

**City of Cleveland
Department of Public Safety**

REQUEST FOR PROPOSALS

Oversight and Coordination of Firefighter I and II Training &
Basic EMT Training



PRE-PROPOSAL CONFERENCE

May 28, 2015 at 12:00 P.M.

CITY HALL – ROOM 230

Attendance is strongly encouraged.

*The Pre-Proposal conference is your only opportunity
to ask questions without submitting them in writing.*

PROPOSALS DUE

June 5, 2015 at 12:00 P.M.

CITY HALL – ROOM 230

INSTRUCTIONS TO VENDORS

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INSTRUCTIONS

This Request for Proposals (or "RFP") is an invitation to vendors to offer proposals for the Items described on the cover page. Follow these instructions closely to ensure that your proposal is responsive.

Vendors are encouraged to submit a proposal for each Item that it is qualified to perform, and may enter into joint ventures to perform the work. All joint venture arrangements must be disclosed. If any subcontractors are proposed to be used, they too must be disclosed.

Term of Contract

The term of this contract shall be for one (1) year with one (1) one (1) year option to renew, exercisable by the Director of Public Safety, unless another term is specified by council.

Rejection or Acceptance of Proposals

If your proposal is 1) incomplete, conditional, or obscure; or 2) contains exceptions to any part of this RFP document; or 3) contains additions not called for; or 4) contains irregularities of any kind; then your proposal will be considered non-responsive.

As a general proposition, non-responsive proposals will be rejected, but the City may waive irregularities if doing so is in the best interests of the City. The City shall have the right to reject any or all proposals.

No proposal will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

The City will consider all elements entering into the question of determining the responsibility of the vendor.

Detail Specifications and General Conditions

The Detail Specifications and General Conditions contained in this RFP document will form the basis of a contract with the successful bidder.

INSTRUCTIONS TO VENDORS

Submissions

Please complete and submit with your proposal the "Schedule of Items and Proposal Form", the "Qualifications of Vendor Form", and Cleveland Area Business Code Schedules 1, 2, 3, and 4. Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificates or authorizations needed to conduct the work, and all items required to be submitted by this RFP document whether or not their submission is noted in these instructions. Any proposal received after 12:00 p.m. will not be considered.

Schedule of Events

Pre-proposal conference: **May 28th, 2015 at 12 p.m.**
City Hall, Room 230
601 Lakeside Ave.
Cleveland, Ohio 44114

Proposal due date: **June 5th, 2015 at 12 p.m.**
Direct your proposal to: Director of Public Safety
City of Cleveland
Department of Public Safety, Room 230
601 Lakeside Avenue
Cleveland, Ohio 44114

Questions

Oral questions will only be answered during the pre-proposal conference. If at any other time, you find a discrepancy or omission in this RFP document or you have any doubt as to the meaning of any provision, please write to the Director of Public Safety in care of the address shown below. If you do not submit your question by May 29th, 2015, it may not be possible to reply in time for the submission of your proposal. If you have any questions, please submit them as soon as possible.

Via hand-delivery or U.S. mail:

Edward J. Eckart Jr., Assistant Director
Department of Public Safety Room 230
City of Cleveland
601 Lakeside Avenue
Cleveland, Ohio 44114

or via e-mail:

eeckart@city.cleveland.oh.us

ITEM 1 – Oversight and Coordination (Firefighter I and II Training)

Under Item 1, the vendor is invited to provide oversight and coordination as follows:

1. The vendor will allow the City of Cleveland Division of Fire Training Academy to function under the vendor's State of Ohio charter and/or accreditation in accord with Ohio Revised Code 4765. The training class will consist of a minimum of 260 hours of coursework and practical skill drills. After successful completion of training, the recruits will take the skill assessment examination (Pro-Board) certification test and the Firefighter II written examination as mandated by The State of Ohio Revised Code 4765. At the completion of the academy the following State of Ohio certifications will be earned:
 - Firefighter Level II
 - Hazardous Materials\WMD Awareness and Operations
 - Emergency Vehicle Operations Certification
 - NIMS 100 and 700 Certifications.
2. The City of Cleveland Division of Fire will provide certified fire instructors to provide Firefighter I and II training for an academy class not exceed 40 participants. The Division of Fire will provide a Lead Instructor to coordinate all on-site training activities. The training will take place at the City of Cleveland Division of Fire Training Academy (3101 Lakeside Ave, Cleveland, OH 44114) over a 12 week period. Live burn training will be performed at a location to be determined by the Chief of the Division of Fire. The program will meet the requirements established in Ohio Revised Code 4765 for career firefighters (Firefighter Level II). The anticipated start date is August 3rd, 2015.
3. The City of Cleveland Division of Fire will provide textbooks, protective clothing and required course documents, as well as, students medical examinations in accord with the Ohio Revised Code. The City of Cleveland Division of Fire will provide current and valid copies of all instructor certifications prior to the commencement of the academy. The City of Cleveland Division of Fire will provide all necessary course documents to include, sign-in sheets, course evaluations, testing, course certificates and any other documents necessary for proper administrative adherence as requested by the vendor.
4. The vendor will provide all course management, administrative oversight, curriculum review and approval and will maintain and submit all training records as required by The State of Ohio Revised Code.
5. The vendor will provide a testing site and examination proctor for the State of Ohio Firefighter II written examination.
6. The vendor shall provide an examination proctor and video recording if a recruit fails two attempts at a skills assessment and a third attempt is required.

