



October 12, 2017

REGULAR MEETING CANCELLATION NOTICE  
AND  
CALL AND NOTICE OF A SPECIAL MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

The regular meeting of the Operations and Development Committee scheduled for Monday, October 16, 2017, at 8:30 a.m., in the Airport Skyroom at Hollywood Burbank Airport has been cancelled.

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held at 8:00 a.m., Monday, October 16, 2017, in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

SPECIAL MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Special Meeting of Monday, October 16, 2017  
8:00 A.M.

***NOTE TO THE PUBLIC: Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.***

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***In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.***

AGENDA

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes
  - a. September 18, 2017 **[See page 1]**
4. Contracts and Leases
  - a. Award of Professional Services Agreement - Allied Universal for Airport Security and Traffic Control Services
    - Staff report attached **[See page 5]**

***Staff seeks a Committee recommendation to the Commission for award of a Professional Services Agreement ("PSA") to Universal Protection Service LP ("Allied Universal") for airport security and traffic control services. This award is for a three-year base term (November 1, 2017, through October 31, 2020) with two one-year extension options available to the Commission at its discretion. The proposed PSA is recommended for a not-to-exceed contract price of \$3,525,849 for the base term, calculated based upon the estimated hours for the initial three year period.***

**Subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for consideration at its meeting immediately following the Commission meeting.**

b. Award of Professional Services Agreement; Phase III Airport Branding: Anyone Collective

- Staff report attached **[See page 11]**

**Staff seeks a Committee recommendation to the Commission for award of a Professional Services Agreement in the amount of \$175,000 to Anyone Collective, LLC, for consulting services to implement Phase III of the Authority's airport branding program. Additionally, Staff seeks a Committee recommendation to the Commission that it approve marketing media buys associated with the proposed Phase III branding program in an amount not to exceed \$175,000. The total proposed expenditure for the Phase III branding program is a not-to-exceed amount of \$350,000 to be completed by the end of Fiscal Year 2018.**

5. Items for Information

a. August 2017 Passenger Statistics and Parking Information

- No Staff report attached

**Staff will discuss the August 2017 passenger statistics and will brief the Committee regarding parking revenues for August 2017.**

b. Transportation Network Companies ("TNC") Results

- No Staff report attached

**Staff will update the Commission on the latest activities of the TNCs.**

c. Regional Airport Passenger Statistics

- No Staff report attached

**Staff will present passenger activity data of the area airports for the months of July and August.**

6. Other Contracts and Leases and Capital Projects

7. Adjournment

Subject to Approval

**MINUTES OF THE REGULAR MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, SEPTEMBER 18, 2017**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:31 a.m., by Chairman Brown.

**ROLL CALL**

- Present:** Commissioners Brown, Tornek, and Devine
- Absent:** None
- Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Karen Sepulveda, Assistant Airport Engineer; Mike Duong, Senior Manager, Business and Compliance; Sumire Spurlock, Airport Security Manager; Nerissa Sugars, Air Service Development and Marketing; Mary Tromp, Manager, Parking Revenue
1. **Approval of Agenda** Commissioner Devine moved approval of the agenda, seconded by Commissioner Tornek. The agenda was approved (3-0).
  2. **Public Comment** There were no public speakers; however Staff introduced the new Commissioners to the Operations Committee, Commissioner Terry Tornek, Mayor of Pasadena, and Commissioner Paula Devine, Council Member of the City of Glendale.
  3. **Approval of Minutes**
    - a. **August 7, 2017** Commissioner Brown approved the minutes of the August 7, 2017, meeting as he was the only Commissioner present at that meeting.
  4. **Contracts and Leases**
    - a. **Award of Contract: Project Number E17-08 Design Services for Portions of Taxiways C and D, General Aviation ramp Rehabilitation and Pavement management System** Staff presented an engineering design contract recommendation to the Committee for Project Number E17-08, Design Services for portions of Taxiways C and D, General Aviation Ramp Rehabilitation and Pavement Management System. Staff publicly solicited responses to a combined Request for Qualifications/Request for Proposals on

the Authority's PlanetBids e-procurement website, and advertised the competitive opportunity in the Dodge Construction News, several local newspapers, as well as public postings on the internet and the Burbank, Glendale, and Pasadena City Halls. Staff received three responses from qualified engineering firms. The evaluation team identified RDM International, Inc. ("RDM") as the most qualified, and entered into a negotiation of scope. Staff then requested RDM to prepare and submit the scope of services for the project and successfully negotiated a mutually agreeable scope of services for the project.

