



REQUEST FOR PROPOSALS

Parking Management Services at the Syracuse Hancock International Airport

RFP REFERENCE #2020-05

Issued: July 27, 2020

Submission Deadline: August 24, 2020, by 2:00 PM ET

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it 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 RFP Sections 1.16 and 1.17, **Attachment 1** Procurement Lobbying Form, and <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

Designated Contact for this Procurement:

Linda Ryan, Aviation Contracting Officer

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

rvanl@syraairport.org

**REQUEST FOR PROPOSALS
ON THE BEHALF OF
SYRACUSE REGIONAL AIRPORT AUTHORITY**

**Parking Management Services at the
Syracuse Hancock International Airport**

**ALL PROPOSALS MUST BE RECEIVED PRIOR TO 2:00 PM
on**

AUGUST 24, 2020

At the Offices of:

**SYRACUSE REGIONAL AIRPORT AUTHORITY
ATTN: LINDA RYAN
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 PROPOSALS. ONE (1)
ORIGINAL AND EIGHT (8) COPIES OF YOUR PROPOSAL, WITH A COPY OF
YOUR PROPOSAL IN PDF FORMAT ON A FLASH DRIVE, ARE REQUIRED.**

SPECIAL NOTE:

**PROPOSAL PACKAGES MUST BE SEALED AND CLEARLY MARKED ON THE
EXTERIOR SHOWING THE PROPOSAL NAME AND REFERENCE NUMBER AS LISTED
IN THIS SOLICITATION.**

**PLEASE PRINT THE WORDS “ORIGINAL” ON YOUR ORIGINAL COPY WITH
“RFP REFERENCE #2020-05”**

1. GENERAL INFORMATION

1. Syracuse Regional Airport Authority:

The Syracuse Regional Airport Authority (“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 the operator of the Syracuse Hancock International Airport (“Airport” or “SYR”) and is governed by a Board that 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) rotating seat.

1.2 Intent and Purpose of this RFP:

The Authority is soliciting proposals for Parking Management Services at the Syracuse Hancock International Airport from interested parties that meet the minimum criteria set forth in this Request for Proposals (“RFP”). It is the intent of the Authority to award a single contract to provide Parking Management Services to customers of the Airport. The initial term of the Parking Management Contract shall be five (5) years. One month beginning on October 1, 2020, will be allowed for the Parking Management Company to transition from the current company, after which the Parking Management Company will have a five-year operating term, which shall begin on or about November 1, 2020 and terminate at 11:59 pm on October 31, 2025.

1.3 Key Dates in the RFP Schedule:

It is anticipated that a contract will be awarded in response to this Request for Proposals (“RFP”) based on the following schedule:

Table 1: Key Dates in the RFP Schedule

Date	Event
Monday, July 27, 2020	Issuance of Request for Proposals
Tuesday, August 11, 2020 at 10:00 AM	Mandatory Pre-Proposal Conference*
Friday, August 14, 2020 by 4:00 PM	Respondents Questions Due
Tuesday, August 18, 2020 4:00 PM ET	Final Response to Respondent’s Questions
Monday, August 24, 2020 2:00 PM ET	Proposal Submission Deadline
August 24 – Sept. 4, 2020	Proposal Evaluation Period and Respondent Interviews (If Applicable)
On or about September 15, 2020	Award of Contract by the Authority
No later than September 30, 2020	Execution/Entering into Contract

Please note: The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will post the change(s) on the Syracuse Regional Airport Authority’s website, (<http://www.syrsgaa.com/bids-rfp-rfq/>).

***If you plan on submitting a response to this RFP but can’t attend the pre-bid meeting due to COVID-19, please e-mail the contact above and we will make arrangements to accommodate you via web-ex; phone; or an alternate method.**

2.0 MINIMUM QUALIFICATIONS

In order to be considered for evaluation/selection, a Respondent must attest—using **Attachment 2 Verification of Minimum Qualifications**—that they meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of a proposal as non-responsive.

2.1 Qualification Requirements:

Any Respondent (or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least 40% interest in the joint venture) must meet all the following eligibility criteria for the Parking Management Services Proposal:

- The Proposer must have been in continuous existence in the commercial parking/management business for at least the last 5 years; and
- The Proposer must have performed similar services for at least three (3) airports or public entities larger or comparable in size to the Airport within the last three (3) years; and
- The Proposer must demonstrate to the satisfaction of the Authority that it has the financial resources to finance, develop, and operate a Parking Management program as contained in this Proposal.
- The Proposer must have a demonstrated track record of performing Parking Management Services.
- The Proposer must be in good standing with the SRAA.

3.0 PROJECT BACKGROUND AND DESCRIPTION

3.1 Background Information:

Syracuse Hancock International Airport is the premier airport for the Central New York Region and beyond. The centrally located SYR Airport is geographical connected to New York State's highway, thruway, and interstate systems allowing for easy access for travelers coming from all parts of New York State. There are over 1.4 million people in the 12-county region surrounding the Airport. SYR's catchment area captures even more passengers from across the state including the Southern Tier Region, the Finger Lakes region, the Mohawk Valley region, and the North Country region. With our close proximity to the Canadian border, approximately 2% - 4% of our passengers originate from Canada.

The economy of Central New York has matured from legacy manufacturing to business sectors based on education, innovation, and technology. During the past decade, Central New York has flourished due to private sector employment growth as well as facility and technology investment. Central New York is home for growing technological sectors including the 50-mile-long drone testing corridor, cybersecurity, digital marketing, smart city technologies, and various technological start-ups.

A major driver of Central New York's economy is the many higher education institutions that are located in the region. Central New York State has 33 institutions of higher education, the third highest concentration in the United States (after the Boston and San Francisco Bay

areas). These institutions accommodate over 177,000 students and employ 65,000 people in the 12-county region surrounding the Airport.

The Airport is served by six airlines with non-stop services to 24 destinations. Since 2018, and prior to the COVID-19 pandemic, the Airport saw an upward trend in total passenger traffic with an increase of 24% in the two years from 2017 - 2019. In 2019, the Airport served close to 2.6 million total passengers.

Indications of significant regional change are occurring in the Central NY region which will have an impact on the Syracuse Hancock International Airport. Announcements of business start-ups and relocations, expanding medical and educational institutions, and increases in aviation demand in general are affecting local dynamics. Local agencies are predicting considerable growth and Airport activity metrics are already showing indications of this growth. Typical indicators such as annual enplanements, annual operations, cargo tonnage, and parking transactions are all increasing. Examples of this growth/change include the recent inauguration of service by Frontier Airlines along with increased passenger operations from existing air carriers. In August 2019, the Airport experienced the busiest month the Airport has seen in almost three decades with an excess of 250,000 passengers transiting the Airport and representing a 13.3% increase in passenger activity over August 2018. While many factors have contributed to the robust augmentation of passenger traffic, the bulk of passenger growth stems from the Airport's airline partners using larger aircraft with more seats on their routes.

Ground transportation operations and facilities need to adapt to accommodate the various capacity/logistical issues associated with traditional and TNC staging areas, public parking, employee parking, and rental car activity growth.

Particularly, in the near future, the existing 37-year-old passenger parking garage in front of the current terminal facility will need replacement. On more than one occasion, SYR has exceeded our parking capacity. The Airport is looking to replace and/or expand the current parking structure within the next 3 - 5 years.

4.0 DESCRIPTION OF PARKING MANAGEMENT SERVICES

The Authority is seeking a Parking Management Company to handle the operation, management, and maintenance of all parking facilities at the Airport, which currently includes a parking garage of approximately 3,100 revenue producing spaces (the "Parking Garage"), an adjacent open parking lot with approximately 1,230 revenue producing spaces (the "Open Lot"), an overflow parking lot containing approximately 790 parking spots (the "Overflow Lot"), which is used several times a year to accommodate overflow parking, and an Airport employee lot having approximately 450 parking spots (the "Employee Lot"), that provides some fixed-rate revenue spaces.

Of the approximately 3,100 revenue producing spaces within the parking garage, approximately 450 spaces are ready-return parking spaces, i.e., spaces that are leased directly by the Authority to the car rental companies operating at the Airport.

