



# REQUEST FOR QUALIFICATIONS

## **Independent Fee Estimate Services Syracuse Hancock International Airport**

**RFQ REFERENCE # 2016-02**

**Issued: February 1, 2016**

**Submission Deadline: March 4, 2016, by 2:30 p.m. ET**

**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this procurement, and will remain in effect until the Authority executes the contract. Respondents are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contacts (refer to RFQ Sections 1.15 and 1.16, Appendix A-3 Procurement Lobbying Form, and <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.asp>).

Designated Contacts for this Procurement:

**Linda Ryan**, Aviation Contracting Officer

All contacts/inquiries shall be made by email to the following address:

**[ryanl@syrairport.org](mailto:ryanl@syrairport.org)**

**REQUEST FOR QUALIFICATIONS**  
**ON THE BEHALF OF**  
**SYRACUSE REGIONAL AIRPORT AUTHORITY**  
**Independent Fee Estimate Services at**  
**Syracuse Hancock International Airport**

**ALL SUBMITTALS MUST BE RECEIVED PRIOR TO**

**2:30 p.m. ET on March 4, 2016**

**AT THE OFFICES OF:**

**SYRACUSE REGIONAL AIRPORT AUTHORITY**  
**ATTN: LINDA RYAN**  
**SYRACUSE HANCOCK INTERNATIONAL AIRPORT**  
**1000 COL. EILEEN COLLINS BOULEVARD**  
**SYRACUSE, NEW YORK 13212**

**BE SURE THAT YOU HAVE COMPLETED AND ATTACHED ALL OF THE  
INFORMATION REQUIRED IN THIS REQUEST FOR QUALIFICATIONS.**

**SPECIAL NOTE:**

**SUBMITTALS MUST BE SEALED AND CLEARLY MARKED ON THE EXTERIOR  
SHOWING THE RFQ NAME AND REFERENCE NUMBER AS LISTED IN THIS  
SOLICITATION**

**PLEASE PRINT THE WORDS "ORIGINAL" ON YOUR ORIGINAL COPY**  
**RFQ REFERENCE # 2016-02**

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## **1. GENERAL INFORMATION**

### **1.1 Syracuse Regional Airport Authority**

The Syracuse Regional Airport Authority (the “Authority”) was created by the New York State Legislature on August 17, 2011 by Chapter 463 of the Laws of 2011. The Authority was established with the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure travel, (iv) providing citizens with efficient and economical transportation options, and (v) to protect and enhance the natural resources and quality of the environment. The Authority is currently comprised of eleven (11) members, consisting of: seven (7) members appointed by the Mayor of the City of Syracuse, one (1) member appointed by the Onondaga County Executive, one (1) member appointed by the Town Board of the Town of Dewitt, one (1) member appointed by the Board of Education of the East Syracuse Minoa Central School District and one (1) member appointed by the Town Board of the Town of Salina.

### **1.2 Intent and Purpose of this RFQ**

The intent and purpose of this RFQ is to solicit responses for the Authority’s selection of one or more consultant(s) (the “Consultant(s)”) to provide Independent Fee Estimate Services (“IFE Services”) for various architectural, engineering and planning projects at Syracuse Hancock International Airport (the “Airport”) in accordance with the requirements of the Federal Aviation Administration (the “FAA”) Advisory Circular 150/5100-14E, entitled “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects” (the “FAA Advisory Circular”). The Authority expects to enter into a three (3) year contract with the Consultant(s) selected pursuant to this RFQ process, and to include in the contract two (2) one-year renewal options to be exercised at the discretion of the Authority. The amount of each contract will be approximately \$100,000 to \$150,000 over the base three-year contract term. The Authority does not guarantee any minimum level of work or work orders under any contract, as each contract will be subject to the availability of sufficient funds.

This selection of the Consultant(s) will be in compliance with the requirements of the FAA Advisory Circular, together with the requirements listed in this RFQ. This is a non-project specific solicitation. Each Consultant’s submittal should represent as completely as practicable the Consultant’s experience in all areas of providing IFE Services for airport planning, design and engineering projects.

It is the intent of the Authority to select one or more Consultants to provide IFE Services as described in the FAA Advisory Circular (including, without limitation, Section 2.12 thereof) and the following types of services as needed:

1. Provide preliminary cost estimates prior to advertising for selection of a project consultant.
2. Attendance at project scoping meetings with the Authority and its project consultant.



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3. Review of the scope of work for each project. The scopes of work reviewed may cover work for all or any part of the Pre-Design, Preliminary Design, Final Design, Bid and Contract Administration Phases of a project.
4. Provide estimates of direct expenses for a project.
5. Review other factors associated with a project, including without limitation: the number of meetings expected, inspection and quality control services required; design/plan schedule, special services required, complexity of design/plan safety and operational considerations; environmental considerations; survey and geotechnical considerations; ALP updates; and other project specifics.
6. Provision of a written Independent Fee Estimate to the Authority and such other persons and entities as the Authority may designate.
7. Attendance at Independent Fee Estimate "submittal" meetings with the Authority.
8. Such related services as may be required by the Authority on an as-needed basis.

It is the Authority's objective to maintain and expand the Airport when feasible utilizing funds from the anticipated Airport Improvement Program (the "AIP"), as well as funds generated from Passenger Facility Charges or other appropriate sources. In order to accomplish this, the Authority intends to identify and rely heavily on one or more selected Consultant(s) on a continuing basis to perform IFE Services on an as-needed basis for these projects. It is anticipated that individual projects will be assigned to the selected Consultant(s) periodically over the next three (3) years for this purpose. The Authority reserves the right to stop assigning projects to the selected Consultant(s) at any time, and to select other consultants for specific projects on a case-by-case basis.

### 1.3 Key Dates in the RFQ Schedule

It is anticipated that one or more contracts will be awarded in response to this RFQ based on the following schedule:

*Table 1, Key Dates in the RFQ Schedule*

Date	Event (Fill in Timeline)
February 1, 2016	Issuance of Request for Qualifications
February 10, 2016 at 11:00 a.m. ET	Pre-Submittal Meeting – Board Room
February 22, 2016 at 2:30 p.m. ET	Deadline for Consultants' Questions
February 26, 2016	Response to Consultants' Questions
March 4, 2016 at 2:30 p.m. ET	Proposal Submission Deadline
March 5, 2015 – May 5, 2016	Proposal Evaluation Period
No earlier than May 6, 2016	Expected Award of Contract(s) by the Authority

On or about June 1, 2016	Execution/Entering into Contract(s)
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**Please note:** *The Authority reserves the right to change any of the dates stated in this RFQ. If such a change occurs, the Authority will notify all firms that received the RFQ directly from the Authority and post the change(s) on the Authority's website, [www.syrsvraa.com](http://www.syrsvraa.com)*

## 1.4 Qualification Requirements

In order to be considered for selection, each Consultant's submittal must include all of the following:

1. A cover letter, signed by an individual or individuals authorized to bind the Consultant, containing, at a minimum, a statement of interest in performing the IFE Services described in this RFQ, how the proposed team serves airport clients, and the information set forth below in Subsections (A) through (G):
  - A. An acknowledgement that the Consultant has read the contract document entitled "Professional Services Agreement," which is attached to this RFQ as **Attachment 1**, and that it agrees that if the Consultant is selected, it will enter into a final contract with the Authority in a form substantially the same as said contract document if the Consultant does not set forth specific objections and proposed changes to the contract document in its submittal. If the Consultant is unable to agree to or meet any of the terms and conditions contained in said contract document, the Consultant must specify its objection(s) and the proposed change(s) in its submittal. The Authority reserves the right to accept or reject any objections or suggested changes in its sole discretion.
  - B. A statement that the Consultant will meet all insurance requirements under Section 1.5 of this RFQ, and as may be reasonably required by the Authority. The Consultant is specifically advised that it must maintain all required insurance for the entire duration of its contract with the Authority.
  - C. An affirmative statement that the Consultant's staff members listed in its submittal, whether members of the Consultant's firm, joint venture firms, or subconsultant firms, are committed to the performance of the services described in this RFQ. The Authority considers the naming of specific individuals and assignment of roles listed in the submittal as a significant consideration in its evaluation, and advises that the final selection of a Consultant will depend, in part, on the assignment of qualified staff.
  - D. A statement as to whether the Consultant's firm, joint venture firms or subconsultant firms, or any member of the aforesaid, is currently debarred from doing business with any governmental entity.
  - E. A statement as to whether or not the Consultant's firm, joint venture firms, or subconsultant firms is a party to any pending or current litigation that might adversely affect its performance of the services described in this RFQ.