The project involves rehabilitation of the asphalt pavement on the west ends of Taxiway C and D, as well as the general aviation ramp areas that lie within the northwest quadrant of the Airport. Also included within the proposed scope of services are the design, development, and implementation of an Airside Pavement Management System. The implementation of this system will assist in future Airport Improvement Program ("AIP") grant request by providing increased detailed information for planning pavement projects within the airfield area. Funding for this project will consist of a combination of an AIP grant in the amount of \$725,310 which the Authority is in receipt of, with the local match provided through a pending Passenger Facility Charge ("PFC") application. Staff proposed that the Authority provide the full local matching fund requirement in advance with the intent to receive reimbursement subject to FAA approval of the PFC application and any subsequent amendments to it.

Staff recommended that the Committee recommend to the Commission that it: i) authorize the execution of a Professional Services Agreement for an engineering design contract in the amount of \$920,486. to RDM; ii) approve the deployment of TBI Force Account including the services for in-house consultants (Azrial, EQLaunch) for the design management phase services for a not-to-exceed amount of \$50,000; and iii) establish a Project Aggregate Contingency of approximately 3% of the estimated total project budget in the amount of \$30,000.

**Motion**

Following Staff's presentation, which included various questions from the Committee, Commissioner Tornek moved approval of Staff's recommendation to the Commission, seconded by Commissioner Devine.

**Motion Approved**

The motion was approved unanimously (3-0).

**b. Award of Purchase Order: American Association of Airport Executives for Interactive Employee Training Database System Upgrade**

Staff reported that the Authority has employed the Interactive Employee Training Database ("IET") system used at the Hollywood Burbank Airport for all Transportation Security Administration ("TSA") and Federal Aviation Administration ("FAA") since it was initially installed in December 2005. This system has been in active use to educate new and current employees using several different training video modules in two languages, English and Spanish. Each module has interactive questions to test employees on a variety of subjects. The system not only records the current test scores, but also maintains a database on the individual's past results. These records that the system generates are subject to review and audit by the FAA and TSA.

The current IET system is nearing end of life and will no longer be supported to receive future updates and maintenance. The IET is a proprietary system which can only be upgraded and maintained by the American Association of Airport Executives ("AAAE"). Additionally the current videos are dated and are in need of revisions that reflect the current state of the airport facilities.

As part of the Fiscal Year 2017-2018 budget process, Staff included a potential IET Replacement to be funded through a future PFC Application. That application is currently in process for the proposed amount of \$130,270.

Staff recommended that the Committee recommend to the Commission that it authorize the Executive Director to execute a sole source purchase order with the AA AE to revise and update the current proprietary IET Database system used at Hollywood Burbank Airport for a lump-sum amount of \$130,270.

**Motion**

Commissioner Tornek moved approval of Staff's recommendation to the Commission. The motion was seconded by Commissioner Devine.

**Motion Approved**

The motion was approved unanimously (3-0).

**5. Items for Information**

**a. July 2017 Passenger  
Statistics and Parking  
Information**

Staff presented a report to the Committee on the July 2017 passenger statistics and parking information.

Commissioner Tornek requested regional information with regard to airport passenger statistics. Staff advised that they would provide that information at the Committee's next meeting.

**6. Other Contracts and Leases  
and Capital Projects**

This item was not discussed.

