

REQUEST FOR PROPOSAL

PHYSICAL ACCESS CONTROL SYSTEM

INTRODUCTION / PURPOSE: The Auburn-Lewiston Municipal Airport (ALMA) is seeking proposals for the installation of an airport Physical Access Control System (PACS) that will align with current ALMA security standards and with CFR 49 Part 1540 and 1542 regulations. The purpose of this RFP is to establish a PACS at ALMA which will require a two-point identification (Badge proximity chip reader and four-digit PIN), and anti-pass back at each access point which is outline in Paragraph 1: Scope of Work. The awarded Respondent will be tasked to establish an Open Architecture access control system which will require:

Respondent's Experience: The Respondent shall submit with the Proposal a list of security system projects of similar layout and magnitude as outlined in this RFP, which have been successfully completed within the last five (5) years. The list shall include the name and phone number of the Airport and/or project Engineer or Supervisor for our reference. Respondent's Technician experience will also be submitted for enough personnel to ensure a qualified Technician is always available to troubleshoot and repair while work is being performed. Proposals will be considered non-responsive without these items.

1. SCOPE OF WORK:

- a. <u>Termina</u>l:
 - i. Install PACS IT hardware in a secure closet (i.e., Hard drives, routers, fire tiein, etc.).
 - ii. Install low-voltage access cabling to support the PACS network.
 - iii. Install up to eight (8) security cameras.
 - iv. Install components to secure seven (7) doors for PACS entry and egress.
 - v. Install Equipment to produce PACS cards
 - vi. Software to manage the security systems from three desktop computers with protocols for trusted employees.
- b. Fixed Based Operations Office (Exhibit B):
 - i. Install PACS hardware in a secure compartment (i.e., Hard drives, routers, fire tie-in, etc.). to support the PACS and security cameras.
 - ii. Door PACS readers (2) will be read in/free out.
- c. <u>Powered Sliding Vehicle AOA Access Gates (Exhibit A)</u>:
 - i. Establish a secure wireless network connection for three (3) gates and a direct connection for one (1) gate.
 - ii. Remove the current remote access system in the gate mechanical boxes.
 - iii. Install PACS card readers on the entrance side, and proximity exit sensors on the AOA side.

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- iv. All hardware will be required to endure the typical weather conditions on the area and be watertight.
- v. Install security cameras at these locations.
- d. Walk-through Swinging Pedestrian Gates (Exhibit A) :
 - i. There are four (4) pedestrian access gates adjacent to each vehicular access gate.
 - ii. Install card-in/free-out PACS at each gate.
 - iii. Install water-tight hardware components.
 - iv. Install security cameras at these locations.
- In order to establish the connection for the Gate security some trenching will be required. This project is new to the ALMA and will require a full installation of all infrastructure components to establish the PACS.
- The ALMA is requesting the proposed PACS system to have scalability to meet the Homeland Security's and the Transportation Security Administration's Security Identification Display Area (SIDA) standards.
- Respondent will include warranties and technical support for the PACS and all infrastructure hardware installed by the Respondent or its sub-Respondent(s) in connection with the contracted services for this project.
- 2. SERVICE PERIOD: Term shall be for a period of three (3) years, commencing on or about October 1, 2022, with two (3) three-year renewal options provided both parties agree and there are no changes to the terms and conditions
- **3. BASIS OF PAYMENT**: Payment shall be made at the respective contract price. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the scope of work.
- 4. FINAL INSPECTION AND ACCEPTANCE: As part of the response to this RFP, the Respondent must submit to an Acceptance Test Procedure ("ATP") that will be used to demonstrate all required functionality of the PACS, including all hardware and software, included in the RFP. The ALMA will work with the Respondent to make any necessary revisions and/or modifications to the ATP before being formally adopted by the ALMA to satisfy the requirements under the Project. If, during the course of performing the ATP, the ALMA determines, in its sole discretion, that the system or any hardware/software performs unfavorably or fails any part of the acceptance test; the deficiency will be logged on a punch list maintained by the ALMA. Identified problems on the punch list shall to be corrected at no additional expense to the ALMA. The Respondent shall correct all deficiencies recorded on the punch list within (10) ten days of the initial ATP inspections. Once corrections have been made the items on the punch list shall be re-inspected until all corrections have been made.

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- 5. **RESPONDENT'S COSTS**: The ALMA shall not be liable for any costs incurred by Respondent's in responding to this Request for Proposal.
- 6. TAXES: The ALMA is exempt from payment of Maine State sales and use taxes. The selected Respondent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the ALMA, nor is the selected Respondent authorized to use the ALMA's tax exemption number in securing such materials.
- 7. **INDEMNIFICATION**: The selected Respondent shall indemnify and hold harmless the ALMA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the ALMA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or sub-Respondents. The selected Respondent shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the ALMA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Respondent expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Respondent shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the ALMA or its officers, employees, agents, and instrumentalities as herein provided. This paragraph shall not be construed to require selected Respondent to indemnify the ALMA for its own negligence, or intentional acts of the ALMA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
- 8. MODIFICATION OF CONTRACT: The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.
- 9. COMPLIANCE WITH FEDERAL STANDARDS: All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Federal Aviation Administration (FAA), the Department of Transportation (DOT), the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
- **10. FEDERAL GRANT ASSURANCES**: The Selected Respondent understands that ALMA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority ("FAA"), and agrees to perform all services and provide all goods in compliance with those Grant Assurances. The parties agree that all terms and