- F. A statement, signed under the pains and penalties of perjury, identifying and describing all local, state and federal criminal investigations or proceedings, or any other administrative, judicial, or regulatory matter currently pending against the Consultant's firm, joint venture firms or subconsultant firms (to include officers, members, directors, and partners, "Principals") or concluded adversely to any of them, or any of its Principals, within the past five (5) years, that might reasonably be construed to reflect adversely on the fitness or integrity of any of them to perform this contract. Failure to respond properly and accurately to this requirement may, in the Authority's sole discretion, result in rejection of your submittal.
  - G. Information which serves to demonstrate the financial stability of the Consultant, including but not limited to, information documenting that the Consultant has been in business for at least three (3) years, the Consultant's present credit rating information (specify if other than Dun & Bradstreet, Inc.), current financial statements and a current statement of conditions audited by a Certified Public Accountant, and a statement as to whether the Consultant has filed for the protection of a U.S. Bankruptcy Court in the last seven (7) years. If this statement is in the affirmative, the Consultant must describe the circumstances that led to the filing, the ultimate disposition of the matter (*e.g.*, a reorganization with a payment plan to creditors), the current situation and substantial, detailed evidence of the Consultant's financial ability to complete contract if selected. The submittal should contain such other information that, in the Consultant's judgment, is necessary and sufficient to show its financial stability (*e.g.*, bank references, insurance references). Failure to provide this information may, in the Authority's sole discretion, result in rejection of your submittal.
- 2. A description of the Consultant's firm, including:
    - A. Name, address and overall size of firm.
    - B. Name, address, telephone number and email address of the primary contact for this RFQ.
    - C. Number and percentage (firm-wide) of employees who are local.
    - D. Location of the firm's offices, with a description of the size and specific location of the office that will provide the services described in this RFQ, and the names of the key personnel who will provide those services (together with the qualifications, relevant experience and resumes of each).
    - E. If a branch office will provide the required services, a description of the capability of a branch office to perform independently of the home office. The Consultant should be able to demonstrate that whichever office is serving the Airport independently has the staffing to provide the range of services and disciplines required by the Authority.
  - 3. If applicable, the names of subconsultants or joint venture partners who would be engaged by your firm, including their name, background and relevant experience, key personnel, and location of offices that would provide the services described in this RFQ (all as outlined for the Consultant). If the submittal is submitted by a joint venture, it must be signed by all parties to the joint venture. Final award will be contingent upon receipt of a formal joint venture agreement satisfactory to the Authority.
  - 4. A statement of qualifications, to include recent specialized experience of the Consultant and major sub-consultants/joint venture partners in aviation-related projects,



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including planning, environmental, environmental remediation, land acquisition, air service, engineering/architectural (*i.e.*, runways, taxiways, aprons, lighting, NAVAIDS, buildings, roads, fuel, etc.) and construction services in accordance with FAA and NYSDOT requirements.

5. A description of the Consultant's proposed approach to providing IFE Services for airport projects. The description should address such items as how the contract will be staffed, the need for sub-consultant support, and the Consultant's approach to being responsive to client issues and needs on a continuing basis.
6. An organizational chart.
7. A completed OMB Standard Form 255.
8. Evidence that the Consultant has established and implemented an effective Affirmative Action Program and complies with Disadvantaged/Women/Minority Business Program requirements set forth by Federal, State and local regulations.
9. A list of a minimum of six (6) references, including name, address, and phone number. The references should be for airport clients where the Consultant's team has provided IFE Services similar to those described in this RFQ.
10. Appendix A-1 (Non-Collusion Certification), Appendix A-2 (Consultant's Acknowledgement Form) and Appendix A-3 (Procurement Lobbying Form), completed by the Consultant as required.

### **1.5 Insurance Requirements**

Each of the selected Consultant(s) shall be required to purchase at its own cost and expense and maintain at all times for the duration of the contract with the Authority:

1. Professional Liability insurance policy covering the professional services performed, which shall include a prior acts endorsement or an extended reporting endorsement that covers all claims arising out of or related to prior acts, errors and omissions of the Consultant in the performance of services under its contract with the Authority with minimum limits of:

\$2,000,000 Each Claim

\$2,000,000 Annual Aggregate applicable on a per project basis

2. Commercial General Liability insurance (ISO occurrence form CG0001 ), including Products/Completed Operations and Contractual Liability providing coverage in the minimum amounts of:

Bodily Injury and Property Damage Limit \$1,000,000 each occurrence

Products/Completed Operations Limit \$2,000,000 aggregate

Personal Injury & Advertising Injury Limit \$1,000,000 each person or organization

General Aggregate \$2,000,000 applicable on a per project basis

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The Authority and the City of Syracuse, their officers, employees and agents shall be named as Additional Insureds for liability arising under the Contract applicable to both ongoing and completed operations on a primary & non-contributory basis.

There shall be no exclusions relating to NYS Labor Law or municipal operations.

Coverage shall be maintained for a 3 year period following completion of the project.

3. Automobile Liability insurance coverage on all vehicles used by the Consultant at the Airport, including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Authority and the City of Syracuse as additional insureds. The automobile liability insurance policy shall be comprehensive so as to cover: (i) bodily injury, including mental anguish, sickness, disease and death; and (ii) injury to or destruction of property including loss of use thereof, arising out of the activities of the Consultant.

4. Worker's Compensation insurance in amounts required by statute for the Consultant's employees.

5. Commercial Umbrella/Excess with follow form terms to the primary and having limits of not less:

Bodily Injury and Property Damage Limit	\$5,000,000 each occurrence
Products/Completed Operations Limit	\$5,000,000 aggregate
General Aggregate	\$5,000,000 applicable on a per project basis

All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be licensed (for insurance companies domiciled in New York), admitted (for insurance companies not domiciled in New York) and authorized to do business in the State of New York by the New York State Department of Financial Services. Each insurance policy must be enforceable in the State of New York, be reasonably acceptable to the Authority's counsel and must include coverage and limits of liability as required in this RFQ.

All policies shall include Waiver of Subrogation endorsements in favor of the Authority and the City of Syracuse.

All policies shall be endorsed to provide for thirty (30) days' written notice to the Authority prior to the cancellation or termination or material modification of the policy, except in the case of nonpayment of premium, in which case the notice shall be no less than ten (10) days to the Authority.

Certificates of Insurance with copies of the endorsements evidencing the required Additional Insured(s), Waiver(s) of Subrogation and Notice(s) of Cancellation provisions must be delivered to the Authority's Executive Director prior to the Consultant's commencement of services under the Contract, and upon the renewal of each policy required under the Contract.

If at any time, the policies shall become unsatisfactory to the Authority as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Authority, the selected Consultant, on demand of the Authority's Executive Director, shall promptly obtain a new and satisfactory policy in replacement.



The selected Consultant shall require its subconsultants and joint venture partners to have the same insurance required of the Consultant in this RFQ, and to provide any and all required insurance certificates of insurance to the Authority's Executive Director in the manner described above. The selected Consultant shall not commence work until it has obtained all the insurance required in this RFQ.

### **1.6 Amendment or Termination of RFQ**

The Authority reserves the right to amend, cancel, or postpone this RFQ at any time without penalty, and to terminate the contract awarded to the selected Consultant, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the selected Consultant.

### **1.7 Professional Services Agreement**

The selected Consultant will be expected to enter into a contract substantially in the form of the professional services agreement form attached to this RFQ as **Attachment 1** (the "Contract Form"). If the Consultant has any objections to the Contract Form, such objections must be stated in the Consultant's submittal, together with the Consultant's proposed changes to the Contract Form (if any), so that the Authority's Selection Committee can take any contract issues into account during the selection process. Otherwise, the Consultant shall be deemed to have accepted the terms of the Contract Form by submitting its proposal in response to this RFQ. All proposed changes to the Contract Form shall be subject to the approval of the Authority in its sole discretion. Except as specifically set forth in the final contract with the selected Consultant, the final contract with the selected Consultant shall fully incorporate the RFQ, its Addenda, the portions of the selected Consultant's submittal that are acceptable to the Authority, and changes to the Contract Form approved by the Authority (if any), together with fees and payment requirements agreed upon by the Authority and the selected Consultant.

Services to be provided on specific projects will be authorized by work orders executed by the Authority. Each work order will consist of an amendment to the corresponding contract, containing schedules for the agreed project scope and breakdown of fees. The Authority reserves the right to employ other consultants at any time, for any project, as it may deem in the public interest. In no way will the fact that the Authority has entered into a contract with the selected Consultant require or obligate the Authority to make use of the selected Consultant's services on any projects whatsoever.

### **1.8 Questions or Requests for Information or Clarification**

Any questions, requests for information or clarification regarding this RFQ should be submitted via email, citing the RFQ page and section, no later than **2:30 p.m. ET on February 22, 2016** to [ryanl@syrairport.org](mailto:ryanl@syrairport.org)

**Questions will not be accepted orally**, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be emailed to all Consultants that have been furnished the RFQ by the Authority. Firms that receive this RFQ or access it from a source other than the Authority should contact the Authority at [ryanl@syrairport.org](mailto:ryanl@syrairport.org) to confirm that their correct contact information, including email address, is on file with the Authority. This will ensure that the Consultant receives the list of questions/requests for information or clarification and the official responses. The Authority is not responsible for a Consultant's failure to receive the list



of questions/requests for information or clarification and the official responses due to the Consultant's failure to provide the Authority its contact information, including email address, and no allowance will be made for a Consultant that submitted a submittal that is not in compliance with the RFQ requirements due to the Consultant's aforementioned failure to receive the list of questions/requests for information or clarification and the official responses.

### **1.9 Pre-Submittal Meeting**

The Authority will hold a pre-submittal meeting to review the RFQ at **11:00 a.m. ET on February 10, 2016** in the Board Room at the Airport. Authority representatives will conduct a tour of the Airport, and will be available to answer questions at that time. The Authority disclaims any and all responsibility for injury to Consultants, their agents, or to others while examining the Airport facilities or at any other time. By submitting a submittal to the Authority in response to this RFQ, each Consultant agrees and represents that the Consultant has all information necessary for the Consultant to complete and submit its submittal to the Authority, and is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the Consultant's submittal to the Authority. Consultants bear any and all travel and other costs and expenses related to their attendance at the pre-submittal meeting. Use of electronic devices such as recording devices and video cameras is strictly prohibited at all times during the pre-submittal meeting

**Verbal responses provided by Authority representatives during the pre-submittal meeting are not formal and are not binding on the Authority.**

### **1.10 Amendments and Addenda**

In the event that it becomes necessary to revise this RFQ, such revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

Further, if a Consultant discovers any conflict, discrepancy, omission or other error in this RFQ, the Consultant shall immediately notify the contact person, Linda Ryan, of such error and request modification to the document. The Authority shall make RFQ modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any particular Consultant. Such revision will be given by written notice to all parties who have been furnished an RFQ by the Authority.