**7. Adjournment**

There being no further business, the meeting was adjourned at 8:54 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
OCTOBER 16, 2017**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
ALLIED UNIVERSAL  
FOR  
AIRPORT SECURITY AND TRAFFIC CONTROL SERVICES**

**SUMMARY**

Staff seeks a Committee recommendation to the Commission for award of a Professional Services Agreement ("PSA") to Universal Protection Service LP ("Allied Universal") for airport security and traffic control services. This award is for a three-year base term (November 1, 2017, through October 31, 2020) with two one-year extension options available to the Commission at its discretion. The proposed PSA is recommended for a not-to-exceed contract price of \$3,525,849 for the base term, calculated based upon the estimated hours for the initial three year period.

Subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for consideration at its meeting immediately following the Commission meeting.

**BACKGROUND**

**A. Required Services**

The current airport security and traffic control services that are being provided by an independent contractor are:

- (i) **Perimeter Security:** Transportation Security Administration ("TSA") Security Directives require the Authority to provide for positive control and identification of each person gaining access to the Secured Area of the Airport. Part of this positive control requires staffing at checkpoints on the airfield.
- (ii) **Vehicle Inspections:** As part of ongoing compliance with the requirements of TSA Existing Conditions, personnel are required to conduct vehicle inspections for vehicles entering the short term parking facilities.
- (iii) **Traffic Control:** Because of the configuration and congestion of the airport loop road, vehicle traffic control is necessary in order to ensure pedestrian safety on the terminal curbside.

The prior airport security and traffic control services provider, HSS Inc. ("HSS"), had a contract with a three-year base term that afforded the Authority two one-year extension options. The Authority exercised the first extension option on May 16, 2016. On July 17, 2017, in response to HSS' unwillingness to continue performing under the contract rate, the Commission authorized a six-month extension of HSS' contract and a CPI-adjustment retroactive to July 1. The Commission also authorized issuance of an airport security and traffic control services request for proposals ("RFP").



Prior to agendizing this item, Staff received a verbal commitment from a Vice President of HSS that the firm would accept such an extension and would not walk out during the RFP process. However, in subsequent correspondence, the President/Chief Executive Officer of HSS denied that such a commitment had been made and refused to execute the contract extension without a larger rate increase or an additional personnel position. Staff did not concede to this demand and, with little more than two weeks' notice to the Authority, HSS chose to cease operations at the Airport on September 30.

To avoid a disruption of airport operations, and to allow time for presentation to the Commission of a recommendation for an award of a long-term airport security and traffic control services contract, Staff determined that a short-term agreement should be executed with one of the proposers. As discussed below, the top ranked proposers were Allied Universal and Securitas Security Services USA ("Securitas"). During the interview process, Staff asked the non-incumbent proposers about their typical transition period and their quickest transition. Securitas indicated that it typically requires thirty days to implement services and did not offer an example of a quicker transition. Allied Universal also indicated that it typically requires thirty days to implement services, but it provided examples in which it had completed transitions in forty-eight hours. Based on these responses, the Executive Director signed a short-term (October 1 to October 31) agreement with Allied Universal on an emergency basis in accordance with the Authority Expenditure Policy.

The Commission retains full discretion with respect to the award of a long-term airport security and traffic control services contract.

## **B. RFP Results**

Staff issued the RFP on August 1, 2017 and held a mandatory pre-proposal meeting on August 10, 2017. On August 31, 2017, the deadline for submittals, proposals were received from the following five firms (listed alphabetically): Allied Universal; American Guard Services, Inc. ("American Guard"); City National Security Services ("City National"); HSS; and Securitas.

All five firms were responsive proposers that met the minimum qualifications set by the Authority which consisted of the following:

- Proposer must have a minimum of two (2) years verifiable continuous experience within the last seven (7) years providing security and traffic control services.
- Proposer must have had at least two (2) contracts within the last seven (7) years providing security and traffic control services at a medium hub airport or larger which includes the tasks listed below:
  - Providing Air Operations Area access gate vehicle inspections and security services.
  - Providing traffic control services.
  - Performing Pre/Post Security Inspection of deliveries and merchandise.
  - Performing Security Services in response to TSA security directives or emergencies.
- Proposer must have at least one contract providing "as-needed" or "on-call" services within the last five (5) years in providing security services and traffic control services at a medium hub airport or larger.