In addition to the base proposal and additional functionality submitted by the Proposer, all responses should contain Proposals with a revenue control system for the Overflow Parking Lot.

The purpose of the Parking Management RFP is to provide first class parking and vehicle access to the traveling public and other users of the Airport. The Authority has established the following objectives for the Parking Management Proposal, listed in no particular order:

- To provide superior customer service to the traveling public.
- To provide a seamless provision of amenities during the parking garage transition/construction.
- To maintain a “clean and fresh-look” throughout the term of the Parking Management Contract.
- To maximize non-aeronautical revenue to the Airport.

4.1 Parking Gross Revenues for the Syracuse Airport:

Table 2: Gross Parking Revenues for the Syracuse Airport

Year	Gross Revenue
2016	\$9,926,000
2017	\$10,118,194
2018	\$10,418,284
2019	\$11,710,600

4.2 Current Parking Charges at SYR:

Table 3: Current Parking Charges for the Syracuse Airport

Area	Amount
Garage (max per day)	\$14
Open Lot (max per day)	\$12
Employee Garage Parking (per month)	\$85
Tenant Parking (per month)	\$100

4.3 Improvements to Parking Facilities:

During the term of the proposed parking management agreement, parking facilities are expected to be rehabilitated and/or reorganized. Improvements may be completed in stages or throughout the term of the contract. Proposed short-term upgrades are expected to take place during the first half of the contract term. Some potential projects have been identified as: updated signage and wayfinding, rehabilitation of the open parking lot pavement, and parking spot reallocation to include short-term and long-term parking spaces.

Identified long-range improvements for the parking facilities include the development of a consolidated rental car facility and the relocation of the ready/return parking lot. Currently, a new parking garage facility vs. a parking garage rehabilitation are being evaluated and contemplated.

During parking garage and lot improvement projects, the Parking Manager shall be required to assist in the relocation and redirection of vehicles and maintain the daily operation of the public parking garage, open lot, and the overflow lot, as well as provide other assistance as required.

Accordingly, proposers are asked to provide any information which demonstrates the Proposer's experience and ability to institute a program or approach to address the relocation and redirection of vehicles, while simultaneously maintaining the daily parking operation.

Please provide a brief description of such a successful operation undertaken by Proposer and cite at least one or more airports where Proposer has performed such services. Please include an airport employee contact name, title, and telephone number who can attest to Proposer's operation.

5.0 SCOPE OF SERVICES REQUIRED

The following project description describes the services that the Authority requires to effectively service the parking facility management and maintenance needs of the Authority and the traveling public, visitors, and guests using the Airport. This list is only preliminary, and the Proposer's bid should fully describe services proposed to provide so that the required services can be performed and administered in a competent and professional manner. The Authority recommends that the Proposer provide the services contained in the Parking Management Fee Schedule found in Section 6.0 of this Request for Proposal.

5.1 Parking Premises to be Addressed in Proposals:

The space available for parking activity and parking management services, under this award includes the following:

- **Area 1: Parking Garage:** The Parking Garage is located directly across from the Airport Terminal Building located on Eileen Collins Boulevard and contains four floors of revenue producing parking spaces, totaling approximately 3,100 (See attached Exhibits 1-5):

Floor 1: 680 (approx.) revenue producing parking spaces

Floor 2: 835 (approx.) revenue producing parking spaces

Floor 3: 835 (approx.) revenue producing parking spaces

Floor 4: 750 (approx.) revenue producing parking spaces

- **Area 2: Open Lot:** The Open Lot is an uncovered lot directly west of the Parking Garage and contains approximately 1,230 revenue producing parking spaces available by direct entry or through the Parking Garage.
- **Area 3: Overflow Lot:** The Overflow Lot is a parking lot northwest of the Airport Terminal Building that contains approximately 790 parking spaces.
- **Area 4: Employee Lot:** The Employee Lot is a gated lot within walking distance of the Airport Terminal Building located on Airport Road, southwest of the Airport Terminal Building and directly west of the Aircraft Rescue Fire Fighting building. The Employee Lot contains approximately 450 spaces, of which approximately 155 are revenue producing.

The Parking Garage, Open Lot, Overflow Lot, and Employee Lot include a total of 5,121 parking spaces.

5.2 Capital Investment:

There is no capital investment requirement within this Request for Proposals.

5.3 Sanitation and Refuse Removal:

The successful Proposer will be required to comply with all sanitation requirements, including those provisions relating to pest control. The successful Proposer will be responsible for routinely removing refuse from the premises using covered, leak-proof receptacles and conveyances and delivering such refuse to the proper containers. The successful Proposer shall provide garbage, trash, and recycling units at its expense at locations as designated by the Authority.

5.4 Hours of Operation:

The Proposer should understand that the premises shall be open 24 hours per day, seven days per week, including local, state, and Federal holidays. At no time shall the Premises be left unattended or temporarily closed while employees go on break or for other such reasons.

5.5 Rates and Charges:

The rates charged for all parking services shall be established by the Syracuse Regional Airport Authority. See current rates and charges in Table 3 above.

5.6 Employee Parking:

Authorization for employee parking in the Employee Lot is managed by the Syracuse Regional Airport Authority. The employee lot is located within walking distance to the terminal building and provides free parking to all employees based at the Airport.

6.0 PARKING MANAGEMENT FEE

In consideration of the requirements herein, the Proposer shall submit its proposed Parking Management fee in the form of a percentage of gross revenues realized by the collection of parking revenue at the Airport on an annual basis. SRAA anticipates proposals with Parking Management Fees to be within a range of seven percent (7%) to eleven percent (11%) per annum. In the event the Proposer's Parking Management fee proposal is twelve percent (12%) or greater for any year within the anticipated term of the contract, please provide additional detail pertaining to the reasoning for such deviation within the RFP response. The Parking Management Fee proposed on **Attachment 5** shall be inclusive of all items as described below:

General:

- A. The Parking Manager will collect all parking revenue on behalf of the Authority.
- B. The Parking Manager is responsible for remitting any applicable state and local sales tax directly to the appropriate governmental entity in a timely manner.
- C. Within five (5) business days of the end of each month, the Parking Manager will remit to the Authority the Gross Receipts for the month, net of applicable state and local sales tax.
 - a. With the remittance, the Parking Manager will provide a report showing daily revenue by location and by time frame. This report is subject to audit by the Authority.
 - b. No later than the 15th of the month, the Authority will remit to the Parking Manger its fee for the preceding month.
- D. On an annual basis, the Parking Manager will submit to the Authority an independent third-party financial audit. The Parking Manager will also provide any other relevant reports requested by the Authority as well as access to information, as needed.
- E. On a monthly basis, the Parking Manager will attend a meeting with assigned representatives of SRAA.
- F. On a daily basis, the Parking Manager will collect and return luggage carts from the Parking Garage, Open Lot, Overflow Lot and the pre-security areas

of the Airport to one of the three corrals in the Airport terminal. The Parking Manager shall also be responsible for removing the cash from the three (3) cash machines, and re-filling the machines with single \$1.00 coins as needed. **NOTE:** The Airport owns the luggage carts and provides them for use by Airport patrons free of charge. Operationally, the Airport patron inserts the equivalent of \$1.00 to obtain the luggage cart, and when the cart is returned, the patron receives a single \$1.00 coin in return. The coins deposited by patrons must be emptied and the single \$1.00 coins must be re-supplied by Parking Manager on a daily basis. There is no revenue generation from this operation.

- G. The Parking Manager will employ a full-time General Manager, stationed at the Syracuse Airport to oversee the parking operation. This employee must have a solid understanding of the parking management contract, the facilities he/she is overseeing, as well as the contractual duties and obligation required of the Parking Manager.
- H. Also, there shall be an employee of the Parking Management Team, with supervisory responsibility, on-call 24 hours per day, seven days per week.
- I. In addition, all of the requirements in Exhibit 6, attached and incorporated hereto are required to be performed by Parking Manager and included within the Proposer's calculation determining its Management Fee proposal.