If a Consultant fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known, the Consultant shall assume the risk. If awarded the contract, the Consultant shall not be entitled to additional compensation or time by reason of the error or its late correction.

All RFQ addenda will be emailed to all Consultants that have been furnished the RFQ by the Authority. Firms that receive this RFQ or access it from a source other than the Authority should contact the Authority at [ryanl@syrairport.org](mailto:ryanl@syrairport.org) to confirm that their correct contact information, including email address, is on file with the Authority. This will ensure that the Consultant receives all RFQ addenda. The Authority is not responsible for a Consultant's failure to receive addenda due to the Consultant's failure to provide the Authority its contact information, including email address, and no allowance will be made for a Consultant that submitted a submittal that is not in compliance with the RFQ requirements due to the

At this time, there are no designated dates for release of addenda. Therefore, interested Consultants should check their email on a daily basis from time of RFQ issuance through the deadline for submission of submittals. It is the sole responsibility of the Consultant to be knowledgeable of all addenda related to this RFQ.

### **1.11 Submission Requirements**

One bound original and eight (8) bound copies of the Consultant's submittal, including all required forms attached to this RFQ, shall be submitted in response to this RFQ. A Flash Drive or CD containing the submittal and all required forms in PDF format shall also be submitted. The original submittal shall be signed by an authorized representative of the Consultant and notarized.

Each copy shall be clearly labeled with the name of the Consultant and the date. Each copy must contain the required information for the Consultant.

Consultants should make sure that their submittals are in compliance with all of the requirements of this RFQ. Failure to do so may result in disqualification.

Consultants should also be willing and able to provide additional information that the Committee may require. Also, interviews may be requested at the discretion of the Committee.

All information and materials submitted to the Authority in response to this RFQ will become the property of the Authority. Consultants shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations. If any such information is included, it shall clearly be identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

### **1.12 Submission Due Date**

Submittals must be delivered **no later than 2:30 p.m. ET on March 4, 2016** to:

Ms. Linda Ryan  
Aviation Contracting Officer  
Syracuse Regional Airport Authority  
Syracuse Hancock International Airport  
1000 Col. Eileen Collins Boulevard  
Syracuse, New York 13212

Submittals received after that date will not be considered.

### **1.13 Review of Submittals**

Upon receipt of the submittals, the Authority's Selection Committee (the "Committee") will review each submittal and make a recommendation to the Authority. Submittals will be reviewed on the basis of the following criteria to determine the Consultant's competency, experience and ability to perform the services required under this RFQ:



- A. Quality of the Consultant's submittal.
- B. The education, experience, and expertise of the Consultant, its team, Principals and key personnel.
- C. The Consultant's specific experience, stability and history of performance on airport projects.
- D. The Consultant's understanding of aviation programs at both the Federal and State level, and past experience in successfully completing projects under these programs, including grants management.
- E. Availability of adequate personnel and resources to perform the required services expeditiously.
- F. The names, qualifications, competence, past performance, and office location of the individuals who will be assigned to key contract responsibilities.
- G. The Consultant's approach to the planning, organizing, and controlling of an airport project.
- H. Financial stability of the Consultant.
- I. References from the Consultant's previous clients.
- J. Location and staffing of the Consultant's office that will actually provide the services to the Authority.
- K. The Consultant's evidence that it met the Authority's DBE goal, or made adequate good faith efforts to meet the Authority's DBE goal.

Upon review of the submittals, the Authority through the Committee may, at its discretion, submit to Consultants written questions and requests for clarification relating to their submittals. Consultants will be given a stated period of time during which the written responses to the Authority's requests for clarification must be completed. Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Consultant will be allowed to alter its submittal or add information. The Committee may also, at its discretion, schedule interviews with the Consultants.

The Committee will evaluate the Consultants based on comparative fulfillment of the criteria listed above in Subsections (A) through (K), where 0 is non-responsive and 10 is the highest possible score for each criterion. Total scoring will be the mathematical summation of the criteria scores from each member of the Committee. The Committee may also, in its discretion evaluate the Consultants based on any required interview.

The Authority reserves the right to waive any formalities, waive or modify minor deviations after prior notification to the Consultant, and to reject or negotiate any and all submittals without assigning any reason. The Authority also reserves the right to reject, in its discretion, any and all submittals not deemed in the best interest of the Authority, and to reject as informal such submittals that,



in the Authority's opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.

#### **1.14 Award**

Following final ranking of the Consultants, the Authority will conduct contract negotiations with one or more of the highest ranked Consultants. If satisfactory negotiations with those Consultant(s) are not possible, the Authority will begin negotiations with one or more of the next highest ranked and qualified Consultants and continue, as such, until the Authority's contract needs are met and satisfactory negotiations are completed. The Authority may award one or more contracts, following successful negotiations and the required approvals, if it determines that doing so is in the best interest of the Authority.

#### **1.15 Restriction of Communications**

Respondents are prohibited from contact related to this RFQ with any Authority member, officer, staff, employee or representative other than designated personnel from the date this RFQ is issued until the contract(s) have been executed by the Authority. Violation of this provision would be grounds for immediate disqualification.

All inquiries concerning this procurement must be addressed to the following designated contacts for this Procurement: **Linda Ryan at [ryanl@syrairport.org](mailto:ryanl@syrairport.org)** **Please indicate RFQ Reference # 2016-02 in Subject Line.** Further information about this restriction may be found at: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.asp>

#### **1.16 New York State Finance Law Sections 139-j and 139-k**

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the "Statute"), certain restrictions are placed on contact with State agencies, including public authorities, during the procurement process. The term "contact" is defined in the Statute as "any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement." In addition to obtaining the required identifying information, the State agency must inquire and record whether the person or organization that made the contact was the offerer, or was retained, employed or designated on behalf of the offerer to appear before or contact the governmental entity. The term "offerer" is defined in the Statute as "the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offerer."

The "restricted period" is defined in the Statute as "the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller."

Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offerer is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. Further information about these requirements can be found at: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.asp>.

Any Consultant responding to this RFQ **must** complete the form attached as Appendix A-3 and submit it to the Authority with its submittal.

Questions regarding this form may be directed to the Designated Contact for this solicitation:

Linda Ryan  
Aviation Contracting Officer  
Syracuse Regional Airport Authority  
[ryanl@syrairport.org](mailto:ryanl@syrairport.org)

### **1.17 Notice to Consultants - Exceptions and Document Retention**

Please retain a copy of this complete document for your records. This is the only copy you will receive. You will be forwarded notice of the awarded contract only if you are a selected Consultant.

Consultants must clearly and completely indicate any and all exceptions and objections to this RFQ in their submittals. Exceptions to the requirements of this RFQ may be cause for a Consultant's submittal to be disqualified.

### **1.18 Submittal Costs**

The costs for this entire submittal effort shall be borne by the Consultant. The Authority will not reimburse any Consultant or other firm for any costs associated with this submittal effort.

## **2. LIVING WAGE REQUIREMENTS**

The Consultant shall pay wage rates equivalent to those specified in the City of Syracuse Living Wage Ordinance (General Ordinance number 2005) as it relates to compensation of employees. Consultants are encouraged to review the ordinance carefully and prepare their bids in a manner consistent with its terms. **Current wage rates effective April 1, 2015 are \$12.77 per hour with healthcare benefits, and \$15.08 per hour without healthcare benefits.** These wage rates change annually. Further information can be found at [http://www.syr.gov.net/Living\\_Wage.aspx](http://www.syr.gov.net/Living_Wage.aspx)

## **3. WHISTLEBLOWER POLICY AND PROCEDURES**

The selected Consultant will be required to comply with, and perform its services under the contract in accordance with, any and all Whistleblower Policy and Procedures adopted by the Authority.

## **4. CONDITIONS, TERMS AND LIMITATIONS**

This RFQ is subject to the specific conditions, terms and limitations stated below:

1. The services to be performed shall conform to and be subject to the provisions of the



## Independent Fee Estimate Services at Syracuse Hancock International

- New York Public Authorities Law, Generally Acceptable Auditing Standards, Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State authorities having jurisdiction.
2. Valid permits as required by the Authority and any State, and Federal agencies shall be obtained by the successful respondent prior to commencing work.
  3. Final designation of a respondent will depend on satisfaction of all additional documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.
  4. No transaction will be consummated if any selected respondent or principal of a selected respondent, or any member of the respondent's development team is in arrears or in default upon any debt, lease, contract or obligation regarding Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFQ by any such respondent.
  5. The Authority reserves the right to:
    - a. Negotiate with one or more respondents, and/or negotiate on terms other than those set forth herein.
    - b. At any time, waive compliance with, or change any of the terms and conditions of this RFQ, to entertain modifications or additions to selected proposals.
  6. This RFQ does not represent any obligation or agreement whatsoever on the part of the Authority which may only be incurred or entered into by written agreement authorized by the Authority, approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.
  7. Selection of a respondent will not create any rights on the respondent's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals received and the insurance, agreement and all related documents are fully approved and executed.
  8. This RFQ and any agreement or other documents resulting therefrom is subject to Federal, State, or Municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
  9. Title VI Solicitation Notice: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **5. CONFLICTS OF INTEREST**

Members, officers, staff and employees of the Authority may respond to this RFQ only in accordance with the Authority Code of Ethics, the City of Syracuse Code of Ethics and Article 18 of New York General Municipal Law.