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

**ITEM 2 – Oversight and Coordination
(EMT-Basic Training)**

Under Item 2, the vendor is invited to provide oversight and coordination as follows:

1. The vendor will allow the City of Cleveland Division of Fire Training Academy to function under the vendor's charter and/or accreditation in accord with Ohio Revised Code 4765. The training class will consist of a minimum of 152 hours of coursework and practical skills assessments. At the completion of the academy the following State of Ohio certification will be earned:

- EMT – Basic (National Registry)

2. The City of Cleveland Division of Fire will provide certified EMS instructors to provide on-site EMT-Basic training for a recruit class not to exceed 40 participants. The City of Cleveland Division of Fire will provide a Lead Instructor to act as a liaison with the vendor. The training will take place at the City of Cleveland Fire Training Academy (3101 Lakeside Ave, Cleveland, OH 44114) over a 6 week period. The anticipated start date is June 22nd, 2015.

3. The City of Cleveland Division of Fire will provide textbooks, required course documents, student medical examinations and background checks. The City of Cleveland Division of Fire will provide current valid copies of instructor certifications prior to the commencement of the academy. The City of Cleveland Division of Fire will provide course documents to include, sign-in sheets, evaluations, testing, course certificates and any other documents necessary for proper administrative adherence as requested by the vendor.

4. The City of Cleveland Division of Fire will schedule the required twenty-four (24) hours of patient contact, to include emergency room orientation and pre-hospital ride time in accord and approval with the vendor.

4. The vendor will provide course management, oversight, curriculum review and will maintain and submit records required by The State of Ohio Revised Code.

6. The vendor will provide a testing site and examination proctor for the National Registry EMT Basic Examination.

**GENERAL CONDITIONS
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Insurance

A. The Contractor shall maintain, at its own expense and at all times during the term of the contract, a policy or policies of insurance in an amount not less than one million dollars (\$1,000,000.00) for automobile liability or garage liability insuring Contractor and the City against any suit, claim, loss, cost, damage or injury to persons or property arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under the contract or the covenants and obligations of Contractor under the contract.

B. The policy or policies required under this Agreement shall name the City as an additional insured and shall contain the following special provision: **"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Public Safety of the City of Cleveland."** In addition, Contractor shall itself notify the Director of Public Safety in writing of the cancellation or reduction of any insurance required by this Agreement. In addition to the remedies provided in the General Conditions, the cancellation or reduction of any insurance coverage required by this Agreement shall result in the removal of Contractor from the rotation list. As soon as practicable after the execution of this Agreement, Contractor shall provide the Director with a certificate of insurance for the insurance policy or policies required under this Agreement. Such policy or policies shall as to form, coverage, and carrier be satisfactory to and approved by the Director. If at any time the coverage or carrier on any policy shall become unsatisfactory to the Director, Contractor shall forthwith, provide a new policy meeting the requirements of the Director. The additional insured coverage provided the City under Contractor's insurance policy shall be primary with respect to Contractor's premises and operations, notwithstanding other insurance covering the City.

[End of Detail Specifications for Item 2]

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

GENERAL CONDITIONS

The provisions of these general conditions apply to all Items and alternates. They will be incorporated into any contract for services under this Request for Proposals.

As used in this RFP document:

- a) "Director" means the Director of Public Safety of the City of Cleveland.
- b) "Contractor" means a vendor that enters into contract with the City of Cleveland as a result of this Request for Proposals.
- c) "Contract" and "Agreement" have the same meaning.

Section 1. Licensing Requirements

- A. Contractor shall obtain from all government authorities, including the City, having jurisdiction over the operations and premises of Contractor all licenses, certificates, permits, or other authorizations which may be necessary to perform the work of this Agreement.
- B. Contractor shall furnish, upon the execution of this Agreement, and at such other times as may be requested by the Director, the original, or a certified copy of the original, license, certificate, permit, or other authorizations that are or may be necessary to perform any of the duties, covenants, and obligations required by Contractor under this Agreement.
- C. If a license, certificate, permit or other authorization necessary to perform the work of the contract is suspended, revoked, or expires without renewal, the Contractor shall immediately notify the Director in writing.