6.1 Additional Functionality:

The Authority is particularly interested in proposals which provide for operational flexibility and additional functionality should the need arise. Respondents are requested to indicate if they are willing and able to provide the tasks or services listed in the chart below in consideration of additional payment above and beyond the annual Parking Management Fee. The Proposer should indicate their response by providing a single "X" in the appropriate column within each row. For any rows that a response is not received, SRAA will assume the Respondent is unable or unwilling to provide the respective task or service. The Proposer is requested to provide additional details on separate pages for all of the line items which Proposer affirms to provide, inclusive of experience relating to the service, description, or approach to providing the service, an airport contact(s) at airports where Proposer has provided such service, additional employees or subcontractors required to perform the service, and the payment and rate structure anticipated. Evaluation credit within this section will be based upon:

- 1) affirmative responses within the chart, AND;
- 2) the qualitative strength of the accompanying documentation.

Table 4: Additional Parking Functionality

Topic		Proposer's Response		
		Have current capacity to meet requirement and is willing to perform	Is willing and able to perform by increasing or contracting additional capacity	Is not able or willing to perform
Capital Expenditure				
	1. Installation of a comprehensive new revenue control system			
Additional Services				
	1. Valet Service			
	2. Shuttle service (when necessary) to and from the Open and Overflow and temporary lots.			
	3. The development of web-based applications which allow some combination of the following: real-time reporting system that shows Airport Parking Lot users any and all parking lot availability based on specific percentages of vacancy within all Airport Parking lots; information regarding the availability of specific parking spaces located closest to the Airport Terminal Building ("Premium Spaces"); a system that allows Airport users to reserve Premium Spaces; a system that allows users to pay for parking and exit the facility using a "smartphone" application.			

Proposer is encouraged to propose additional services that it has the capability to provide, either as a part of the Parking Management Fee in Section 6.0 herein, OR, as a service for additional payment. SRAA is especially interested in technological advances within the Parking Management industry which the Proposer is aware, but may not be included within this Request for Proposal. Proposer is requested to propose such additional services at their discretion within their response. Please include a general description and Proposer’s approach to providing such service(s), additional employees or subcontractors required to perform the service, the payment and rate structure anticipated, and if applicable an airport contact at an airport where proposer has provided such service.

7.0 INSURANCE REQUIREMENTS

The Proposer who is awarded the contract to provide Parking Management services (i.e., the “successful respondent”) shall be required to purchase at its own cost and expense and maintain at all times the following insurance coverages:

A. Commercial General Liability

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/organization
General Aggregate	\$2,000,000 applicable on a per location basis

B. Business Automobile Liability

Combined Single Limit for Bodily and Property Damage Applicable to All Owned, Non-Owned, and Hired Autos	\$1,000,000 Each Accident
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C. Excess “Umbrella” Liability

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 location basis

D. Worker’s Compensation and Employer’s Liability

Statutory Workers Compensation coverage
Employers Liability Insurance with limits of at least

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Employee
- \$500,000 Bodily Injury by Disease – Policy Limit

E. Garagekeepers Legal Liability

Written on a direct primary basis with minimum limits as follows:

Comprehensive Coverage	\$1,000,000 each occurrence
Collision Coverage	\$1,000,000 each occurrence

- F. Syracuse Regional Airport Authority and the City of Syracuse, and their respective officers, employees, and agents shall be named as Additional Insureds including Completed Operations on a primary and non-contributory basis under the policies for General Liability coverage and Excess “Umbrella” Liability coverage.
- G. The policies may contain no exclusions for and provide all coverage required relating to NY Workers Compensation and Labor Laws.
- H. All policies must include Waiver of Subrogation endorsements in favor of all Insureds.
- I. The insurance carriers providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than “A- XV” by the most recent Best’s Key Rating Guide or Best’s Agent’s Guide, unless otherwise agreed to by the Owner.
- J. All policies shall be endorsed to provide 30-day prior written notice of cancellation or non-renewal (except 10 days for non-payment of premium).
- K. The contractor shall deliver prior to commencement of the Work, Certificates of Insurance (including copies of the Additional Insured, Waiver of Subrogation, and Notice of Cancellation endorsements) acceptable to Owner certifying that policies of insurance for the required coverages have been issued and are in effect. Upon expiration or cancellation of any policy during the period that the coverages under such policy are required to be maintained, the Contractor immediately shall deliver to the Owner a Certificate of Insurance evidencing proper renewal or replacement of the policy.

8.0 ACDBE GOAL

8.1 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Requirements:

The requirements of 49 CFR Part 23 apply to this Agreement. It is the policy of the SRAA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Agreement. In the performance of its duties under this Agreement, Lessee shall create a level playing field at the Airport on which ACDBEs can 1) compete fairly for opportunities for concessions; 2) help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport; and 3) provide for participation by certified Airport Concessions Disadvantaged Business Enterprises in the operation of the Premises as required by the ACDBE Regulations. Compliance with the ACDBE Regulations shall be determined by the SRAA. In addition, Lessee shall take any necessary and reasonable steps, in accordance with the ACDBE Regulations to ensure that ACDBEs have an equal opportunity to compete for and perform contracts, and Lessee shall include the provisions required by this Section 7.13 and

Article XVIII in every contract entered into in connection with the construction and operation of the Premises, so that such provisions will be binding upon each Subtenant/Affiliate, subcontractor, supplier, or service company. In the event of the Lessee's, Subtenant's or Affiliate's noncompliance with the ACDBE provisions of this Agreement, the SRAA may impose such sanctions as it may determine to be reasonably appropriate, including, but not limited to cancellation, termination, or suspension of the Agreement, in whole or in part.

The Proposer agrees that throughout the Term of this Agreement, they shall at all times be, and shall remain, in full and complete compliance with all applicable Federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances, and directives of any kind or nature without limitation, as now or hereafter amended, including but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

The Syracuse Regional Airport Authority's ACDBE current overall goal is 2.68%, which is valid through Fiscal Year 2021. At that time, a new ACDBE goal will be established. Proposer should make every effort to not only meet but exceed this goal. As a requirement of this Proposal, Proposer must fill out **Attachment 6**. As a contract requirement, ACDBE participation reports must be turned in every year by February 15th.

8.2 Title VI Solicitation Notice:

The Syracuse Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that in any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit statements of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

9.0 NOTICE TO PROPOSERS

9.1 Amendment or Termination of RFP:

RFP Cancellation/Postponement: The Syracuse Regional Airport Authority reserves the right to cancel or postpone this Request for Proposals (RFP) at any time without penalty.

The Syracuse Regional Airport Authority reserves the right to terminate the contract awarded to the successful Proposer, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the successful Proposer.

9.2 Non-responsive Proposals:

The Syracuse Regional Airport Authority reserves the right to reject any and all Proposals not deemed in the best interest of the Authority and to reject as non-responsive such Proposals, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced Proposals.

9.3 Questions or Requests for Information or Clarification:

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the RFP page and section, no later than **4:00PM ET on Friday, August 14, 2020** to ryanl@syrairport.org

Questions will not be accepted orally, and any question received after the deadline may not be answered. A list of questions, clarification, official responses, amendments, etc. will all be posted on the Syracuse Regional Airport Authority's website, at <http://www.syrtraa.com/bids-rfp-rfq/> by **4:00 PM ET on Tuesday, August 18, 2020**. The Authority is not responsible for a Proposer's failure to view the list of questions/requests for information or clarification and the official responses provided by the Authority on the website. No allowance will be made for a Proposer that submitted a Proposal that is not in compliance with the RFP requirements due to the Proposer's aforementioned failure to review the list of questions/requests for information or clarification and the official responses.

9.4 Amendments and Addenda:

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

Further, if a Proposer discovers any conflict, discrepancy, omission or other error in this RFP, the Proposer shall immediately notify the contact person, Linda Ryan, of such error and request modification to the document. The Authority shall make RFP modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any particular Proposer.

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

All RFP addenda will be posted to the Authority's website at www.syrtraa.com/bids-rfp-rfq/. The Authority is not responsible for a Proposer's failure to receive addenda, and no allowance will be made for a Proposer that submitted a Proposal that is not in compliance with the RFP requirements due to the Proposer's aforementioned failure to receive addenda. At this time, there are no designated dates for release of addenda. Therefore, interested Proposers should check the Authority's website daily from time of RFP issuance through the deadline for submission of Proposals. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this RFP.