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conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

- A. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the "Respondent"), agrees as follows:
 - 1. Compliance with Regulations: The Respondent (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 2. Nondiscrimination: The Respondent, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Respondents, including procurements of materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Respondent for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Respondent or supplier will be notified by the Respondent of the Respondent's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - 4. Information and Reports: The Respondent will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Respondent is in the exclusive possession of another who fails or refuses to furnish the information, the Respondent will so certify to the sponsor or the Federal Aviation Administration Administration as appropriate, and will set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance: In the event of a Respondent's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a. Withholding payments to the Respondent under the contract until the Respondent complies; and/or b. Cancelling, terminating, or suspending a contract, in whole or in part.



- 6. Incorporation of Provisions: The Respondent will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Respondent will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Respondent becomes involved in, or is threatened with litigation by a sub-Respondent, or supplier because of such direction, the Respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Respondent may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this contract, the Respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the "Respondent") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Respondents, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq) The Respondent and its sub-Respondents warrant compliance with all federal immigration laws and regulations that relate to their employees.
- C. Compliance Transportation Subtitle VII Aviation Programs, Buy-American preferences Sec. 50101 Buying goods produced in the United States From the U.S.
- **11. BINDING EFFECT**: All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

12. SELCTION CRITERIA:

Selection will be based on the following criteria:



- 1) Cover Letter (0 pts) The cover letter must contain the information requested above in the Introduction / Purpose.
- 2) Project Team Experience and Qualifications (20 pts)
 - a) Firm's organizational structure
 - b) Key Personnel
 - c) Availability of key personnel
 - d) If specialized consulting is not available internally, identify proposed subconsultants, their area of expertise, and principals.
- 3) Project Understanding (15 pts)
 - a) Familiarity with projects impact on airport operations
 - b) Understanding of the type of projects identified
- 4) Relevant Experience (30 pts)
 - a) Experience of the firm on comparable projects
 - i) Experience of key members on similar projects
 - ii) List date and description
 - b) Knowledge, understanding and experience with the FAA New England ADO.
 - c) Knowledge of Homeland Security and TSA applicable regulations, policies, and procedures
 - e) Experience of sub consultants on similar projects
- 5) Project Management (20 pts)
 - a) Schedule, budget and quality control procedures with a demonstrated history of meeting schedules and budgets
 - b) Consultant in-house services, technology used and capabilities
 - c) Management and accountability processes for sub-consultants
 - d) Project Management approach

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6) References (15 pts)

a) Three references for related work within the last five (5) years.

i) At least one reference must be provided related to each identified project at an airport with work having been performed within the past five (5) years

b) Identify any litigation, arbitration, or claims related to or associated with projects

i) Against firm within the last five (5) years

ii) Against a proposed team member within the last five (5) years

13. SCHEDULE: The following schedule identifies major milestones of the selection process and may be modified at the discretion of the Airport.

Activity:

Deadline:

RFP Issued	June 28, 2022
Questions or Clarifications of Solicitation	Friday, July 22, 2022, 2:00 pm (EST)
Proposal Submissions	Thurs, July 28, 2022, 2:00pm (EST)
Submission Evaluations will be conducted	Mon-Wed, August 8-10, 2022.
Interviews	Mon-Wed, August 15-16, 2022
Decision on selected Respondent	Friday, August 19, 2022

Note: Any addendum(s) will be posted to the Airport website, along with this RFP.

Pre-Bid Tour. Respondents desiring to tour the premises prior to bidding are welcome to contact the Airport Manager for a pre-bid tour.

Contact information is: James H. Scheller:

manager@flytomaine.com Phone: 207-786-0631

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

DBE firms are encouraged to apply. All statements received will be evaluated based on FAA Advisory Circular 150/5100-14E and the criteria listed in the request. The project is funded through the FAA Airport Improvement (AIP) grant program and is subject to Executive Order 11246 (Affirmative Action to Ensure equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and to foreign trade restrictions.

15. CONFIDENTIAL INFORMATION

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Respondents are advised that materials contained in proposals are subject to the Public Records and Proceeding Statute, Title 1, Chat. 13, and the Freedom of Access Act, which after the contract award, may be viewed and copied by any member of the public, including news media and competitors.

Respondents claiming a statutory exception to the Public Records and Proceeding Statute; Title 1, Chapter 13, Freedom of Access Act must place all confidential documents

(Including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that

envelope that confidential materials are included. The Airport must also specify which statutory exception provision applies. The Respondent reserves the right to make determinations of confidentiality.

16. SUBMITTAL INFORMATION:

Three (3) copies of the Proposals will be accepted until 2:00 pm (EST) , and shall be submitted to:

Auburn-Lewiston Municipal Airport (Attn: Airport Manager) 80 Airport Drive Auburn, Maine 04210

Each submitting firm will receive an email acknowledgement of receipt of their Proposal. Any questions regarding this request should be directed to James H. Scheller, Airport Manager, 207-786-0631; email: manager@flytomaine.com



EXHIBIT A







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EXHIBIT B