### C. Proposal Evaluation

Staff formed a four-person evaluation team to perform a point-based analysis of the presented qualifications, consisting of a review and ranking of the technical proposals received from the five firms. The evaluation focused on the following categories, with the sum of reviewer totals being averaged for each category, for a total of 110 possible points:

1. Experience of Firm (35 points)
  - Expertise of the firm providing similar scope of services as defined in the Scope of Work.
  - On-call as-needed contract experience, preferably at a medium hub airport or larger.
  - Experience with TSA directives and regulations.
  - Staff accessibility and timeliness to respond to on-call requests.
2. Assigned Project Team (30 points)
  - Staff workload including capacity of the firm staff to support services.
  - Professional qualifications, education, and recent security experience of proposed staff and management.
3. Approach (30 points)
  - Demonstrates the understanding of the Authority's security and traffic control services needs and the ability to comply with relevant regulations.
  - Provides methods for supporting "on-call" or "as-needed" airport security and traffic control services.
  - Exhibits creative and/or innovative processes and/or procedures in executing airport security and traffic control services.
  - Promotes collaboration, teamwork and effective communication.
  - Provides for employee development and/or incentives programs.
4. Proposed Hourly Rates (15 points)
  - Hourly rates are reasonable and markets justifiable for services provided, are firm and fixed price, and are inclusive of all services, equipment, supervision, travel, overhead and profit, and general and administrative fees.

Each proposal was evaluated and the scoring was as follows:

<u>Proposer</u>	<u>Proposal Score</u>
HSS	89
Securitas	99.75
Allied Universal	96
City National	53
American Guard	51

### D. Interview Evaluation

The evaluation team then interviewed the top three proposers based on the proposal score. The firms were evaluated based on their responses to the following categories,

with the sum of reviewer totals being averaged for each category, for a total of 35 possible points:

- Differentiation from competition
- Similar experience at other airports
- Proposed management team and structure
- Proposed transition plan
- Proposed recruitment and hiring plan
- Retention rate and quality of service
- Training and compliance programs
- Proposed project approach
- Customer service
- Ability to handle emergency responses.

Each firm's interview was evaluated with the following scoring results:

<u>Proposer</u>	<u>Proposal Score</u>
HSS	15
Securitas	30.75
Allied Universal	34

#### E. Pricing Proposals

The pricing proposals from each of the proposers are as follows and reflect an all-inclusive hourly rate of Security Officers and Supervisors:

<u>Proposer</u>	<u>Proposal Pricing</u>
HSS	\$28.54 with yearly CPI Increase
Securitas	\$22.96 with yearly CPI Increase
Allied Universal	\$22.68 (Year 1), \$24.00 (Year 2), \$25.26 (Year 3)

#### F. Final Cumulative Overall Score

Both the proposal evaluation and interview evaluation scores were combined for a Total Overall Score, which is as follows (maximum possible score 145):

<u>Rank</u>	<u>Proposer</u>	<u>Total Overall Score</u>
1	Allied Universal	130
2	Securitas	130.5
3	HSS	104

The top two proposers were ranked virtually the same (separated by half of one point). A price calculation was performed to calculate the annual expenditure for the three years, based upon the proposed hours listed in the RFP (48,945), inclusive of potential annual increases. Based on this evaluation, Allied Universal was evaluated as first and Securitas as second. The evaluation of the total estimated three-year price determined that Allied Universal would provide a first year savings of \$57,613.76 with the potential for an overall savings over the three-year contract period of approximately \$83,139.49 as compared to Securitas.

#### **G. Performance Objectives**

Performance objectives designed around certain minimum customer service standards and quality of service are included in the RFP requirements and the airport security and traffic control services agreement. As part of the proposal evaluation, Staff considered each proposer's ability to meet these and other proposed performance objectives, including measuring achievement of these objectives.

Performance objectives designed around certain minimum training and compliance standards and requirements are included in the RFP requirements and the airport security and traffic control services agreement.