ATTACHMENT 1 AND APPENDICES START ON NEXT PAGE



**Attachment 1**

**Professional Services Agreement Form**

See attached form entitled, "Agreement for Independent Fee Estimate Services"

**AGREEMENT FOR  
INDEPENDENT FEE ESTIMATE SERVICES**

**AGREEMENT** ("Agreement") made effective as of \_\_\_\_\_, 2016, by and between the **SYRACUSE REGIONAL AIRPORT AUTHORITY**, a public authority established by Chapter 463 of the Laws of 2011 (Title 34 of the Public Authorities Law of the State of New York) with a place of business at 1000 Col. Eileen Collins Blvd. in the City of Syracuse, County of Onondaga, and State of New York (hereinafter the "Sponsor" or "Authority"), and \_\_\_\_\_, a corporation existing under the laws of the State of \_\_\_\_\_, having offices at \_\_\_\_\_ (hereinafter the "Consultant").

**WITNESSETH**

**WHEREAS**, it is the intention of the Sponsor to engage the professional services of Independent Fee Estimate Consultant(s) to provide independent fee estimate services for various FAA Grant-Eligible Projects at Syracuse Hancock International Airport; and

**WHEREAS**, the Consultant has responded to the Sponsor's Request for Qualifications (RFQ) for Independent Fee Estimate Services, RFQ Reference # 2016-02, issued on February 1, 2016, and, based upon the Consultant's response to the RFQ, the Sponsor wishes to retain the Consultant, and the Consultant wishes to render certain professional services; and

**WHEREAS**, the Board of the Syracuse Regional Airport Authority by Resolution No. \_\_\_\_\_ of \_\_\_\_\_ has duly authorized this Agreement, and this Agreement is subject to such authorization; and

**WHEREAS**, the Board of the Syracuse Regional Airport Authority has authorized this Agreement for a three (3) year period with the option of the Sponsor to renew for two (2) additional one (1) year periods subject to approval by the Board; and

**WHEREAS**, the Board of the Syracuse Regional Airport Authority has authorized a not-to-exceed sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) to compensate the Consultant in accordance with work orders to be issued by the Executive Director pursuant to this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Sponsor and Consultant agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

A. The Consultant shall, upon request of the Sponsor, provide Independent Fee Estimate services during the term of this Agreement. All such services shall be performed in accordance with applicable Federal Aviation Administration ("FAA"), New York State Department of Transportation and other Federal and State laws, regulations and requirements, including without limitation FAA Advisory Circular 150/1500-14E, as amended from time to time.



These services may include one or more of the following:

1. Provide preliminary cost estimates prior to advertising for selection of a Project Consultant.
2. Attendance at project scoping meetings with the Sponsor and its Project Consultant.
3. Review of the scope of work for each project. The scopes of work reviewed may cover work for all or any part of the Pre-Design, Preliminary Design, Final Design, Bid and Contract Administration Phases of a project.
4. Provide estimates of direct expenses for a project.
5. Review other factors associated with a project including without limitation: number of meetings expected, inspection and quality control services required; design/plan schedule, special services required, complexity of design/plan safety and operational considerations; environmental considerations; survey and geotechnical considerations; ALP updates and other project specifics.
6. Provision of a written Independent Fee Estimate to the Sponsor and such other persons as the Sponsor may designate.
7. Attendance at Independent Fee Estimate "submittal" meetings with the Sponsor.
8. Such related services as may be required by the Authority on an as-needed basis.

B. Independent Fee Estimate services shall be furnished by the Consultant as, when and if authorized by work orders ("Work Orders") issued by the Sponsor under this Agreement. Each Work Order shall consist of a notice to proceed, a schedule of the negotiated lump sum fee for such Work Order, a schedule describing the scope of services to be performed by the Consultant and an outline of the project scope of work to be reviewed by the Consultant. The Consultant shall provide written Independent Fee Estimates to the Sponsor within thirty (30) business days (or such shorter period of time as the parties shall agree) of receipt of a Work Order.

C. The Sponsor agrees to pay the Consultant for services rendered, as established in each Work Order, a negotiated lump sum fee established for each Work Order. Such fee shall not be subject to audit and shall not be subject to review or modification unless the Sponsor determines that such review or modification is justifiable or advisable. Payment of each such fee shall be requested in one single invoice to be submitted by the Consultant after the related written Independent Fee Estimate and such other related services have been furnished to the Sponsor.

D. The total amount of payments for the Consultant's services rendered under this Agreement shall be in a not to exceed amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per year, and a total not to exceed amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) over the term of the Agreement.

## **ARTICLE II. STANDARD PRACTICES AND REQUIREMENTS**

The Consultant shall ascertain the standard practices of the Sponsor, the NYSDOT and the FAA prior to beginning any of the work of this Project. Where practicable, all work required under this Agreement shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the Consultant may, with the approval of the other parties, vary or deviate from such standards. The Consultant shall certify that all work performed under this Agreement will conform with all approved Federal and State standards and/or with deviations of such standards when approved.

## **ARTICLE III. DOCUMENTS FORMING THE CONTRACT**

The Contract Documents shall be deemed to include this Agreement, with appropriate schedule or schedules.

## **ARTICLE IV. TAXES, ROYALTIES AND EXPENSES**

The Consultant shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise provided for in Article II.

## **ARTICLE V. CONSULTANT'S INDEMNITY**

A. The Consultant covenants and agrees to indemnify, hold harmless, protect and, except for professional liability claims, defend (with counsel acceptable to the Sponsor), the Sponsor, its officers and employees, agents, the NYSDOT and the FAA from and against any and all liability, damages, cost or expense arising from injury or death to persons, damage to property, or claims against the Sponsor, its officers and employees, arising from or caused by the Consultant's own errors, omissions and negligent or wrongful acts in performing services pursuant to this Agreement.

B. The Consultant further covenants and agrees to indemnify, hold harmless, protect and defend (with counsel acceptable to the Sponsor), the Sponsor, its officers and employees, agents, the NYSDOT, and the FAA, from and against any and all liability, damages, cost or expense arising from any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant, its employees, officers, agents, servants or subcontractors.

C. Furthermore, the aforementioned indemnity shall survive termination of this Agreement. The Consultant further covenants and agrees to maintain the necessary insurance coverage to effectuate this Indemnification and Defense clause except for defense under the professional liability policy. In addition, the aforementioned indemnity and defense shall not be limited by reason of enumeration of any insurance coverage provided herein except for no defense is provided under the professional liability policy.



- D. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.
- E. The parties understand and agree that the professional liability policy provided by the Consultant does not provide defense coverage.

## **ARTICLE VI. LABOR LAW REQUIREMENTS**

The Consultant specifically agrees, as required by the Labor Law, Section 220, 220-d and 220-e, as amended, that his/her execution of this Agreement binds him to the following specific agreements:

- A. No laborer, worker or mechanic in the employ of the Consultant, Subcontractor or other persons doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in one (1) week in the performance of work included in this Agreement except in the emergencies set forth in the Labor Law;
- B. The wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by law;
- C. The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner;
- D. The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the project is located and shall not be less than designated by the Industrial Commissioner.

Supplements as defined in Section 220 of the Labor Law, as amended, mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any payments which are not wages within the meaning of the law, including but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance;

- E. The Labor Law provides that the Agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
1. The stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, Subdivision 3, as amended, or;
  2. The stipulated minimum hourly scale (including supplements) as provided in the labor Law, Section 220-d, amended.
- F. The Consultant specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended, that:
1. In the hiring of employees for the performance of work under this Agreement of any Subcontract hereunder, no Consultant, Subcontractor, nor any person acting on

## Independent Fee Estimate Services at Syracuse Hancock International

behalf of such Consultant or Subcontractor shall, by reason of race, creed, sex, color national origin, or sexual orientation discriminate against any citizen of the State of New York who is qualified to perform the work to which the employment relates;

2. No Consultant or Subcontractor or any person on his/her behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, sex, color, national origin, or sexual orientation.
3. There may be deducted from the amount payable to the Consultant by the Sponsor under the Agreement, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
4. The Agreement may be cancelled or terminated by the Sponsor and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

### G. Surveying Services

The Sponsor recognizes that the Consultant will be required by the New York State Department of Labor to compensate its personnel performing field survey work in accordance with the applicable state wage rates in effect at the same time services are performed. The Sponsor understands that the Consultant has no control over these labor rates and their periodic increases. Therefore, it is agreed that the Sponsor will compensate the Consultant for field survey services included as a part of this Agreement in accordance with the pricing schedule made a part of this Agreement. Furthermore, the Sponsor will compensate the Consultant for all increases in labor costs included applicable overhead and profit when those increases occur by direction of the New York State Department of Labor. Billings for these increases and payments by the Sponsor of these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed contract amount.

## **ARTICLE VII. NON-DISCRIMINATION PROVISIONS**

During the performance of this Agreement, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or sexual orientation, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or sexual orientation. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Consultant will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be



provided by the State Division of Human Rights, advising such labor union or representative of the Consultant's Agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Consultant was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Consultant shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with a request that it furnish such a statement, the Consultant shall promptly notify the State Division of Human Rights if such failure or refusal.

- C. The Consultant will post and keep in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- D. The Consultant will state, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, sexual orientation, color, religion or national origin.
- E. The Consultant will comply with the provisions of Section 291-299 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his/her books, records, and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- F. This Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the contacting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Consultant has not complied with these non-discrimination clauses, and the Consultant may be declared ineligible for future Agreements made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses.
- G. The Consultant will include the provisions of clauses (a) through (f) in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Consultant will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Consultant becomes involved or is threatened with litigation with a

## Independent Fee Estimate Services at Syracuse Hancock International

Subcontractor or vendor as a result of such direction by the contracting agency, the Consultant shall promptly so notify the Sponsor, requesting it to intervene and protect the interests of the Sponsor.