9.5 Mandatory Pre-Proposal Meeting:

The Authority will hold a mandatory pre-proposal meeting to review the RFP at **10:00 AM ET on Tuesday, August 11, 2020** in the Board Room at the Airport. Attendance is required to

respond to this RFP*. Authority representatives will be available to answer questions at that time. The Authority disclaims any and all responsibility for injury to the Proposer, their agents, or to others while examining the Airport facilities or at any other time. By submitting a Proposal to the Authority in response to this RFP, each Proposer agrees and represents that the Proposer has all information necessary for the Proposer to complete and submit its Proposal 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 Proposer's Proposal to the Authority. Proposer will bear any and all travel and other costs and expenses related to their attendance at the pre-proposal meeting. Use of electronic devices such as recording devices and video cameras is strictly prohibited at all times during the pre-proposal meeting.

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

***If you plan on submitting a response to this RFP, but can't attend the pre-bid meeting due to COVID-19, please e-mail rvanl@syrairport.org and the SRAA will make arrangements to accommodate you via web-ex, phone, or an alternate meeting method.**

9.6 Restriction of Communications:

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee, or representative other than designated personnel from the date this RFP is issued until the contract has 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 rvanl@syrairport.org.**

Please indicate RFP Reference # 2020-05 in Subject Line.

10. SUBMISSION

One bound original and eight (8) bound copies of the Proposer's submittal, including all required forms attached to this RFP, shall be submitted in response to this RFP. A Flash Drive containing the proposal and all required forms in PDF format shall also be submitted. The original proposal shall be signed by an authorized representative of the Company and notarized. Each copy shall be clearly labeled with the name of the Company and the date. Each copy must contain the required information for the Company. Proposers should make sure that their submittals are in compliance with all the requirements of this RFP. Failure to do so may result in disqualification.

Proposers should also be willing and able to provide additional information that may be required. In addition, interviews may be requested. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. Proposers shall not submit proprietary or confidential business information unless they believe such information is critical to their proposals 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.

10.1 Submission Due Date:

Proposals must be delivered no later than **2:00 PM ET on Monday, August 24, 2020** to:

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

Proposals received after that date and time will not be considered.

10.2 Notice to Proposer Regarding 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 Proposer.

10.3 Award:

The Syracuse Regional Airport Authority may award the contract, following the required approvals, if it determines such contract is in the best interest of the Syracuse Regional Airport Authority.

10.4 Exceptions:

Any and all exceptions to this RFP must be clearly and completely indicated in proposals submitted. **Please be advised that any exceptions to the requirements in this RFP may be cause for a Respondent's proposal to be disqualified.**

10.5 Proposal Costs:

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

11. PROPOSAL REQUIREMENTS

The Proposer should submit a Proposal that clearly and concisely provides all the information required, upon which the Authority will base its evaluation. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Respondent is advised to thoroughly read and follow all instructions contained in this RFP.

11.1 Content of Proposal:

The Proposer's Proposal should contain the following content and information:

11.2 Preliminary Pages:

A. Cover Letter

B. Table of Contents

11.3 Firm Qualifications and Project Staffing:

A. Background of Firm:

Provide contact information for this proposal, a brief description of the firm and its history, a list of personnel and a list of specific areas/services of expertise, professional licenses and/or certifications in the subject scope of work.

B. Client References:

Responding Proposers must provide three airport parking management operations references. Information should include: name/location, type of operation, annual gross revenue, and annual MAG/rent/fees paid to the airport. Provide references names, titles, e-mail, addresses, and telephone numbers of contact person for each airport identified and described above. References will not be considered unless complete reference data is provided.

Provide at least three (3) references for similar services rendered. Include scope, client longevity, and specific service descriptions. Provide the name, phone number, and email address of the responsible owner's representative you worked with.

11.4 Project Approach and Deliverables:

- A. Description of your recommended goals for SYR's Parking Management needs and how your company can achieve the recommended goals.
- B. Description of how your company will handle parking during a major garage renovation or tear down.
- C. A description of the Proposer's approach to ensuring excellent customer service.
- D. Description of the state-of-the-art technology your company will provide to the SYR Airport.
- E. Description of how you track/comply with Daily, Monthly, Quarterly, and Yearly Maintenance Tasks.

- F. Identify the Project Manager (or equivalent title) who will be in overall charge of this project and who will represent the firm to the Airport Designee. Description of how you will keep open lines of communication with the Authority. Name staff resources, including an organizational chart, with identification of principals and key personnel, who will work on this project. Include the experience and expertise of staff as well as the role and responsibilities that each staff member will have.
- G. Include an explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If no such termination occurred for default, declare it. The Airport will evaluate the facts, and may, at its sole discretion, reject the Proposer's proposal.
- H. Include a complete list and description of all business-related lawsuits and litigation (including bankruptcy petitions) claims, arbitrations, and administrative hearings; negligence; and errors and omissions during the past five years.

11.5 Fee:

The Proposer must certify in the Proposal that its fee covers all services and products proposed and meets the requirements of this RFP. Proposals with fee formats different than the format indicated in this section will not be considered for evaluation. The rates included in the Proposal should be the Proposer's lowest discounted governmental rates.

11.6 Proposal Elements:

Due to the nature of this RFP, it is requested that each Proposal be brief and to the point and consists of no more than 30 pages. The attachments are not considered to be a part of the 30 pages.

11.7 Performance Bond:

Proposers shall maintain and deliver to the SRAA upon the Commencement Date at the latest, an initial irrevocable letter of credit or performance bond in favor of the SRAA in the amount of \$1,500,000.00 in form acceptable to the SRAA, and issued by a bank or surety acceptable to the SRAA, to ensure the Parking Manager's performance under this Agreement. The SRAA may draw on the letter of credit or bond in whole or in part, from time to time, if there is an Event of Default hereunder. A letter of credit or annually renewable bond shall be maintained throughout the Agreement Term and after the expiration of the Agreement Term until a final audit and reconciliation of amounts due is received by the SRAA. If the letter of credit or bond is issued for a period of less than the full Agreement Term, Manager shall provide a renewal or replacement instrument for the period following the expiration at least sixty (60) days prior to the date on which such letter of credit or bond expires.

11.8 Attachments:

- A. Procurement Lobbying Form (Attachment 1)
- B. Verification of Minimum Qualifications (Attachment 2)
- C. Non-Collusive Proposal Certification (Attachment 3)
- D. Proposal Letter (Attachment 4)
- E. Proposed Management Fee (Attachment 5)
- F. ACDBE Form A, B, C2 & C3 (Attachment 6)

12. MINIMUM INVESTMENT

12.1 Requirements Capital Investment:

A. Commitment

Parking facilities at the Airport will be subject to intensive use every day of every year of the term. Therefore, the Authority desires that facilities be not only attractive and functional, but also capable of handling the continual use by passengers and their vehicles. Throughout the agreement, the Parking Manager is required to conduct routine inspections, specified in **Exhibit 6**.

B. Administrative Fees for Non-Performance

The overall goal of this RFP is to provide the best quality and service within the Airport's parking areas. The Authority hopes to establish a strong and effective day-to-day working relationship with the Parking Manager that will result in mutual success. To that end, administrative fees may be assessed for reasons that may include: failure to maintain required hours of operation; failure to maintain standards of cleanliness; and other failures to meet the standards.

Administrative fees will be assessed by the Authority's Executive Director upon determination that the Parking Manager has failed to maintain the standards established in the RFP. Administrative fees will be levied in writing addressed to the Parking Manager's on-site General Manager with a copy to the corporate representative designated to receive communications.

The Authority views the assessment of administrative fees for operational failures as a necessary means of maintaining the Parking Manager's focus on matters deemed important by the Authority and to ensure that good communications are maintained throughout the term. Other remedies could be applied should the levying of administrative fees fail to remedy non-performance including electing to declare an event of default and termination of the agreement. The amount of fees shall be no more than the cost the Parking Manager or Authority would spend to remedy the service deficit.

13. EVALUATION PROCESS

13.1 Proposals and Qualifications Review:

Upon receipt of proposals, the Authority's Ad Hoc Committee for the Parking Management RFP will review each proposal and make a recommendation to the Syracuse Regional Airport Authority Board. Proposals will be reviewed based on competency, experience, client references, past history with the SRAA, and the ability to perform the services required in this RFP.