To ensure the Authority remains in compliance with all security regulations and security directives, Staff considered each proposer's ability to meet these needs by evaluating the airport experience of the proposer, their training and compliance programs and proposed project approach.

#### **H. Budget Impact**

The budget adopted by the Commission for security and traffic control services costs for FY2017-18 was \$940,000. Based on the all-inclusive proposed cost for services received from Allied Universal including the emergency service being performed, there is an approximate increase of \$126,499 over the current budget year appropriation. The proposed FY 2017-18 budget may require an amendment to address the proposed increase in cost for these services.

#### **I. Schedule Impact**

If awarded the long-term contract, Allied Universal will execute a new PSA and will continue providing airport security and traffic control services that the firm commenced on October 1. Allied Universal has already completed a four day transition due the departure of HSS, and Allied Universal will continue its process of recruitment and screening, staffing plans, training, and development of position orders with no disruption of services.

#### **J. Recommendation**

Staff recommends that the Committee recommend to the Commission that Allied Universal be awarded a PSA for airport security and traffic control services with a three-year base term (November 1, 2017, through October 31, 2020) and two one-year extension options available to the Authority. The PSA will have a not-to-exceed contract price of \$3,525,849 for the base term.

Subject to the recommendation of the Committee, this item has also been placed on the Commission's agenda for consideration at its meeting immediately following the Commission meeting.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
OCTOBER 16, 2017**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
ANYONE COLLECTIVE LLC  
PHASE III – AIRPORT BRANDING CONSULTANT SERVICES**

**SUMMARY**

Staff seeks a Committee recommendation to the Commission for award of a Professional Services Agreement in the amount of \$175,000 to Anyone Collective, LLC, (“Anyone Collective”) for consulting services to implement Phase III of the Authority’s airport branding program. Additionally, Staff seeks a Committee recommendation to the Commission that it approve marketing media buys associated with the proposed Phase III branding program in an amount not to exceed \$175,000. The total proposed expenditure for the Phase III branding program is a not-to-exceed amount of \$350,000 to be completed by the end of Fiscal Year 2018.

The proposed expenditure is within the approved Fiscal Year Budget appropriation for Phase III Airport Branding.

**BACKGROUND**

Over the past two and a half years, Anyone Collective has worked closely with Staff to complete Phases I and II of the airport branding program which included extensive research and engagement with key Airport stakeholders, the selection of a new brand identity name, “Hollywood Burbank Airport,” and a new logo; the development of a brand style guide; and the initial framework for the Airport’s long term branding strategy.

In Phase II, Anyone Collective officially launched the brand by: creating overall brand awareness for the Airport, its new name, and overall benefits; creating a digital environment that begins the process of increasing passenger levels; providing the Airport with a geographic identity that speaks to passengers east of the Rockies, in selected region-specific targets across the U.S., and in the local community; applying the Airport’s new identity to various branding and marketing executions; developing a comprehensive, appropriate and targeted branding/marketing and media buy program; and providing detailed analytics that show how the marketing/advertising efforts are performing.

The proposed Phase III branding program, which will be completed within this fiscal year, will continue the Authority's investment in building brand identity and awareness in order to increase recognition of the Airport's geographic location. The proposed Phase III program includes implementation of the strategic marketing plan developed in Phase II, a brand creative and advertising campaign based on analytics generated in Phase II, the development of promotional content such as ads and social/digital messaging for specific demographic targets, and the planning and execution of an onsite event to further promote the Airport brand to the local press and general public.

The goal of Phase III is to continue the investment made in Phases I and II, and ensure the branding foundation built and established in the two previous phases is maintained and built upon. The key focus will be to establish measured growth for the new Hollywood Burbank Airport brand. Based on the analytics from Phase II, Anyone Collective will prepare a new strategy that continues to develop awareness and deliver a clear, concise message on the Airport's geographical location and its overall benefits.