- H. Airport and Airway Improvement Act of 1982, Section 520 (49 USC §47123). The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from the bid solicitation through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## **ARTICLE VII. INSURANCE**

- A. The Consultant shall purchase and maintain, at its own cost and expense, and ensure that its subcontractors purchase and maintain at their cost and expense, at all times for the duration of this Agreement the following insurance coverages:

1. Professional Liability insurance policy covering the professional services performed, which shall include a prior acts endorsement or an extended reporting endorsement that covers all claims arising out of or related to prior acts, errors and omissions of the Consultant in the performance of services under its contract with the Authority with minimum limits of \$2,000,000 Each Claim, and \$2,000,000 Annual Aggregate applicable on a per project basis.

2. Commercial General Liability insurance (ISO occurrence form CG0001) including Products/ Completed Operations and Contractual Liability providing coverage in the minimum limits of:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate	\$2,000,000 applicable on a per project basis

The Syracuse Regional Airport Authority and the City of Syracuse, their officers, employees and agents shall be named as Additional Insureds for liability arising under this Agreement applicable to both ongoing and completed operations on a primary & non-



contributory basis. There shall be no exclusions relating to NYS Labor Law or municipal operations. Coverage shall be maintained for a 3 year period following completion of the project.

3. Automobile Liability insurance coverage on all vehicles used by the Consultant at the Airport, including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Authority and the City of Syracuse as Additional Insureds. The automobile liability insurance policy shall be comprehensive so as to cover: (i) bodily injury, including mental anguish, sickness, disease and death; and (ii) injury to or destruction of property including loss of use thereof, arising out of the activities of the Consultant;

4. Worker's Compensation insurance for the Consultant's employees in amounts required by Worker's Compensation or Disability Benefits Law, including for the State of New York Chapter 41, Laws 1914, as amended, known as the Worker's Compensation law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law.

5. Commercial Umbrella/Excess insurance with follow form terms to the primary and having limits of not less:

Bodily Injury and Property Damage Limit	\$5,000,000 each occurrence
Products/Completed Operations Limit	\$5,000,000 aggregate
General Aggregate	\$5,000,000 applicable on a per project basis

B. The Consultant's umbrella/excess policy shall name the Authority and the City of Syracuse as Additional Insureds.

C. All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be licensed (for insurance companies domiciled in New York, admitted (for insurance companies not domiciled in New York) and authorized to do business in the State of New York by the New York State Department of Financial Services. The insurance policy must be enforceable in the State of New York, be reasonably acceptable to the Syracuse Regional Airport Authority's counsel and must include coverage and limits of liability as required under this Agreement. All policies shall include Waiver of Subrogation endorsements in favor of the Syracuse Regional Airport Authority and City of Syracuse.

D. All policies shall be endorsed to provide for thirty (30) days' written notice to the Authority prior to the cancellation or termination or material modification of the policy, except in the case of nonpayment of premium, in which case the notice shall be no less than ten (10) days to the Authority. Certificates of Insurance with copies of the endorsements evidencing the required Additional Insured, Waiver of Subrogation and Notice of Cancellation provisions must be delivered to the Authority's Executive Director. If at any time, the policies shall become unsatisfactory to the Authority as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Authority, the Consultant, on demand of the Authority's Executive Director, shall promptly obtain a new and satisfactory policy in replacement. The Consultant shall require its subcontractors and joint venture partners to have the same insurance required of the Consultant

under this Agreement, and to provide any and all required insurance certificates. The Consultant shall not commence work until it has obtained all the insurance required under this Agreement.

#### **ARTICLE IX. ASSIGNMENT REQUIREMENTS**

The Consultant specifically agrees that:

- A. Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his/her right, title or interest therein, or his/her power to execute such Agreement, to any other person, company or corporation without the previous consent in writing of the Sponsor and the Commissioner of Transportation and the Federal Aviation Administration.
- B. If this provision of the Agreement is violated, the Sponsor may revoke and annul the Agreement and the Sponsor shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the Consultant shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all monies therefore assigned under said Agreement, except so much as may be required to pay his/her employees.

#### **ARTICLE X. EXTRA WORK**

If the Consultant is of the opinion that any work he/she has been directed to perform is beyond the scope of this Agreement or any Work Order issued hereunder, and constitutes Extra Work, he/she shall promptly notify the Sponsor of that fact. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement or any Work Order and constitutes Extra Work.

If the Sponsor determines that such work does constitute Extra Work, it shall provide extra compensation to the Consultant upon a fair and equitable basis. An amendment to this Agreement providing for such compensation for Extra Work shall be prepared and executed by the Consultant and the Sponsor and be approved by the appropriate State and Federal officials. Approval by the Sponsor shall require formal approval by the Executive Director. Execution of an amendment to this Agreement by the Sponsor for Extra Work shall only be done after the Executive Director has given his/her formal approval.

#### **ARTICLE XI. ABANDONMENT, CHANGE OF PLAN AND TERMINATION**

The Sponsor shall have the absolute right to abandon the work or to amend its project or to change the general basis at any time, and such action on its part shall in no event be deemed a breach of contract.

If the Sponsor does amend its project or change the general basis and the Consultant is of the opinion that Extra Work is made necessary as a result thereof, the provisions of Article XI of this Agreement with respect to Extra Work shall apply.

The Sponsor has the right to terminate this Agreement for the Sponsor's convenience, and make settlement with the Consultant upon an equitable basis as determined by the Sponsor, who shall fix



#### Independent Fee Estimate Services at Syracuse Hancock International

the value of the work performed by the Consultant prior to the termination of this Agreement. Termination by the Sponsor shall not be deemed a breach of this Agreement. The Sponsor may terminate this Agreement immediately upon notice delivered or mailed to the Consultant. In determining the value of the work performed, the Sponsor shall consider the following:

- A. The ratio of the amount of work performed by the Consultant prior to the termination of the Agreement to the total amount of work contemplated by this Agreement, less any payments previously made.
- B. The amount of the expense to which the Consultant is put in performing the work performed prior to the termination, in proportion to the amount of expense to which the Consultant would have been put had he/she been allowed to complete the total work contemplated by the Agreement, less any payment previously made.
- C. The actual cost incurred by the Consultant as verified by audit, plus a portion of the fixed fee equal to the percentage of work completed.

In determining the value of the work performed by the Consultant prior to the termination, no consideration will be given to profit which the Consultant might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory work performed by the Consultant, the value of the work performed by the Consultant prior to termination shall be fixed solely on the ratio of such work to the total amount of work contemplated by this Agreement.

#### **ARTICLE XII. SUSPENSION OF WORK**

In the event that the work under the Agreement is entirely suspended, the Consultant agrees that his/her services shall likewise be suspended without compensation for the suspended period, unless otherwise directed by the Sponsor. Upon resumption of the work under the Agreement, the Consultant shall resume his/her services under this Agreement until the work is completed and accepted. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a work order in accordance with the terms of this Agreement.

#### **ARTICLE XIII. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more, but not all, of the persons herein referred to as the Consultant, the rights and duties of the Consultant shall devolve upon the survivor or survivors of them, who shall be obliged to perform the services required under this Agreement, and the Sponsor shall make all payments due to him/her or them.

In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the project shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In the case of the failure of the Consultant, his/her successors or personal representatives, to make such delivery on demand, then and in that event the representatives of the Consultant shall be liable to the Consultant for any damages it may sustain by reason thereof. Upon delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE XIV. INTERCHANGE OF DATA**

All technical data in regard to the project whether (a) existing in the office of the Sponsor or (b) existing in the office of the Consultant, shall be made available to the other party to this Agreement without expense to such other party as the case may be.

#### **ARTICLE XV. DISPOSITION OF PROJECT DOCUMENTS**

At the time of completion of the work, the Consultant shall make available to the Sponsor all original tracings, plans, maps, computerized programs and reports which have been prepared as the result of this Agreement. This material shall become the property of the Sponsor and the maintenance of the data shall be the responsibility of the Sponsor. The cover sheet of each document furnished to the Sponsor by the Consultant shall include the appropriate State and Federal financial notices and the endorsement of the Consultant.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the Consultant shall make available to the Sponsor all data and material prepared under this Agreement including cover sheets in accordance with the above paragraph.

#### **ARTICLE XVI. DAMAGES AND DELAYS**

The Consultant agrees that no charges or claim for damages shall be made by him/her for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood, however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in now way operate as a waiver on the part of the Sponsor of any or its rights herein.

#### **ARTICLE XVII. CODE OF ETHICS**

The Consultant specifically agrees that this Agreement may be cancelled or terminated if any work under this Agreement is in conflict of Section 74 of the New York State Public Officer's Law, as amended.

#### **ARTICLE XVIII. INDEPENDENT CONTRACTOR**

The Consultant, in accordance with his/her status as an independent contractor, covenants and agrees that he/she will conduct himself consistent with such status, that he will neither hold himself out as not claim to be an officer or employee of the Sponsor, by reason hereof, and that he/she will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.



**ARTICLE XIX. PATENT RIGHTS AND COPYRIGHTS**

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how data, and findings, shall be made available without cost to the Sponsor and the State or its licensees and the Federal Aviation Administration. No material prepared in connection with this project will be subject to copyright. The Sponsor, the State and the Federal Aviation Administration will have the right to publish, distribute, disclose or otherwise use any material prepared under this project.