Proposers should be willing and able to provide additional information that may be required by the Ad Hoc Committee for the Parking Management RFP. Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Proposer will be allowed to alter its proposal or add information. The Syracuse Regional Airport Authority reserves the right to waive any formalities and to reject or negotiate any and all Proposals without assigning any reason.

13.2 Submission Review:

The Committee will examine all Proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Committee, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further.

14. PROPOSAL REVIEW CRITERIA

Proposals will be reviewed based on a variety of criteria, including but not limited to:

1. The Proposer's specific experience, stability, and history of providing Parking Management Services similar to those services under consideration.
2. The Proposer's approach to the planning, organization, supervision, and management of Parking Management Services at other airport or public entities, and the Proposer's problem-solving approaches.
3. The Proposer's proposed Management Fee.
4. The financial stability of Proposer's organization.
5. The recommendations and opinions of each Proposer's previous customers or clients to include references and past history with the SRAA.
6. Information provided in response to specific questions of items contained in RFP documents.

7. The Proposer's ability to provide additional functionality to SYR's current contract.
8. The Proposer's ability to meet or exceed the ACDBE goals.
9. The experience the Proposer has in managing parking during a rehabilitation or tear-down project.
10. Information provided at interview (if required).

As stated above, the selection criteria must include the fee the Proposer will charge the Authority for the services described in this RFP. The Proposer must certify in the Proposal that its fee covers all services proposed and meets the requirements of this RFP.

The Committee will evaluate each proposal based on the "Best Value" concept. This means that the Proposal that optimizes quality, cost, and efficiency among responsive and responsible Proposers shall be selected for award.

The Authority and its Committee will determine which Proposal best satisfies its requirements. The Authority reserves all rights with respect to the award. All Proposals deemed to be responsive to the requirements of this procurement will be evaluated. Proposals failing to meet the requirements of this RFP may be eliminated from consideration.

The Award is expected to be made within 30 calendar days after the opening of Proposals, but in no case will an Award be made until the financial responsibility, operational ability, and standards of the successful Proposer has been investigated and found by the Authority, in the Authority's sole discretion, to provide adequate assurance of the Proposer's ability to fulfill the terms of the Parking Management Agreement. The Authority reserves the right to waive any formality or irregularity in any Proposal, Bank Letter of credit, or Surety Bond, to reject any or all Proposals or to negotiate for the modification of any Proposer to enter into a Parking Management Agreement with the Authority in accordance with the accepted Proposal and these Agreement Documents. It is specifically understood that the Authority may accept any Proposal in its entirety without negotiation, and the Proposer shall be obligated to enter into a Parking Management Agreement with the Authority reflecting that Proposal.

15. AGREEMENT FOR PARKING MANAGEMENT SERVICES

After a Proposer is recommended by the Ad Hoc Committee for Parking Management Services and approved by the Board of the Authority, an agreement incorporating the agreed upon compensation and scope of services will be used. The agreement will be drafted by the Authority's counsel and may also include such other terms that the Authority and its counsel deem in the best interests of the Authority.

16. CONDITIONS, TERMS, AND LIMITATIONS

This RFP 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 New York Public Authorities Law, 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 licenses and registrations 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 Proposer or principal of a selected Proposer or any member of the Proposer's development team is in arrears or in default upon any debt, lease, contract, or obligation regarding Syracuse International Airport. The Authority reserves the right to reject any response to this RFP by any such Proposer.
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 RFP, to entertain modifications or additions to selected proposals.
6. This RFP 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 Board of the Authority, approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.
7. Selection of a Proposer will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until after all required government approvals are received and the insurance, agreement and all related documents are fully approved and executed.
8. This RFP 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.

16.1 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 "contract" 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 offeror, or was retained, employed, or designated on behalf of the offeror to appear before or contact the governmental entity. The term "offeror" is defined in the Statute as "the individual or entity, or any employee, agent or Contractor 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 offeror.”

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 offerors 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 offeror 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 offeror 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. Any Contractor responding to this RFP must complete the form attached as **Attachment 3** and submit it to the Authority with its proposal. Additional information may be found <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

Questions regarding this form may be directed to the Designated Contact for this solicitation: Linda Ryan, Aviation Contracting Officer, Syracuse Regional Airport Authority at ryanl@syrairport.org

16.2 Whistle Blower Policies and Procedures:

The selected Contractor 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.

16.3 Reservation of Rights:

The Authority reserves the right to: Withdraw the RFP at its sole discretion; reject any or all Proposals received in response to this RFP; accept a Proposal and any subsequent Proposal for the contract from someone other than the lowest cost Proposer consistent with the criteria for the evaluation of Proposals; waive or modify minor deviations in the Proposals received after prior notification to the Proposers; and request best and final offers.

Should the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter into negotiations for purposes of executing a contract.

16.4 Conflicts of Interest:

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

16.5 Federal Aviation Administration (FAA) Required Solicitation Provisions for Obligated Sponsors:

The following Notices, Certifications, and other items referenced in this section are required to be included in this RFP and/or contracts and agreements resulting from this RFP as set forth in the FAA’s “Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Projects” which can be found at:

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

16.6 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity:

The Proposer’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

16.7 Buy American Preference:

If applicable, the Proposer agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Proposer further agrees to complete and submit the applicable Buy American certification when required.

16.8 Civil Rights Title VI Assurances:

If awarded a contract pursuant to this RFP, Proposer agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, (Title VI) which prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

16.9 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 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposer that it will affirmatively ensure that any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

16.10 Davis-Bacon Requirements:

In any agreement awarded to a successful Proposer pursuant to this RFP (i.e., the “Contractor”) such Contractor shall be responsible for ensuring that Contractor and all tiers of Contractors subcontractors and sub-subcontractors providing any Work that is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 3141-44 and 3146-47) and associated rules and regulations promulgated pursuant thereto by the Department of Labor (collectively, “Davis-Bacon Act”), governing minimum rates for wages for laborers and mechanics employed directly in the Work, comply with the provisions of the Davis-Bacon Act.

16.11 Debarment and Suspension:

A. Certification of Proposer Regarding Debarment

By submitting a Proposal under this solicitation, the Proposer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. Certification of Lower Tier Contractors Regarding Debarment

The successful Proposer, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Proposer will accomplish this by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>
- B. Collecting a certification statement like the Certification of Offeror/Bidder Regarding Debarment, above.
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

16.12 Trade Restrictions Certification

By submission of an offer, the Proposer certifies that with respect to this solicitation and any resultant contract, the Proposer:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Proposer/Offeror/Contractor must provide immediate written notice to the Owner if the Proposer/Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Proposer/Offeror/Contractor must require subcontractors provide immediate written notice to the Proposer/Offeror/Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Proposer/Offeror/Contractor or subcontractor thereof:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list, or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Proposer/Offeror/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Proposer/Offeror/Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Proposer/Offeror/Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Proposer/Offeror/Contractor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Proposer/Offeror/Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may

direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

16.13 Certification Regarding Lobbying:

The Proposer/Offeror/Contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer/Offeror/Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16.14 Procurement of Recovered Materials:

To the extent applicable to any awarded contract, Proposer/Offeror/Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

RFP #2020-05 Parking Management Services for the Syracuse Regional Airport Authority

- A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- B. The Proposer/Offeror/Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Proposer/Offeror/Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

17. EXHIBITS ATTACHED TO RFP

- A. Exhibit 1; Garage 1st floor plan**
- B. Exhibit 2; Garage 2nd floor plan**
- C. Exhibit 3; Garage 3rd floor plan**
- D. Exhibit 4; Garage 4th floor plan**
- E. Exhibit 5; SYR Parking Overview Map**
- F. Exhibit 6; Inspection Schedule**

ATTACHMENT 1

PROCUREMENT LOBBYING FORM

1. Bidder/Offeror 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).

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: _____

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. Bidder/Offeror 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.

