



## SECOND ADDENDUM TO REQUEST FOR BID'S FOR Airport Contract Security Services June 29, 2009

### Revisions to the Agreement for Airport Contract Security Services

#### 11. EQUIPMENT.

**11.1 OPERATING AND MAINTENANCE OF EQUIPMENT.** Except as otherwise provided in Section 10.6 above, Operator shall maintain, at its own expense, all office equipment, motor vehicles, and other supplies and equipment required for Operator to perform its duties and obligations under the Agreement (the "Equipment"), whether owned by Operator or supplied by the Port. Upon the expiration or earlier termination of this Agreement, Operator shall return all Port provided Equipment to the Port, with any repairs that Operator is required to make pursuant to Section 10.7 above completed in a manner that is acceptable to Port.

a) Vehicle. Operator shall provide and maintain, at its expense and in good working condition, one service vehicle approved by the Port and equipped with a two-way radio and a roof-mount light bar to be operated by each of Operator's on-duty field supervisors. Said vehicles shall be, and at all times remain, the property of the Operator and shall be used solely for the Services. Additionally, said This vehicle shall not be removed from the Airport without the consent of the Director of Aviation or the Designee, which consent may be granted or withheld in his or her sole discretion. Additionally, this vehicle shall display the Operator's name in a minimum 4" type style and size, shall have the Operator's identification number, and shall be equipped with an Airport issued electrical identification device, so as to be readily identifiable as belonging to the Operator. Each vehicle shall have no visible body damage at any time.

b) Two-Way Radios. Port shall at its expense provide Operator with ~~ten- five(105)~~ **seven (7)** two-way radios to perform the Contract Security

Services, and such two-way radios shall remain the property of the Port. Operator, at its expense, shall maintain all such two-way radios in good working condition, and shall repair any damage to such two-way radios arising out of damage in excess of normal wear and tear. Operator shall use such two-way radios to establish essential links between Operator's Supervisors, traffic control and Port personnel and to minimize the time required to react to and correct any service interruption due to traffic, breakdowns, emergencies or any other reasons. ~~Additionally, the Operator, at its expense, shall maintain a two-way radio network and provide a network radio to each of its security guards or traffic officers on duty at the Airport, as well as two (2) network radios to the Landside Operations Office.~~

## **Exhibit D**

### **Administrative Fee's**

2.10 Five Hundred Dollars (\$500.00) for each occurrence of the failure by Operator to return to the Port all Airport identification badges or keys for each terminated employee within 24 hours of such termination;

2.11 Five Hundred Dollars (\$500.00) for each occurrence of the failure by Operator to return to the Port all Airport parking cards for each terminated employee within 24 hours of such termination;

**Response:** These provisions will not be changed.

This section will not be revised per 110th CONGRESS, 1st Session H. R. 2638, Sec. 542. Section 46301(a) of title 49, United States Code

`` (6) Failure To Collect Airport Security Badges.--  
Notwithstanding paragraph (1), any employer (other than a governmental entity or airport operator) who employs an employee to whom an airport security badge or other identifier used to obtain access to a secure area of an airport is issued before, on, or after the date of enactment of this paragraph and who does not collect or make reasonable efforts to collect such badge from the employee on the date that the employment of the employee is terminated and does not notify the operator of the airport of such termination within 24 hours of the date of such termination shall be liable to the Government for a civil penalty not to exceed \$10,000."

## **FINANCIAL**

The Amounts Payable may, at the option of the Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) for each of the following:

1. **OVERSTATEMENT OF ANY ITEM OF ACTUAL EXPENSE ON ANY BILL, STATEMENT OR REPORT WITH WHICH REIMBURSEMENT FROM THE PORT IS REQUESTED, WITH SUCH FINES NOT TO EXCEED \$500 PER MONTH; AND**
2. **ANY FAILURE TO PROVIDE VERIFICATION OR EVIDENCE THAT PAYMENTS HAVE BEEN MADE OF REIMBURSED EXPENSES TO THE PARTY NOTICED ON THE BILL, STATEMENT OR REPORT FOR SUCH REIMBURSEMENT.**

**Response:** Section 7.2 of the Agreement contains an appeals process. See section 7.2.

**7.2 WAIVER.** The Director or the Designee may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or subsequent violations and shall not be deemed to set a precedent for further waivers. If the Operator disputes the violation that resulted in the imposition of an Administrative Fee, it may submit to the Assistant Director of Aviation, within ten (10) days of its receipt of written notice of the Administrative Fee, a written request for a review of such Administrative Fee pursuant to Article 11.3 of Port Ordinance No. 4091 (or the comparable provisions of any successor thereto), in which event the hearing procedures set forth in said Article 11.3 shall be applicable to Port and Operator with respect to such Administrative Fee.

Per Part II Section 14 of the Request for proposal: a protest has been filed and the new due date for the bids will be established by a future addendum after that protest has either been withdrawn or resolved pursuant to Part II, Section 14 of the RFB. The bid date will be postponed from July 1<sup>st</sup>, 2009, with the new date to be posted by subsequent addendum.