Phase III is based upon providing continued support to the Authority for the successful implementation of its rebranding and marketing goals, which include but are not limited to the following:

- Increasing passenger levels;
- Providing air service development with proper marketing and branding support;
- Providing the Airport with a geographic identity that speaks to passengers east of the Rockies, as well as selected regional specific targets throughout the U.S. and the local community;
- Expanding on target demographics with new strategies and creative campaign directions; and
- Providing detailed analytics that show how the marketing/advertising is performing.

### PROPOSAL DETAILS

Proposal highlights include the following deliverables:

- Creative Services Execution
- Administrative Services
- Social Media Strategies and Campaign Execution
- Advertising Campaigns
- Video Development and Post Production
- Media Buy Negotiation and Planning
- Presentation Development
- Website Development Strategy
- Copywriting
- Art Direction
- Graphic Design
- Planning and Negotiation with outside associations for potential advertising Collaborations

Based on the analytics from Phase II, Anyone Collective will develop a comprehensive, appropriate and targeted branding/marketing and media buy program. The chart below details the proposed expenditures for the remainder of the fiscal year.

Professional Services Fee	\$175,000
Media – Digital	\$ 28,000
Media – Print	\$ 87,400
Media – Social	\$ 54,400
Press Event	\$ 5,200
<i>Total</i>	<u>\$350,000</u>

A copy of the proposed Professional Services Agreement and its scope of work proposal for Phase III are attached.

**BUDGET IMPACT**

As stated earlier, the approved FY 2017/18 Budget contains appropriations of a sufficient level for the proposed airport branding services.

**STAFF RECOMMENDATION**

Staff seeks a recommendation from the Committee to the Commission for approval of a Professional Services Agreement with Anyone Collective for Phase III - Airport Branding Services in the amount of \$175,000; authorization of associated marketing media buys through June 30, 2018, not to exceed \$175,000 for a total of \$350,000; and authorization for the President to execute the same.



**PROFESSIONAL SERVICES AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority/Allied Universal)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated October \_\_, 2017 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Universal Protection Service, LP d.b.a. Allied Universal ("Consultant"), a California Limited Partnership.

**RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: airport security and traffic control services.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. "Agreement": this professional services agreement.
- B. "Airport": Bob Hope Airport (commonly known as Hollywood Burbank Airport).
- C. "Authority": Burbank-Glendale-Pasadena Airport Authority.
- D. "Consultant": Universal Protection Service, LP d.b.a. Allied Universal.
- E. "Contract Administrator": Commander Allen Schmitt or a duly authorized designee.
- F. "Contract Limit": Three Million, Five Hundred Twenty Five Thousand, Eight Hundred Forty Nine Dollars and Zero Cents (\$3,525,849.00).
- G. "Executive Director": Frank R. Miller or a duly authorized designee.
- H. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- I. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- J. "Insurance Requirements": the insurance requirements set forth in the RFP and amended per the Consultant's proposal and accepted by the Authority.

- K. "Proposal" means Consultant's August 31, 2017 proposal attached as Exhibit "B."
- L. "RFP": Authority Request for Proposals No. AP17-01 attached as Exhibit "A."
- M. "Rate Sheet": the fee schedule set forth in the attached Exhibit "D".
- N. "Services": the Statement of Work set forth in RFP AP17-01.
- O. "TBI": TBI Airport Management, USA.

## **2. Consultant's Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws, and as described in RFP AP17-01 Airport Security and Traffic Control Services and Consultant's proposal. In the event of a conflict, the provisions of this Agreement shall control over the provisions of the RFP and the Proposal, and the provisions of the RFP shall control over the provisions of the Proposal. Time is of the essence in the performance of this Agreement.

B. The Services are subject to change, depending on changes to federal and Authority procedures, regulations and requirements. Any addition or deletion of tasks or posts will result in an equitable adjustment to the Contract Limit as determined by mutual agreement of the parties.

C. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

## **3. Term.**

A. This Agreement's performance term shall be effective as follows: November 1, 2017-October 31, 2018 (Year 1), November 1, 2018-October 31, 2019 (Year 2), November 1, 2019-October 31, 2020 (Year 3). The Agreement shall remain in full force and effect during this defined term unless extended by Authority pursuant to paragraph (B) below or terminated by either party pursuant to Section 11 below.