**ARTICLE XX. NEW YORK STATE PARTICIPATION**

The professional services performed under this Agreement may be included in a New York State Department of Transportation project, which is being undertaken and accomplished by the Sponsor and the State of New York, pursuant to which the State has agreed to pay a certain percentage of the allowable project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York, by the Agreement, make the State of New York a party to this Agreement.

**ARTICLE XXI. FEDERAL PARTICIPATION**

The Federal Aviation Administration is not a party to this Agreement although the professional services covered by this Agreement are to be financially aided in part by a Grant Agreement between the Sponsor and the Federal Aviation Administration as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The Sponsor and the Consultant hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement. The Consultant further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the Federal Aviation Administration to the Consultant. The Consultant and the Sponsor agree that properly authorized officials of the Federal Aviation Administration may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the Federal Aviation Administration.

**ARTICLE XXII. DISADVANTAGED BUSINESS ENTERPRISES**

Consistent with 49 CFR Part 26.13, the Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Sponsor deems appropriate.

As required under 49 CFR Part 26.29, the Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from Sponsor. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the

Sponsor. This clause applies to both DBE and nonDBE subcontractors. This clause applies to both DBE and nonDBE subcontractors.

#### **ARTICLE XXIII. MISCELLANEOUS**

- A. The Consultant, its agents and employees, shall comply with all applicable federal and state laws and rules and regulations and all applicable County of Onondaga and City of Syracuse local laws, ordinances, resolutions and rules and regulations pertaining to the fulfillment of obligations under this Agreement, including without limitation the applicable provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144, and the Consultant's completion and submission of all forms and information required thereunder, which requirements and forms are set forth in Exhibit "A" attached hereto and made a part of this Agreement.
- B. The Consultant agrees that he/she shall require all persons employed upon the work, including his/her Subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.
- C. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- D. By execution of this Agreement, the Consultant represents that he/she has not paid and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this Agreement.
- E. The Sponsor and the Consultant agree that all project documents requiring formal approval by a Federal agency will be submitted to the New York State Department of Transportation for their prior approval and forwarding to the Federal agency for its formal approval. The Sponsor and Consultant agree that approval of all project documents requires the complete, prior and simultaneous coordination with the Federal agency and New York State Department of Transportation.

#### **ARTICLE XXIV. SUBCONTRACTORS/SUBCONSULTANTS**

All subcontractors and subconsultants performing work on this project shall be approved in advance by the Executive Director and shall be bound by the same required contract provisions as the prime Consultant. All agreements between the prime Consultant and a subcontractor or subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the State and Federal Aviation Administration.

[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, each of the Sponsor and the Consultant has executed this Agreement as of the date and year first above written.

**SYRACUSE REGIONAL AIRPORT AUTHORITY**

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**[CONSULTANT]**

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Attachments:

Exhibit "A" – Requirements of New York State Executive Law  
Article 15-1A and 5 NYCRR Parts 142-144 and Required  
Forms and Information

**EXHIBIT "A"**

Requirements of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 and  
Required Forms and Information

(see attached)



## **M/WBE Utilization Goal Requirements For NYSDDED Contracts**

### **REQUIREMENTS AND PROCEDURES REGARDING BUSINESS PARTICIPATION OPPORTUNITIES FOR CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) ON NYS DEPARTMENT OF ECONOMIC DEVELOPMENT (NYSDDED) CONTRACTS**

#### **I. General Provisions**

- A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Economic Development (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Labor Law or other applicable federal, state or local laws.
- C. Failure to comply with the following requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.

#### **II. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the Letter of Intent to award Contract.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement (see Form 100 – Minority and Women-Owned Business Enterprises Equal Employment opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. Contractor will include the provisions of sections (a) through (c) of this subsection in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

#### C. Form 101 - Staffing Plan

To ensure compliance with the foregoing section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Form 102 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by the Contractor and any subcontractor performing work



on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or sub Contractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

### III. Contract Goals

- A. For purposes of this procurement, the Department hereby establishes a goal of 30%, consisting of 14% participation by MBEs and 16% participation by WBEs.
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in subsection "A", Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

[http://www.empire.state.ny.us/Small and Growing Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp).

- C. Pursuant to 5 NYCRR §142.8; Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

### IV. MWBE Utilization Plan

#### A. Form 103 – MWBE Utilization Plan.

1. Contractor is required to submit an MWBE Utilization Plan to the Department on "Form 103" with this bid/proposal or in the event such a plan was not submitted with a bid/proposal, prior to the execution of this Contract.
2. The Utilization Plan shall list the MWBEs Contractor intends to use to perform on the Contract and provide a description of the Contract scope of work which Contractor intends to structure to increase the participation by NYS Certified MWBEs on Contract pursuant to the prescribed Contract Goals set herein, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of the Contract which Contractor intends to be performed by NYS Certified MWBEs.
3. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and/or during the Contract term must be reported on a revised MWBE Utilization Plan and submitted to the Department for approval.

- B. The Department will review the MWBE Utilization Plan and issue to Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (1) the name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals and the reasons why it is not acceptable; (2) elements of the Contract scope of work which the Department has determined can be reasonably structured by Contractor to increase the likelihood of participation in the Contract by NYS Certified MWBEs; and (3) other information which the Department determines to be relevant to the MWBE Utilization Plan.
- C. In the event a notice of deficiency is issued Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the Department. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Contractor and direct Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on forms provided by the Department. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. The Department may disqualify Contractor as being non-responsive under the following circumstances:
  - 1. If Contractor fails to submit a MWBE Utilization Plan;
  - 2. If Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
  - 3. If Contractor fails to submit a request for waiver in the event of a deficiency within the utilization plan; or
  - 4. If the department determines that Contractor has failed to document good faith efforts to meet the contract goals prescribed in Article III.

## **V. Waivers**

- A. For Waiver Requests Contractor should use Form 104 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**



Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE 105) to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### VII. Administration Hearing on Disqualification

- A. If the Department disqualifies a bid based on deficiency in Contractor's utilization plan, Contractor shall be entitled to an administrative hearing, on the record, before the Department to review the determination of disqualification of the bid and determination of non-responsibility of the Contractor.
- B. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Executive Law Article 15-A, §313.

#### VIII. Complaints

- A. If the Department determines that the Contractor is not in compliance with the requirements found in Part 142 of the MWBE Regulations and the Department is unsuccessful in its efforts to resolve the matter and bring the Contractor into compliance with the requirements, the Department may file a complaint with the Director according to the provisions of Executive Law Article 15-A, §§ 313 & 316 or may assess liquidated damages pursuant to § 316-a.
- B. Subsequent to the award of this Contract, if Contractor submits a Request for Waiver of MWBE participation goals and the Department denies the request or fails to respond within twenty (20) days of receiving it, or if Contractor has received a written determination from the Department that Contractor has failed or refused to comply with the provisions of this Contract, Contractor may file a complaint with the Director in accordance with the provisions of Executive Law Article 15-A, §§ 313 & 316.
- C. The complaint must be filed within twenty (20) days of the Department's receipt of the Request for Waiver. If the Department fails to respond in that time, or within twenty (20) days of a notification that the request has been denied by the Department or within twenty (20) days of receipt of notification from the Department that the Contractor has failed or refused to comply with the goals:
  - 1. A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
  - 2. The party filing a complaint, whether the Contractor or the Department, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
  - 3. Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of

the Department and the Contractor, the complaint shall be referred to the Division's designated hearing officer. Upon conclusion of the administrative proceeding, the hearing officer will submit to the Director his or her final determination regarding the alleged violation of the Contract or refusal of the Department to grant a waiver request by the Contractor and his or her recommendations regarding the imposition of fines, sanctions or penalties.

4. The Director, within ten (10) days of receipt of the hearing officer's decision, will issue a final determination with regard to fines, sanctions or penalties and shall cause a copy of such determination to be served upon the contractor by personal service or by certified mail, return receipt requested.
5. The penalties imposed for any violation which is premised upon either a fraudulent or intentional misrepresentation by Contractor or Contractor's representative or the Contractor's willful and intentional disregard of the MWBE participation requirement included in this Contract may include a determination that Contractor shall be ineligible to submit a bid to any contracting agency or be awarded any such Contract for up to one year following the final determination.
6. If a Contractor has previously been debarred, the penalties imposed for any subsequent violations, if such violation occurs within five years of the first violation, may result in debarment for up to five (5) years after the final determination. Such information shall be posted on the Division's web site.
7. The determination of the Department or the Contractor to proceed with a complaint shall not preclude the Department, in its discretion, from pursuing any other remedies which it may have pursuant to law and Contract, including withholding from payments to the Contractor the estimated amount of the fines and penalties which may be imposed pursuant to this subsection.