Section 2. Compliance Requirements

- A. Contractor, its officers, agents, employees, and any other persons over which Contractor has control shall comply with present and future laws and ordinances of the City, State, and other governmental bodies, all present and future rules and regulations issued under them, and directives of the Director applicable to or affecting directly or indirectly the Contractor or its operations, activities or premises. This Agreement is expressly made subject to all such laws, ordinances, rules and regulations and no provision of this Agreement shall be construed so as to restrict the authority of the City of Cleveland to enact, promulgate, amend, or repeal any ordinance, rule, or regulation which may be directly or indirectly applicable to the Contractor or its operations, activities, or premises.

**GENERAL CONDITIONS
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- B. Contractor shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of Contractor's failure to comply with Paragraph A of this Section and, in any event, agrees to indemnify the City against all liability with reference to the same.

Section 3. House Bill 694 Compliance - Pertaining to Campaign Contributions

Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 4. Non-Transferability

Contractor may not assign, transfer, or subcontract this Agreement, Contractor's rights under this Agreement, or the services to be rendered by Contractor under this Agreement, without the prior written approval of the Director.

Section 5. Subcontractors

Contractor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the previous written consent of the Director of Public Safety. Subletting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

Contractor shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Contractor to the extent of its subcontract. Contractor shall file a conformed copy of the applicable subcontract with the City. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

Section 6. Indemnification

- A. Contractor shall protect, indemnify, defend and hold harmless the City of Cleveland and its respective officers, agents, employees, successors, and assigns, from and against any and all suits, loss, claims, expenses, actions, causes of action, costs, damages, liability and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any negligent act or omission or breach of the Contractor, its agents, employees, licensees, invitees, that result in loss of life or damage or injury to persons or property of any person, including, but

GENERAL CONDITIONS
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not limited to, the agents, employees, contractors, invitees, and licensees of either the City or Contractor and to the property of them arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under contract or the covenants and obligations of Contractor under the contract.

- B. The Contractor shall, at its own expense, defend the City in litigation of the nature described in the preceding paragraph, pay all attorney fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents or employees, arising out of litigation of the nature described in the preceding paragraph.
- C. The provision of this Section and the provisions of all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7. Workers' Compensation

- A. Contractor shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required under said act and shall hold the City harmless from any and all liability from or under said act.
- B. Contractor shall furnish at the time of execution of this Agreement, and at such other times as may be requested by the Director, a copy of the official Certificate of Premium Payment acknowledging the receipt of said Workers' Compensation payments.

Section 8. Social Security Act

Contractor is and shall remain an independent contractor with respect to all services performed under this Agreement. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement by any state or federal laws, rules, or regulations.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed by any state or federal laws, rules, or regulations upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement.

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The Contractor shall meet all the requirements of these state and federal laws and the rules and regulations issued under them, and shall indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability for payments required to be made by Contractor.

Section 9. Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

**GENERAL CONDITIONS
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(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.
(Codified Ordinance Section 187.22)

Section 9. Severability

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal, or unenforceable, had never been contained in this Agreement.

Section 10. Default

A. Contractor shall be in default of this Agreement if any of the following occur:

1. Contractor makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition under the bankruptcy or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
2. Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control;
3. Contractor fails to keep, perform, or observe any duty, promise, covenant or agreement to be kept, performed, or observed by it under this Agreement.

GENERAL CONDITIONS
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B. Upon the happening of any one or more of the events set forth in Paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise, concurrently or successively, any one or more of the following rights and remedies:

1. Suspend Contractor from the work of the contract for such period of time as the Director of Public Safety, in his sole discretion, determines is in the best interests of the City; or
2. Bring suit to enjoin any breach or threatened breach by Contractor or any covenants, agreements, terms, provisions, or conditions of this Agreement; or
3. Bring suit to require performance of any covenant, agreement, term, provision, or condition, devolving upon Contractor or to recover damages for nonperformance thereof all without terminating this Agreement; or
4. Bring suit for the collection of amounts for which Contractor may be in default or for the performance of any other covenant, promise, or agreement devolving upon Contractor or performance or damage therefore, all without terminating this Agreement; or
5. Without waiving any default, perform any obligation required to be performed by Contractor, and any amounts paid or expended by the City in fulfilling the obligations of Contractor including all interest, costs, damages, attorneys' fees, and penalties shall be repaid by Contractor to the City on demand with interest thereon at the rate of six per cent (2%) per annum from the date of such payment or expenditures; or
6. Terminate this Agreement and the rights of Contractor under this Agreement.