B. The Authority shall have two (2) options by which it may extend the term of this Agreement by one (1) year at a time in its sole discretion as follows: November 1, 2020-October 31, 2021 (Year 4/Option Year 1), November 1, 2021-October 31, 2022 (Year 5/Option Year 2). The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least thirty (30) days prior to the then-scheduled expiration date.

**4. Compensation.**

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Rate Sheet. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit an invoice to the Authority after completion of the Services, based upon the number of service hours provided at the applicable all-inclusive hourly rate category listed in the Rate Sheet. The invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of the invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of the invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

**6. Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

**7. Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

**8. Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**9. Indemnification.** Consultant shall indemnify, hold harmless and defend the Indemnitees and their respective officers, employees, volunteers, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever, including without limitation death or injury to any person and injury to any property, to the extent resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

**10. Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements as amended by Consultant's proposal and accepted by the Authority.

**11. Termination.** Authority shall have the right to terminate this Agreement at any time for any reason on thirty (30) calendar day's written notice to Consultant. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

**12. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

**13. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Commander Allen Schmitt  
E-mail: [ASchmitt@bur.org](mailto:ASchmitt@bur.org)  
Fax: 818/848-1173

Consultant  
Allied Universal  
1551 N. Tustin Avenue, Suite 650  
Santa Ana, CA 92705  
Attn: Steve Claton, President, Southwest Reg.  
E-mail: [Steve.Claton@aus.com](mailto:Steve.Claton@aus.com)

**14. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**15. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**16. Exhibits.** Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A, B, or D, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

**17. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**18. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**TO EXECUTE THIS AGREEMENT,** the parties have caused their authorized representatives to sign below.

**Allied Universal**



Steve Claton, President, Southwest Region

**Burbank-Glendale-Pasadena Airport Authority**

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Terry Tornek, President

Approved as to form:

---

Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**

**(Incorporated by reference)**

**RFP AP17-01  
AIRPORT SECURITY AND TRAFFIC CONTROL SERVICES**



**Release Date: August 1, 2017**

**REQUEST FOR PROPOSAL ("RFP")**

The Burbank-Glendale-Pasadena Airport Authority ("Authority") is requesting competitive proposals from qualified firms to contract for:

**AIRPORT SECURITY AND TRAFFIC CONTROL SERVICES  
HOLLYWOOD BURBANK AIRPORT  
RFP No. AP17-01**

The awarded contract will be a firm, fixed price Professional Services Agreement between the Authority and the selected firm. Services provided shall be in accordance with the Statement of Work and other requirements attached hereto as Attachment A and incorporated herein by reference.

**PROPOSALS DUE: August 29, 2017 by 5:00 p.m. via PlanetBids**

**MANDATORY PRE-PROPOSAL CONFERENCE: August 10, 2017 @ 11:00 a.m.**

**Q&A DEADLINE: All questions/requests for interpretation must be received by August 18, 2017 at 5:00 p.m. via PlanetBids.**

**Proposals must be valid for 120 days after closing date.**

**EXHIBIT B**

**(Incorporated by reference)**

**ALLIED UNIVERSAL SECURITY SERVICES PROPOSAL DATED AUGUST 31, 2017**



***Bob Hope Airport***

**AIRPORT SECURITY AND TRAFFIC CONTROL SERVICES**

**HOLLYWOOD BURBANK AIRPORT**

**RFP No. AP17-01**

**Due 31 August 2017**



**Presented to:**

Ms. Alisa DeHoyos  
Manager, Procurement  
2627 N Hollywood Way  
Burbank, CA 91505

**Presented by:**

Tad Garabedian  
Government Specialist  
M: 213.800.2996  
E: [tad.garabedian@aus.com](mailto:tad.garabedian@aus.com)  
[www.aus.com/gov](http://www.aus.com/gov)

**Members of**



**EXHIBIT C**  
**Non-AIP Project Federal Requirements**

**1. General Civil Rights Provisions**

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**2. Civil Rights – Title VI Assurance**

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. **Compliance with Regulations:** Consultant 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.