#### IX. Liquidated Damages - MWBE Participation

- A. In lieu of the complaint procedures set forth in Article VIII of this Appendix, if the Department determines that Contractor is not in compliance with the requirements of this subsection and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES –  
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from NYSDSD and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ 20% Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:	<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor	
Offeror's Address:	Subcontractor's name _____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled		Veteran	
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)					
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal M/WBE 101 (Rev 11/08)

**General Instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/W/BE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the O/M/W/BE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



# WORK FORCE EMPLOYMENT UTILIZATION

Contract No.:		Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__	
Contractor's Name:					
Contractor's Address:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force			

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):		TELEPHONE NO.:		DATE:	
		EMAIL ADDRESS:			
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed form to:			
		NYS (add Agency name)			
		MMBE 102 (Revised 11/08)			

**General Instructions:** The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

**Instructions for completing:**

9. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
10. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
11. Check off the box that corresponds to the reporting period for this report.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading 'Work force by Gender'
15. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
16. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
- **OTHER CATEGORIES**
- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



# M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror's Name:**  
**Address:**  
**City, State, Zip Code:**  
**Telephone No.:**  
**Region/Location of Work:**

**Federal Identification No.:**  
**Solicitation No.:**  
**Project No.:**  
**M/WBE Goals in the Contract:** MBE      %      WBE      %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

<b>PREPARED BY (Signature):</b> <b>DATE:</b> <b>NAME AND TITLE OF PREPARER (Print or Type):</b> SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b> <b>REVIEWED BY:</b> <b>DATE:</b> <b>FOR M/WBE USE ONLY</b> <b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Date:</b> _____ <b>Contract No.:</b> _____ <b>Project No. (if applicable):</b> _____ <b>Contract Award Date:</b> _____ <b>Estimated Date of Completion:</b> _____ <b>Amount Obligated Under the Contract:</b> _____ <b>Description of Work:</b> _____ <b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Date:</b> _____ <b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Date:</b> _____
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M/WBE 103 (Revised 11/08)

# REQUEST FOR WAIVER FORM

## INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

Offeror/Contractor Name:		Federal Identification No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE Goals: MBE    %    WBE    %	
<p>By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</p>			
Contractor is requesting a:			
<p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____</p>			
PREPARED BY (Signature):		Date:	
<p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
<p>***** FOR M/WBE USE ONLY *****</p>			
REVIEWED BY:		DATE:	
<p>Waiver Granted: <input type="checkbox"/> YES    <input type="checkbox"/> MBE: <input type="checkbox"/>    <input type="checkbox"/> WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver    <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver    <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued _____</p>		<p>*Comments:</p>	
<p><b>Submit with the bid or proposal or if submitting after award submit to:</b></p> <p>New York State Department of Economic Development          Attn: Counsel's Office          625 Broadway, 8<sup>th</sup> floor          Albany, NY 12245</p>			
M/WBE 104			



## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note: Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by AGENCY, to determine M/WBE compliance.

# M/WBE Quarterly Report

of

NYS AGENCY Contract No. \_\_\_\_\_ Project No. \_\_\_\_\_

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the above referenced project.

Is this a final report? Check One  
Yes \_\_\_\_\_ No \_\_\_\_\_

Contractors Name and Address		Federal ID#	Goals/\$ Amt.		Contract Type		Reporting Period:			
			MBE % = _____ WBE % = _____				Paid to Contractor This Quarter _____ Total Paid to Contractor To Date _____			
		Project Completion Date	Work Location				1 <sup>st</sup> Quarter (4/1-6/30) _____ 3 <sup>rd</sup> Quarter (10/1-12/31) _____ 2 <sup>nd</sup> Quarter (7/1-9/30) _____ 4 <sup>th</sup> Quarter (1/1-3/31) _____			
M/WBE Subcontractor/Vendor	Product Code*	Work Status This Report	Total Subcontractor Contract Amount	MBE	WBE	Payments this Quarter	Previous Payments	Total Payment Made to Date		
Name: FED ID#		Active Inactive Complete								
Name: FED ID#		Active Inactive Complete								
Name: FED ID#		Active Inactive Complete								
Name: FED ID#		Active Inactive Complete								
Total										

Date \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

\*See Reverse Side for Product Codes



## PRODUCT KEY CODE

A	=	Agriculture/ Landscaping (e.g., all forms of landscaping services)
B	=	Mining (e.g., geological investigations)
C	=	Construction
C15	=	Building Construction – General Contractors
C16	=	Heavy Construction (e.g., highway, pipe laying)
C17	=	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	=	Manufacturing
E	=	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	=	Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)
G52	=	Construction Materials (e.g., lumber, paint, law supplies)
H	=	Financial, Insurance and Real Estate Services
I	=	Services
I73	=	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
181	=	Legal Services
182	=	Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
183	=	Social Services (Counselors, vocational training, child care)
187	=	Engineering, architectural, accounting, research, management and related services

## CONTRACTOR BID SOLICITATION LETTER

MBE/WBE  
Main Street  
Anywhere, New York 00000

Re: CONTRACT # \_\_\_\_\_  
COUNTY \_\_\_\_\_  
Project Title \_\_\_\_\_

Dear MBE/WBE:

We are the low bidder on Project/Contract # \_\_\_\_\_ which involves [type of contract(s)] \_\_\_\_\_ in the \_\_\_\_\_ of New York. We are currently soliciting bid quotations or proposals from NY State certified M/WBE firms for any tasks of the work contained in this contract. The specialty items contained include the following:

ITEM(S)	DESCRIPTION	QUANTITY	PROJECTED START DATE

The Work Plan and specifications are currently available at our office for your review. If you are interested in participation on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal (Attachment # 7) no later than thirty (30) days from the (due date) \_\_\_\_\_.

If you need additional information and assistance, or need to review the Work Plan and specifications, please contact (authorized representative) of our office at (telephone).

In the event that you cannot bid on this contract please complete the attached Minority/Women's Contractor Unavailability Certification Form (See Attachment # 8).

Thank you for your interest as we look forward to a successful project.

Sincerely,

New York State Department of Economic Development



# **M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE**

Recipient/Contractor: \_\_\_\_\_ Contract/Project No.: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Project/Contract # \_\_\_\_\_ Location of Work: \_\_\_\_\_

Dear Recipient/Contractor:

I, \_\_\_\_\_ intend to perform work for \_\_\_\_\_  
(Name of Subcontractor/Vendor's Firm) (Name of Consultant/Contractor)

located at \_\_\_\_\_ in connection with the above project. My Minority/Women  
Business Enterprise (M/WBE) status as a MBE ( ) and/or WBE ( ) is certified as of \_\_\_\_\_  
(Check all as applies) (cert. date)

\_\_\_\_\_ is prepared to do the following:  
(Name of Subcontractor/Vendor's Firm)

(Describe work to be performed on the above project)	Unit Price	Total Amount

You have projected \_\_\_\_\_ for such work to start.  
(Commencement Date)

\_\_\_\_\_ will sign a formal contract for the above work conditioned upon the  
(Name of Subcontractor/Vendor's Firm)

approval of your executed contract with the recipient/contractor.

**MBE: Subcontractor or Supplier (Please circle one)**

**WBE: Subcontractor or Supplier (Please circle one)**

Company Official's Name \_\_\_\_\_ Title: \_\_\_\_\_

Company Official's Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**Consultant/Contractor (Please circle one)**

Company Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_





## M/WBE CONTRACTOR UNAVAILABILITY CERTIFICATION

PROJECT/CONTRACT # \_\_\_\_\_

I, \_\_\_\_\_  
(Principal or Prime Consultant/Contractor)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Consultant's/Contractor's Firm)

\_\_\_\_\_  
(Address) (Telephone Number)

I certify that on (Date) \_\_\_\_\_ I contacted the following New York State Certified Minority/Women Business Enterprises by registered mail to obtain bids for work to be performed on the above-mentioned contract.

List of names of M/WBEs, and type of work that bids were requested

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was unavailable for work on this project, or unable to prepare a bid for the following reasons: Pease check appropriate reasons given by each MBE/WBE firm contacted above.)

\_\_\_\_\_ I did not have the capability to perform the work

\_\_\_\_\_ Contract too small

\_\_\_\_\_ Remote location

\_\_\_\_\_ Received solicitation notices too late

\_\_\_\_\_ Did not want to work for this contractor

\_\_\_\_\_ Other (give reason) \_\_\_\_\_

\_\_\_\_\_  
Signature of Prime Consultant/Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Appendix A

### **Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures**

Revised July 2015

#### **I. General Provisions**

- a. Syracuse Regional Airport Authority (SRAA) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State funded procurements and contracts with the following values:
  - 1) In excess of \$25,000 for labor, services, equipment, materials, or any combination
  - 2) In excess of \$100,000 for real property renovations and construction.
- b. All SRAA Contractors agree, in addition to any other nondiscrimination provision of the Contract and at no additional cost to SRAA, to fully comply and cooperate in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified Minority and Women-Owned Business Enterprises ("MWBE"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- c. Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- d. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII of this Appendix, or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- a. SRAA hereby establishes an overall goal of 30% for MWBE participation and requires its prime contractors to utilize Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) in the performance of the contract.
- b. Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (DMWBD) to discuss additional methods of maximizing participation by MWBEs on the Contract. DMWBD contact numbers: (518) 292-5250; (212) 803-2414; or (716) 846-8200).

- c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section



316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to SRAA for liquidated or other appropriate damages, as set forth herein.

### III. Equal Employment Opportunity (EEO)

#### Equal Employment Opportunity Policy Statement

- a. Contractor agrees to be bound by and comply with the provisions of Article 15-A
- b. Contractor and Subcontractors shall utilize Equal Employment Opportunity (EEO) programs to ensure that minority group members and women are afforded employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- c. The Contractor shall submit an EEO Policy Statement to SRAA within 10 (ten) business days after the notice of award by SRAA to the Contractor. Completed forms should be sent via email to [RyanI@syrairport.org](mailto:RyanI@syrairport.org). The Contract Management System (CMS) is the official record of system used for developing and tracking SRAA Contracts. **Please do not upload MWBE forms to the Contract Management System (CMS).**
- d. If Contractor or Subcontractor does not have an existing EEO Policy Statement or lacks an appropriate EEO Policy Statement as required pursuant to Article 15-A of the NYS Executive Law, SRAA may provide form OCSD-1 – MWBE – Equal Employment Opportunity Policy Statement as a model. The Contractor/Subcontractor has the option to use this form or create an appropriate EEO Policy Statement to be submitted to SRAA for approval.
- e. The Contractor's EEO Policy Statement shall include the following language:
  - i. The Contractor and/or Subcontractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - ii. The Contractor and/or Subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
  - iii. The Contractor and/or Subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other

agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- iv. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. The Contractor and/or Subcontractor will include the above-noted language provisions outlined in numbers i. through iv., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements in the language will be binding upon each subcontractor as to work in connection with the Contract.