Name of Bidder/Offeror:

Bidder's/Offeror's Business Address:

Bidder's/Offeror's Signature:

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

Date: _____

Print Name:

Title of Person signing this form:

ATTACHMENT 2

VERIFICATION OF MINIMUM QUALIFICATIONS

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief, they meet the following Minimum Qualification Requirements:

- It must have been in continuous existence in the Parking Management business for at least the last ten (5) years; and
- It must have performed similar services for at least three (3) airports or public entities larger or comparable in size to the Airport within the last three (3) years; and
- Proposer must demonstrate to the satisfaction of the Authority that it has the resources to perform and deliver Parking Management Services described in this Proposal.
- It must have a demonstrated track record of performing Parking Management Services.

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 Proposer's Authorized Person

_____. Date: _____
Name of Proposer

_____.
Name of Proposer's Authorized Person

_____.
Title of Proposer's Authorized Person

ATTACHMENT 3

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Proposal 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 Proposer, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer 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 Proposer 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 Respondent's Authorized Person

Date: _____

Name of Proposer

Name of Proposer's Authorized Person

Title of Proposer's Authorized Person

ATTACHMENT 4

PROPOSAL LETTER

TO: Syracuse Regional Airport Authority
1000 Col. Eileen Collins Boulevard
Syracuse, New York 13212

The undersigned hereby declares that he/she is the only person interested in this Proposal, that the Proposal is in all respects fair and without collusion or fraud, and that no 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 Proposal, 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 Request for Proposals and the attachments and is willing and able to perform all the services and furnish all the materials called for by the RFP, 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 1) an award is subject to all terms and conditions of this RFP; 2) the Authority may cancel the RFP at any time; and 3) 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 security personnel services and that the respondent and co-respondent, if applicable, have 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 Proposer, submitting this Proposal for Parking Management Services at the Syracuse Hancock International Airport.

The undersigned certifies that its fee in the submitted Proposal for Parking Management Services at the Syracuse Hancock International Airport covers all services proposed and meets the requirements of this Request for Proposals.

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

NEXT PAGE IS SIGNATURE PAGE

Entity Making Proposal: _____

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 _____, 20__, 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

ATTACHMENT 5

PROPOSED PARKING MANAGEMENT PERCENTAGE FEE

Company Name: _____

Year 1 (Nov 1, 2020 – October 31, 2021)

Annual Percentage Fee: _____

Year 2 (Nov 1, 2021 – October 31, 2022)

Annual Percentage Fee: _____

Year 3 (Nov 1, 2022 – October 31, 2023)

Annual Percentage Fee: _____

Year 4 (Nov 1, 2023 – October 31, 2024)

Annual Percentage Fee: _____

Year 5 (Nov 1, 2024 – October 31, 2025)

Annual Percentage Fee: _____

ATTACHMENT 6

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
UTILIZATION STATEMENT**

The undersigned Proposer/Bidder/Offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Proposer/Bidder/Offeror's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

ATTACHMENT 6 (CON'T)

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
LETTER OF INTENT**

Name of Proposer/Bidder/Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

ATTACHMENT 6 (CON'T)

Report for Airport Concessions: Non-Car Rentals

In accordance with 49 CFR Part 23, Airport Concession Disadvantage Business Enterprise (ACDBE) Program, the Airport is required to monitor and report all concession activity at the Airport, including any ACDBE (Airport Concession Disadvantaged Business Enterprise) participation. Please complete this form, along with the ACDBE firm's report, and return to the attention of Robin Watkins (watkinsr@syrairport.org).

Name of Concessionaire: _____

Report Period: **10/1/20XX - 9/30/20XX**

Annual (January 1)

Required information:

Estimate Gross Receipts for period above: \$ _____

Sub-Concessions:

A. Total (\$) Sub-concessions During the period above: \$ _____

B. Total Number (#) of Sub-concessions during the period above: _____

C. Total (\$) ACDBE Sub-Concessions during the period above (included in A): \$ _____

D. Total (#) ACDBE Sub-Concessions during the period above (Included in B): _____

E. From C, total (\$) and D, total (#) ACDBE Sub-Concessions from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ _____ and # _____

ATTACHMENT 6 (CON'T)

Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ _____ and # _____

Management Contracts:

A. Total (\$) Management Contracts During the period above: \$ _____

B. Total Number (#) of Management Contracts during the period above: _____

C. Total (\$) ACDBE Management Contracts during the period above (included in A): \$ _____

D. Total (#) ACDBE Management Contracts during the period above (Included in B): _____

E. From C, total (\$) and D, total (#) ACDBE Management Contracts from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ _____ and # _____

Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ _____ and # _____

ATTACHMENT 6 (CON'T)

Goods and Services:

A. Total (\$) goods and services *purchased* during the period above:

\$ _____

B. Total number (#) of vendor's that goods and services were purchased from:

C. Total (\$) goods and services *purchased* from ACDBEs (included in A):

\$ _____

D. Total (#) of vendors that goods and services purchased were from ACDBEs (included in B):

E. From C, total (\$) and D, total (#) ACDBE goods and services purchased from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ _____ and # _____

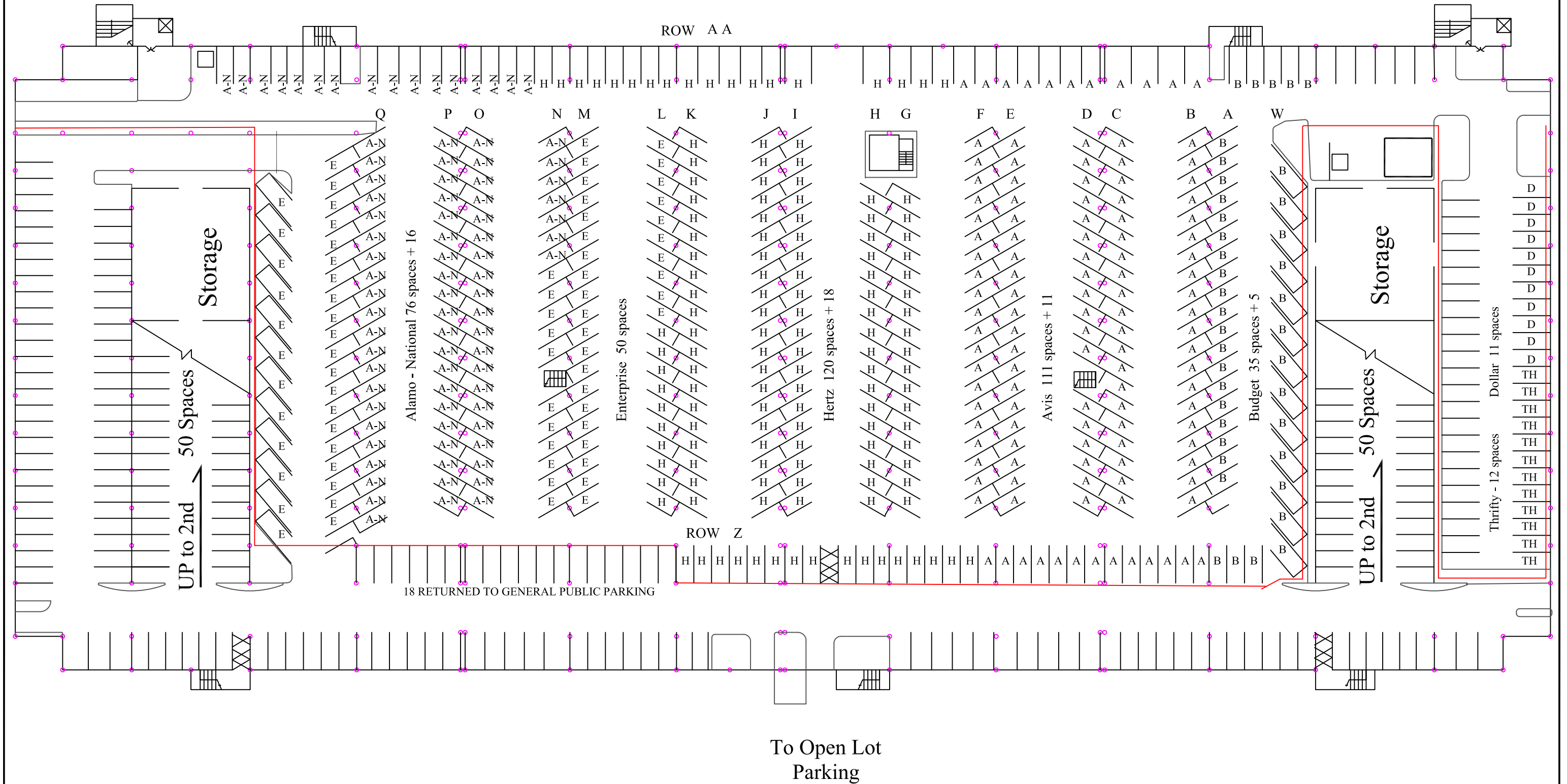
Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ _____ and # _____

Reminder: Please complete the required ACDBE Firms Report for all Certified ACDBEs that you have reported above.