C. All rights and remedies granted to the City under this Agreement and any other rights and remedies which the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted under this Agreement or to which it may be otherwise entitled.

D. No waiver by the City at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or covenant of this Agreement or of the strict and prompt performance thereof. No delay, failure, or omission of the City to take or to exercise any right, power,

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privilege, or option arising from any default shall be construed as a waiver of any such right, power, privilege, or option. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

Section 11. Termination

In addition to any other rights or remedies contained in this contract, the City shall have the right to terminate the contract at any time on a thirty day written notice to Contractor if and when, by resolution of the Board of Control, the City determines such termination is in the public interest.

Section 12. Miscellaneous

- A. Contractor agrees that no representations or warranties of any type shall be binding upon the City unless expressly authorized in writing.
- B. This Agreement does not constitute Contractor as the agent or representative of the City for any purpose whatsoever. Neither a partnership nor a joint venture is created under this Agreement.
- C. The headings of each section and paragraph, to the extent used in this Agreement, are used for reference only, and in no way define, limit, or describe the scope or intent of any provision of this Agreement. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in number and gender.
- D. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- E. This Agreement constitutes the entire agreement of the parties on the subject matter of this Agreement, and the same shall not be changed, modified, discharged, or extended except by written instrument executed by both parties pursuant to the laws of the State of Ohio and the ordinances and Charter of the City of Cleveland.

QUALIFICATIONS OF VENDOR FORM

SCHEDULE OF ITEMS AND PROPOSAL FORM

COMPLETE & SIGN BELOW		
NAME OF FIRM		
STREET ADDRESS		
CITY	STATE	ZIP CODE
AUTHORIZED SIGNATURE		
DATE		

The above named vendor proposes to perform the following contract Item(s) in accordance with the terms and conditions contained in the Detail Specifications, General Conditions and other parts of this Request for Proposals ("RFP") document, and to enter into contract to perform the work if selected by the City of Cleveland:

[Please place a mark next to each Item for which you are submitting a proposal.]

_____ ITEM 1 – Oversight and Coordination of Firefighter I & II Training

_____ ITEM 2 – Oversight and Coordination of Basic EMT Training

Vendors, please complete and submit with your proposal this form, the "Qualifications of Vendor Form" (found at page 15), and Cleveland Area Business Code Schedules 1, 2, 3, and 4. Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificated or authorizations needed to conduct the work, and all items required to be submitted by this RFP whether or not their submission is noted here.

QUALIFICATIONS OF VENDOR FORM

QUALIFICATIONS OF VENDOR

The undersigned submits the following information relative to its qualifications to fulfill the specifications for the contract. Attach additional sheets to answer the questions, if needed.

CORPORATE OWNERSHIP: If the business is incorporated, enter the names of all shareholders holding more than ten (10) percent of the voting shares in the corporation, with their addresses; or if it's a business association, please identify the nature of the association and identify all business partners; or if a joint venture, identify the parties to the venture:

EXPERIENCE: Provide a brief history of the firm and the experience that it brings to the task:

FACILITIES PROPOSED TO BE USED: The vendor state that it owns or has access to, for immediate use on the proposed work, the following facilities: (Give locations, ownership, and a description of each facility.)

RESOURCES/EQUIPMENT: The vendor states that it owns and has available, for immediate use on the proposed work, the following equipment, and other resources:

QUALIFICATIONS OF VENDOR FORM

SUSPENSION OR REVOCATION OF LICENSE OR PERMIT: Please disclose any suspension or revocation of a license or permit related to your business within the three-year period preceding the submission of the proposal. If no suspensions or revocations have occurred, state that in this space:

SUBCONTRACTORS:

If you propose to or use any subcontractor(s), please identify them below and describe the services and equipment they are proposed to provide. If you do not propose to use any subcontractors, state that in this space:

NOTE: Upon request of the Director of Public Safety, you will be expected to amplify the foregoing statements as necessary to demonstrate your ability to successfully perform the work in a satisfactory manner.

Authorized Signature

Printed Name and title if applicable

Date

ORDINANCES

ORDINANCES

*Note: this is a selection of ordinances that may pertain to this contract.
The Codified Ordinances may be viewed in their entirety at clevelandcitycouncil.org*

(a) *Term.* The term of any contract authorized by this section shall not exceed one (1) year with one (1) one (1) year option to renew, exercisable by the Director of Public Safety if authorized by additional legislative authority.