#### IV. Project Staffing Plan Form

##### Project Staffing Plan Form

- a. To ensure compliance with the Equal Employment Opportunity (EEO) Section above, the Contractor shall submit a Project Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Completed forms should be sent via email to [Ryanl@syrairport.org](mailto:Ryanl@syrairport.org). **Please do not upload MWBE forms to CMS.**
- b. Once a contract has been awarded, and during the term of Contract, Contractor will, on a quarterly basis, submit to SRAA any modifications or changes to the Project Staffing Plan Form. The Contractor's Project Staffing Plan Form will only include workforce data for staff utilized on the prime contract, and should not include data on staff performing work under any subcontracts. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Project Staffing Form and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Project Staffing Form and indicate that the information provided is Contractor's total workforce during the subject timeframe, not limited to work specifically under the contract.

#### V. Subcontracting/Suppliers Utilization Form

##### Subcontracting/Suppliers Utilization Form

- a. The Contractor represents and warrants that Contractor will submit a Subcontracting/Supplier Utilization Form no later than 7 days after approval of the contract. Completed forms should be sent via email to [Ryanl@syrairport.org](mailto:Ryanl@syrairport.org). **Please do not upload MWBE forms to CMS.**
- b. If at the time of submission if appropriate New York State Certified MWBEs have not been identified, the Contractor should enter "to be determined" (TBD). Within 30 calendar days of the contract approval, the Contractor must identify appropriate New York State Certified firms to be utilized, and provide this information using the OCSD-4 Subcontracting/Suppliers Utilization Form.



- c. Contractor agrees to use such Subcontracting/Supplier Utilization Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II (a) of this Appendix.
- d. Contractor further agrees that failure to submit and/or use such Subcontracting/Suppliers Utilization Form may constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SRAA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## VI. M/WBE Subcontractors & Suppliers Notice of Intent to Participate Forms

### Subcontractors and Suppliers Notice of Intent to Participate Form

The Subcontractor and Suppliers Letter of Intent to Participate Form is to be completed by the proposed M/WBE Subcontractor/Supplier during the contract development stage. There should be one form for each of the NYS Certified M/WBE vendors you propose to utilize as subcontractors, service providers or suppliers on the Subcontracting/Suppliers Utilization Form. If the MBE or WBE proposed for a portion of this Contract is part of a joint venture or other temporarily- formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated. Completed forms should be sent via email to [Ryanl@syrairport.org](mailto:Ryanl@syrairport.org). **Please do not upload MWBE forms to CMS.**

## VII. Waivers

### M/WBE Request for Waiver Form

Waiver Requests are submitted only at the request of SRAA using the M/WBE Request for Waiver Form.

- a. If the Contractor, after making good faith efforts, is unable to comply with M/WBE goals, an M/WBE Request for Waiver Form may be submitted, under direction of SRAA, documenting any good faith efforts made to meet such goals. If the documentation included with the waiver request is complete, SRAA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- b. If SRAA, upon review of the Subcontracting/Suppliers Utilization Form and updated MWBE Quarterly Reports, determine that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, SRAA may issue a Notice of Deficiency to the Contractor. The Contractor must respond to the Notice of Deficiency within seven (7) business days of receipt. Such response may include a second request for partial or total waiver of MWBE Contract Goals with additional information/justification.
- c. Once SRAA has finalized its decision regarding the waiver request, the request, along with all accompanying documentation, will be forwarded to the Governor's Chief Diversity Office for final determination.

## VIII. M/WBE Quarterly Report

### M/WBE Quarterly Report Form

Contractor is required to submit an MWBE Quarterly Report to SRAA within 30 days following the end of each applicable reporting quarter over the term of the Contract, documenting the progress made towards achievement of the MWBE goals. Completed forms should be sent via email to [Ryanl@syrairport.org](mailto:Ryanl@syrairport.org). **Please do not upload MWBE forms to CMS.**

#### IX. Liquidated Damages - MWBE Participation

- a. Where SRAA determines that the Contractor is not in compliance with the requirements of the Contract concerning participation by minority and women-owned business enterprises, and that such failure to comply was willful and intentional, or that Contractor refused to comply with such requirements after being notified by SRAA of non-compliance with such requirements, Contractor shall be obligated to pay liquidated damages to SRAA.
- b. Such liquidated damages shall be calculated up to ~~the~~ amount equaling the difference between:
  - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the Contractor to pay liquidated damages and the identified sums of liquidated damages has not been withheld by the SRAA from any payments due to the Contractor, the Contractor shall pay such liquidated damages as have not been withheld to the SRAA within sixty (60) days after the Contractor is notified by the SRAA that the Contractor is required to pay such damages unless, prior to the end of the sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development (Director) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable within 30 days after issuance of Director's decision if the Director renders a decision in favor of the SRAA.



**APPENDIX A-1 – NON-COLLUSION CERTIFICATION**

By submission of this submittal, the Consultant and the individual signing on behalf of the Consultant certifies, under penalty of perjury, to the Syracuse Regional Airport Authority that, to the best of his/her knowledge and belief:

1. The prices in this submittal (if any) have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this submittal (if any) have not been knowingly disclosed by the Consultant, and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

**SIGN HERE** \_\_\_\_\_.

Signature of Consultant's Authorized Person

\_\_\_\_\_ Date

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Name of Consultant's Authorized Person

\_\_\_\_\_  
Title of Consultant's Authorized Person

**APPENDIX A - 2 – CONSULTANT'S ACKNOWLEDGEMENT FORM**

TO: Syracuse Regional Airport Authority  
Attn: Linda Ryan  
Syracuse Hancock International Airport  
1000 Col. Eileen Collins Boulevard  
Syracuse, New York 13212

The undersigned hereby declares that he/she/it is the only person interested in this submittal, that the submittal is in all respects fair and without collusion or fraud, and that no Board member of the Syracuse Regional Airport Authority or officer, staff or employee of the Syracuse Regional Airport Authority is directly or indirectly interested in this submittal, or in the services to which it relates or in any portion of the profits thereof.

The undersigned also declares he/she carefully examined the RFQ and the attachments and appendices attached hereto, and is willing and able to perform all the services and furnish all the materials called for by the RFQ, and the requirements set forth therein and in any agreement.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive proposal certification and proposal signature page set forth herein, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures or affirmations set forth therein are true and accurate.

The undersigned further declares that he/she understands and agrees that (i) an award is subject to all terms and conditions of this RFQ; (ii) the Authority may cancel the RFQ at any time; and (iii) that he/she are familiar with and are satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Independent Fee Estimate Services and that the Consultant has included the costs of compliance with said federal, state, and local laws and regulations.

The undersigned further declares that he/she is acting as the duly authorized representative of \_\_\_\_\_, the Consultant, and that he/she is submitting its response to this RFQ for Independent Fee Estimate Services at Syracuse Hancock International Airport.

The undersigned certifies that its fee in the submittal in response to this RFQ covers all services proposed and meets the requirements of this Request for Proposals.

By submitting a proposal under this RFQ, the undersigned certifies that at the time the Consultant submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

I further state and declare under the penalty of perjury that all information contained herein is complete and true.

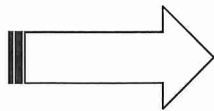
NEXT PAGE IS SIGNATURE PAGE



Independent Fee Estimate Services at Syracuse Hancock International

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Entity Making Proposal \_\_\_\_\_



SIGN HERE

Signature of Authorized Agent \_\_\_\_\_

Entity's Address \_\_\_\_\_

Print Name and Title of Authorized Person \_\_\_\_\_

Dated \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say: that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation/ general partnership/limited partnership/ limited liability company described in and which executed the above instrument; that he/she was authorized by the corporation/ general partnership/limited partnership/ limited liability company to execute the above instrument and by his/her signing the above instrument, \_\_\_\_\_ executed the instrument.

\_\_\_\_\_  
Notary Public

**APPENDIX A - 3 – PROCUREMENT LOBBYING FORM**

1. Consultant/Offerer certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).
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**Contractor DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**  
Pursuant to Procurement Lobbying Law (SFL §139-j)

2. Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract in the previous four years?

\_\_\_\_\_ Yes ☒ \_\_\_\_\_ No

**If “Yes” to the above question, please answer the following question: (Make Notations Clear)**

- (a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

\_\_\_\_\_ Yes ☒ \_\_\_\_\_ No

- (b) If “Yes”, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

\_\_\_\_\_ Yes ☒ \_\_\_\_\_ No

**If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:**

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

\_\_\_\_\_  
\_\_\_\_\_

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

\_\_\_\_\_ Yes ☒ \_\_\_\_\_ No

**If “Yes” to the above question, provide details:**

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_

4. Consultant/Offerer certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true and accurate.
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**Name of Consultant/Offerer:** \_\_\_\_\_

**Consultant's/Offerer's Business Address:** \_\_\_\_\_

**Consultant's/Offerer's  
signature:**

**Date:**

\_\_\_\_\_  
*I understand that my signature represents that I am  
signing and responding to all certifications/questions  
listed above*

**Print  
Name:**

**Title of Person signing this  
form:**