Exhibit 1

TO
TERMINAL



Syracuse Hancock
International Airport

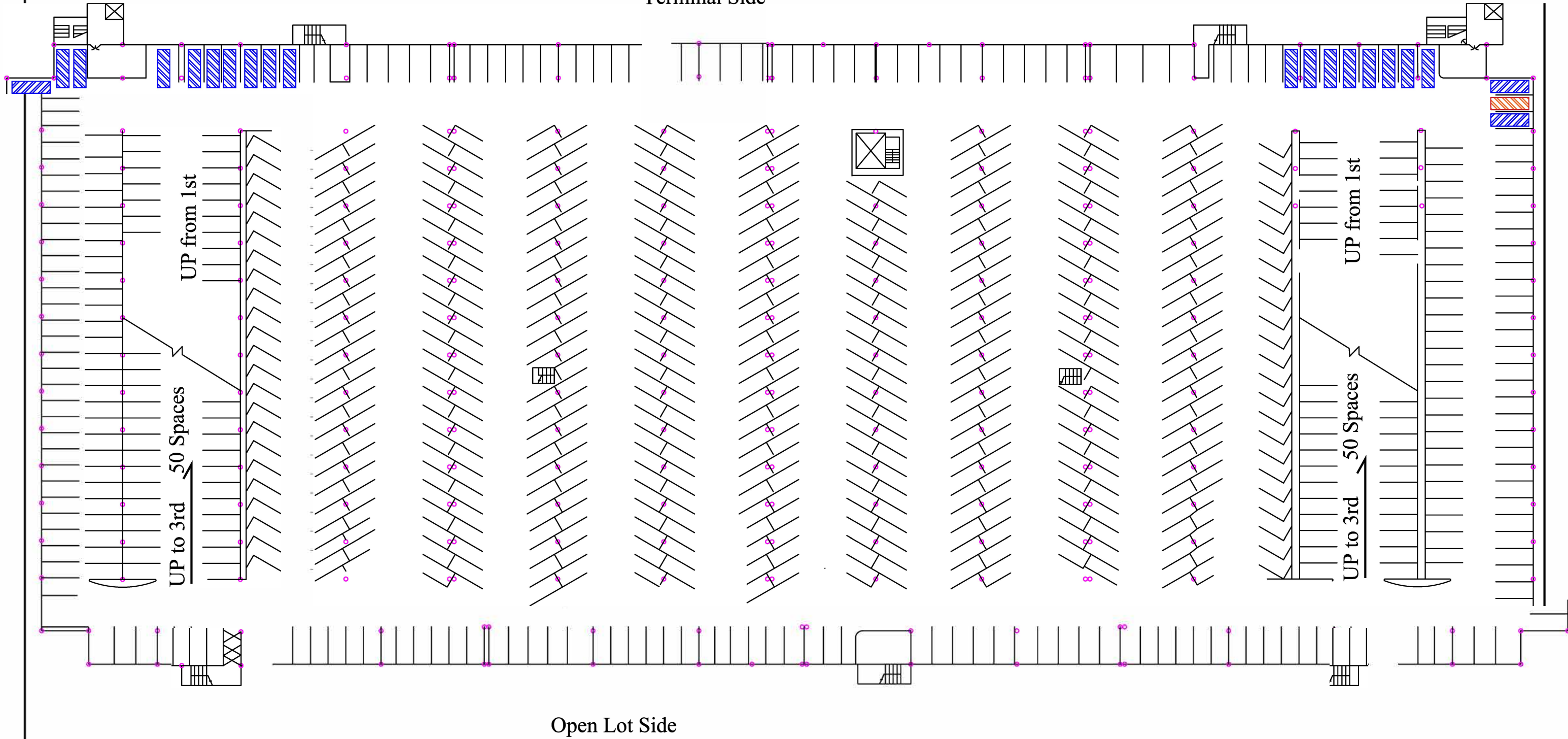
PARKING GARAGE
First Floor Plan

Showing Public spaces and
Rental Car allocations

June 2020
SCALE: 1" = ~50'

Exhibit 2

Terminal Side



Syracuse Hancock
International Airport

PARKING GARAGE
Second Floor Plan

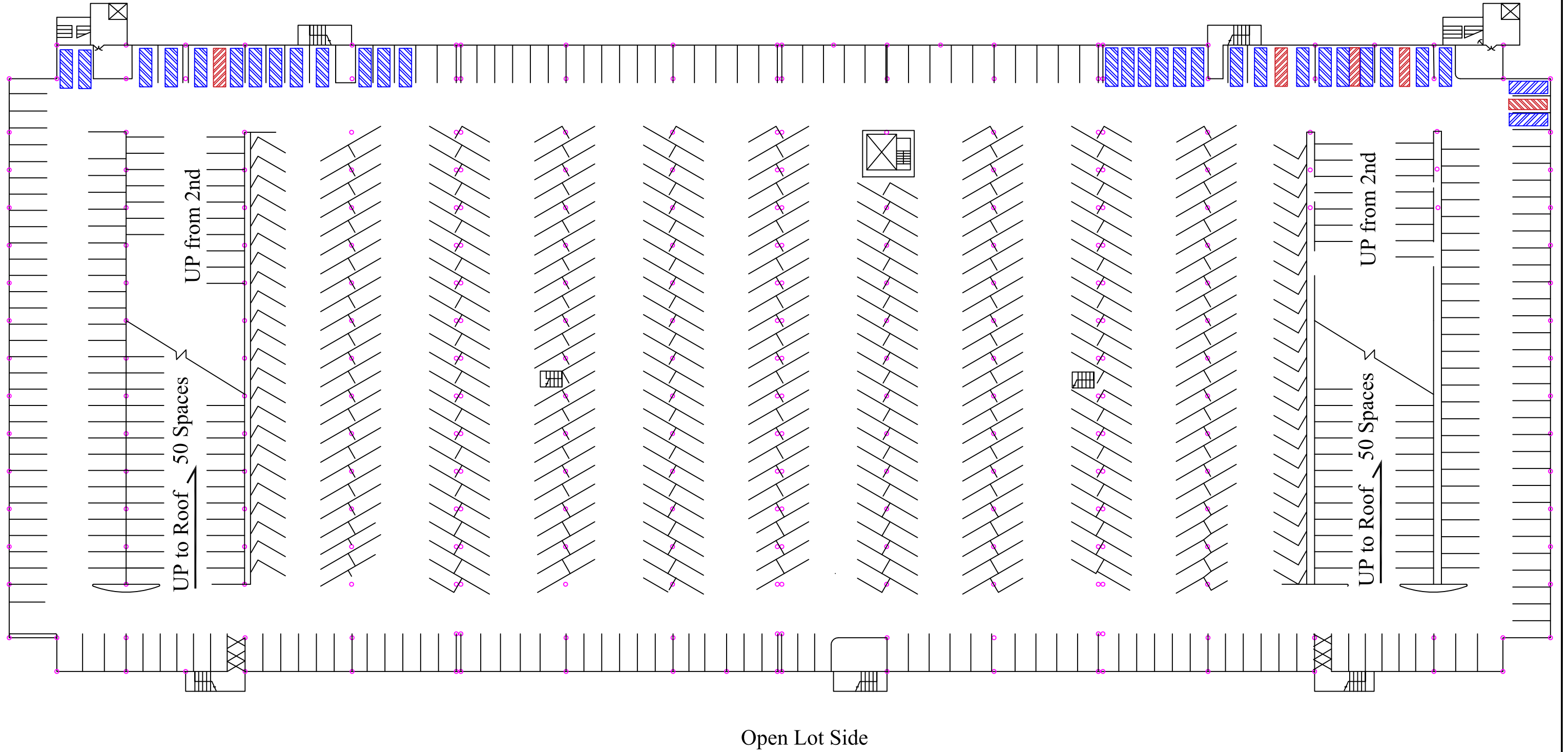
 - Handicap Parking Space

June 2020
SCALE: 1" = ~50'