B. **Non-discrimination:** Consultant, 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 subcontractors, including procurements of materials and leases of equipment. Consultant 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.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** Consultant 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 Authority 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



1. Withholding payments to Consultant under the contract until Consultant complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** Consultant 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. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 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);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. 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);

7. 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 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. 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 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

11. 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);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

### 4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

**EXHIBIT D**

**Rate Sheet**



Pricing Submission – Allied Universal

**Year 1 (2018)**

Positions	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate (10 per Year)	Proposed # of Employees
Airport Secured Area North Checkpoint	\$22.04	\$33.06	\$33.06	5.00
Airport Secured Area West Checkpoint	\$22.04	\$33.06	\$33.06	5.00
Airport Short Term Parking Checkpoint	\$22.04	\$33.06	\$33.06	4.00
Airport Vehicle Traffic Controllers	\$22.04	\$33.06	\$33.06	9.00
Airport Security Supervisor(s)	\$26.93	\$40.40	\$40.40	3.00
<b>All Inclusive Hourly Rate Including Holidays</b>				
	\$22.68	\$34.02	\$34.02	

**Year 2 (2019)**

Positions	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate (10 per Year)	Proposed # of Employees
Airport Secured Area North Checkpoint	\$23.67	\$35.51	\$35.51	5.00
Airport Secured Area West Checkpoint	\$23.67	\$35.51	\$35.51	5.00
Airport Short Term Parking Checkpoint	\$23.67	\$35.51	\$35.51	4.00
Airport Vehicle Traffic Controllers	\$23.67	\$35.51	\$35.51	9.00
Airport Security Supervisor(s)	\$26.93	\$40.40	\$40.40	3.00
<b>All Inclusive Hourly Rate Including Holidays</b>				
	\$24.10	\$36.15	\$36.15	



**Year 3 (2020)**

Positions	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate (10 per Year)	Proposed # of Employees
Airport Secured Area North Checkpoint	\$24.89	\$37.34	\$37.34	5.00
Airport Secured Area West Checkpoint	\$24.89	\$37.34	\$37.34	5.00
Airport Short Term Parking Checkpoint	\$24.89	\$37.34	\$37.34	4.00
Airport Vehicle Traffic Controllers	\$24.89	\$37.34	\$37.34	9.00
Airport Security Supervisor(s)	\$27.75	\$41.63	\$41.63	3.00
All Inclusive Hourly Rate including Holidays	\$25.26	\$37.89	\$37.89	

**Year 4 (2021)**

Positions	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate (10 per Year)	Proposed # of Employees
Airport Secured Area North Checkpoint	\$25.30	\$37.95	\$37.95	5.00
Airport Secured Area West Checkpoint	\$25.30	\$37.95	\$37.95	5.00
Airport Short Term Parking Checkpoint	\$25.30	\$37.95	\$37.95	4.00
Airport Vehicle Traffic Controllers	\$25.30	\$37.95	\$37.95	9.00
Airport Security Supervisor(s)	\$28.16	\$42.24	\$42.24	3.00
All Inclusive Hourly Rate including Holidays	\$25.67	\$38.51	\$38.51	

**\*\*If Exercised**



**Year 5 (2022)**

Positions	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate (10 per Year)	Proposed # of Employees
Airport Secured Area North Checkpoint	\$25.71	\$38.57	\$38.57	5.00
Airport Secured Area West Checkpoint	\$25.71	\$38.57	\$38.57	5.00
Airport Short Term Parking Checkpoint	\$25.71	\$38.57	\$38.57	4.00
Airport Vehicle Traffic Controllers	\$25.71	\$38.57	\$38.57	9.00
Airport Security Supervisor(s)	\$28.57	\$42.86	\$42.86	3.00
All Inclusive Hourly Rate including Holidays	\$26.08	\$39.12	\$39.12	

**\*\*If Exercised**