of civil infraction and traffic tickets as determined by the Airport Chief Executive Officer for the NRAA.
- Provide a vehicle to be used to travel out to gates for vehicle inspections, or other such purposes for those wishing to enter the air carrier ramp.
- Perform the job tasks as assigned while maintaining a high standard of public relations and customer service. The personnel in this position “must” interface with the public in a professional and positive manner.
- Provide seamless replacement coverage for illness, tardiness, etc.; also describe method used for availability.
- Provide own office supplies (computer, printer, paper for reports, pens, etc...)
- Provide own two-way handheld VHF radio.
- Pass a criminal history records check and TSA security threat assessment check.
- Assist airport operations with emergency situations.
- Be MCOLES certified.
- Be trained in the prevention and detection of crime.
- Investigate and enforce the laws of this state and rules, regulations, and ordinances issued by the NRAA at the Airport.

- Have the authority to issue summonses, make arrests, and initiate criminal proceedings at the Airport.

If Bidder is unable to meet the May 1, 2025, deadline to provide the services required by this request for bids, Bidder must provide an explanation and a proposed alternative date by which the bid requirements shall be met by Bidder.

VI. Cancellation of the Contract

NRAA reserves the right to terminate the services provided under the agreement with sixty (60) days written notice.

VII. Insurance

Provider shall maintain insurance with companies approved to do business in the State of Michigan for the protection of the NRAA and naming it as an additional insured against claims, losses, costs or expenses arising out of injuries or deaths of persons whether or not employed by the provider; or against claims, losses, costs or expenses arising from damage to property, whether resulting from the acts or omissions, negligence or otherwise of the provider or any of its agents, employees, patrons or other persons, and growing out of the use of the said airport premises by the provider. Such policies shall include those set forth in the attached Law Enforcement Officer Services Contract (the "Contract") with liability limits as set forth therein. If by reason of changed economic conditions the insurance amounts referred to above become inadequate, the provider agrees to increase the amounts of such insurance promptly upon NRAA's request.

The successful provider shall defend, indemnify and hold the NRAA free and harmless as set forth in the Contract.

The provider shall furnish evidence to the NRAA of the existence and continuance of said policies by depositing a certificate of insurance evidencing that the insurance requirements are met along with an endorsement providing that the NRAA is an additional insured. Said policies shall be so worded as to insure thirty (30) day notice of cancellation to the NRAA. Said policies shall also be subject to the approval of the NRAA. The provider further agrees that a waiver of subrogation clause shall be incorporated into and made a part of said insurance policies to the extent it can be accomplished without prejudice to the provider rights.

The provider shall furnish to the NRAA satisfactory evidence that it carries Worker's Compensation Insurance in accordance with the laws of the State of Michigan.

VIII. Bid preparation and response

To be considered, bids must be clearly **marked “LAW ENFORCEMENT OFFICER SERVICES”** and received in the Airport Administration Office 727 Fly Don’t Drive, Traverse City, MI 49686 no later than **October 16, 2024, at 4:00 pm.**

IX. Bid Selection

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

The NRAA will not be obligated to take the lowest bid. The bid will be awarded based on qualifications to perform the tasks requested. The NRAA reserves the right to refuse any and all proposals. The NRAA will take action on the award of the bid at the October 29, 2024, regularly scheduled board meeting. Bidders must be able to meet all bid requirements to begin no later than May 1, 2025.

X. Right to Request Additional Information

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

XI. No Reimbursement for bid costs.

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

XII. Proposals

Each proposal must include the Bidder’s response to the Section V and include the Compensation Proposal form attached.

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

Late bids will not be accepted.
Faxed bids will not be accepted.
E-Mailed bids will not be accepted.

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

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

Upon written request, a bidder may withdraw its proposal prior to the public opening.

XIII. Bids to Remain Subject to Acceptance

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

XIV. Award of Contract

The NRAA reserves the right not to award any contract, to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The NRAA further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The NRAA may also reject the bid of any bidder if the NRAA believes that it would not be in the best interest of the NRAA or the serve to make an award to that bidder. The NRAA also reserves the right to waive any or all formalities or nonconformities, and to negotiate contract terms with the Successful Bidder. Any such waiver shall not affect the validity of the Contract or affect the right of the NRAA to enforce any provision of the Contract.

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

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

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

In evaluating bidders, the NRAA will consider the qualifications of bidders. The NRAA may conduct such investigations as the NRAA

deems necessary to establish the responsibility, qualifications, and financial ability of bidders to perform the work in accordance with the contract documents.

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

CHERRY CAPITAL AIRPORT
LAW ENFORCEMENT OFFICER SERVICES
COMPENSATION PROPOSAL

Bidder's current cost per hour per person for the rank of personnel intended to be assigned to the Airport: _____.

Proposed yearly increase in cost per hour per person: _____%

Bidder Name: _____

Primary Contact Person: _____

Primary Contact Address: _____

Primary Contact Telephone: _____

Primary Email: _____

By Signing this Proposal, Bidder certifies that the provided responses are true and correct. Bidder has read the entire RFP and understands the terms and conditions of the RFP. Further, you are certifying that none of the following circumstances have occurred with respect to Bidder, an officer of Bidder, or an owner of 25% or more share in Bidder, within three years prior to the proposal:

- (a) Conviction of a criminal offense incident to the application for or performance of a contract.
- (b) Conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense which currently, seriously and directly reflects on the Bidder's business integrity, including but not limited to offenses or violations of the Natural Resources and Environmental Protection Act, a persistent and knowing violation of the Michigan Consumer Protection Act, violations of the Michigan Occupational Health and Safety Act, civil rights, equal rights, or nondiscrimination laws, rules or regulations, violations of wage laws, or the loss or suspension of a license which indicates dishonesty, lack of integrity, or the failure or refusal to perform in accordance with ethical standards of the business or profession in question.
- (c) Conviction under state or federal antitrust statutes.
- (d) Attempting to influence a public employee to breach ethical conduct standards.

Signature: _____

Name: _____

Title: _____

Date: _____