Open Lot Side

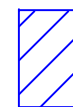
Exhibit 3

Terminal Side



Syracuse Hancock
International Airport

PARKING GARAGE
Third Floor Plan

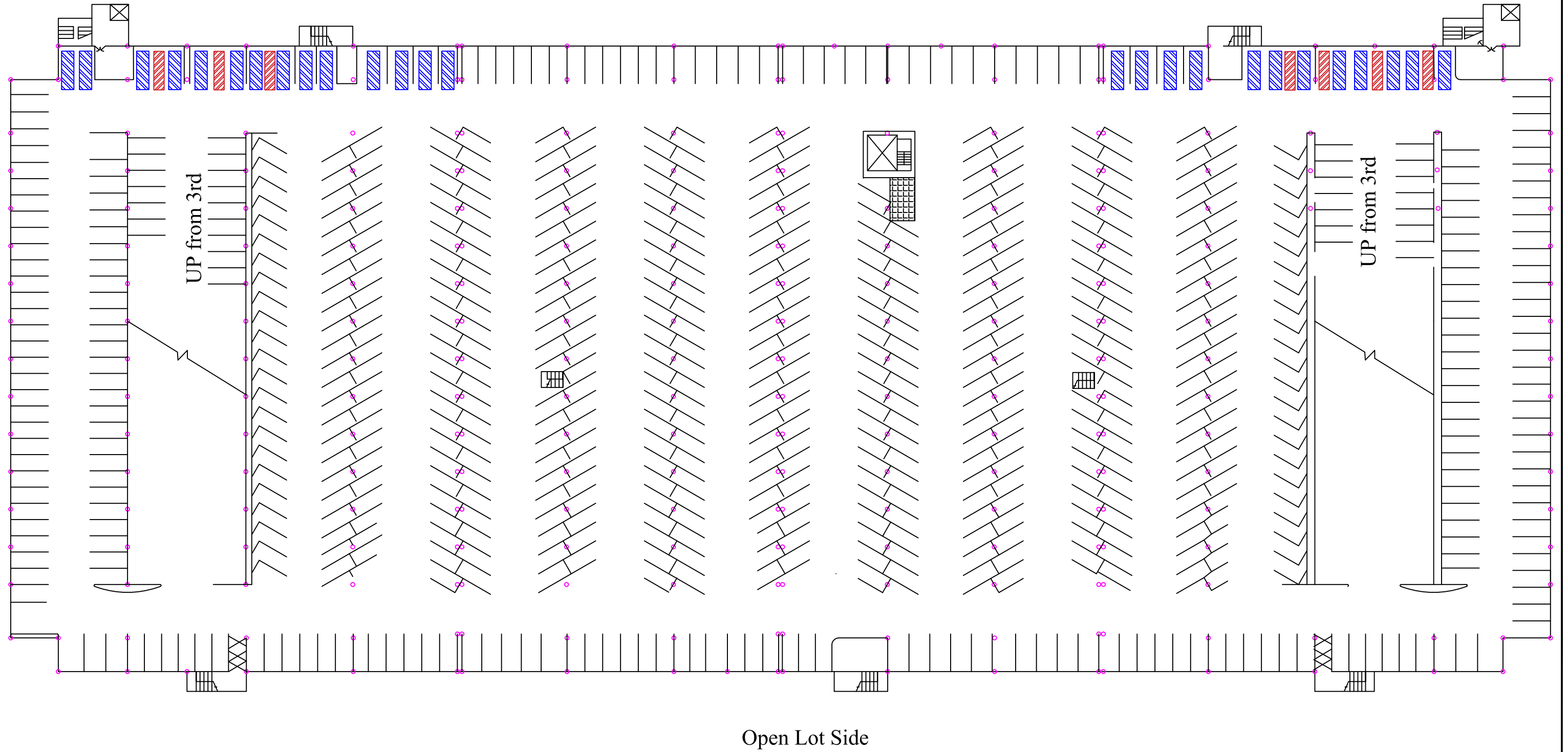


- Handicapped Parking Space

June 2020
SCALE: 1" = ~50'

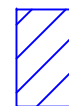
Exhibit 4

Terminal Side



Syracuse Hancock
International Airport

PARKING GARAGE
Fourth Floor Plan



- Handicap Parking Space

June 2020
SCALE: 1" = ~50'

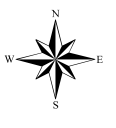


EXHIBIT 6

Parking Management Services Inspection Schedule

DAILY:

A. Cleaning (this includes all areas except those rented by the Rental Car Companies)

- Sweeping garage floors, stairwells, etc.
- Sweeping all areas (including Curbs)
- Empty trash cans
- Remove all litter and debris from interior and exterior grounds
- Clean Cashier booths, floors, windows

B. Electrical System for Both Garage and Open Lot

- Replace light Bulbs, Ballasts and Fixtures within 24 hours of failure or notification from the Airport
- All Elevator maintenance, cleaning, repair and replacement
- Check exit lights for proper function
- Repair and Replace lights on light poles

C. Landscaping

- Remove trash and debris

D. Parking Control Equipment

- Check for proper operation
- Repair/replace entrance gate arms within 24 hours after notice of damage
- Maintain inventory of spare parts adequate to provide repair/replacement as detailed above

E. Plumbing Systems

- Check for proper operation of floor drains and drainage
- Flush drain lines and clean sand traps
- Check for cracks and washing surface

F. Roofing and Waterproofing

- Check for, and report, leaks and deterioration in all areas, including toll booths and Manager's office building

G. Safety Checks

- Tripping hazards
- Exit Signs
- Emergency lights
- Elevator emergency features

H. Signs

- Check that signs are clean, visible, and properly illuminated

- Replace/repair all signs to include airline directional signage, wayfinding, and any other signage deemed necessary by the SRAA or the Parking Management Company

I. Snow and Ice Control

- Check for icy spots (in season)
- Remove snow and ice, using care to avoid damage to landscaping, fencing and improvements

J. Misc:

- All Maintenance and Emergency Repairs associated with the Garage and the Parking Lots

WEEKLY:

A. Cleaning

- Elevator floors, walls, parking control equipment

B. Doors and Hardware

- Check for proper operation, lubricate as needed or directed by owner

C. Electrical System for Both Garage and Open Lot

- Check for exposed conduit

D. Landscaping

- Weeding open lot bases to light poles, cracks, crevices, mow grass growing, control of weed growth in operational area

E. Safety Checks

- Fire Safety Equipment

SEMI-MONTHLY

A. Electrical System for Both Garage and Open

- Check Light Fixtures

MONTHLY

A. Cleaning

- Flushing parking floors with water broom
- Stairwell windows
- Office windows

B. Electrical System for Both Garage and Open Lot

- Check operating controls for lighting

C. Safety Checks

- Handrails and guardrails (maintain/replace)

QUARTERLY

A. Cleaning

- Light fixtures

B. Pavement Maintenance

- Inspect for spot repairs and replacement needs seal coating

SEMI-YEARLY

A. Cleaning

- Wash and degrease parking floors

B. Painting

- Inspect for general condition check for rust spots
- Touch up door frames, handrails and guiderails, pipe guards, exposed pipes, conduit and other metals

C. Plumbing and Systems

- Clean as necessary or as directed by owner

D. Roofing and Waterproofing

- Joint sealant in floors, expansion joints, windows, and walls

YEARLY

A. Electrical Systems for both Garage and Open Lot

- Check distribution panels

B. Pavement Maintenance

- 1st year of Contract, Parking Management Company must provide a baseline pavement assessment of garage and all parking lots
- Seal blacktop surfaces and stripe every lot and each floor of garage area every other year, starting with completion by June 2021
- Pothole, crack, and spot repair (mill/box out failed asphalt) prior to replacing hot mix asphalt
- Catch Basin frame cover collar inspection and repair
- Crack seal on all cracks larger than 1/8"

C. Inspection by a Professional Engineer

- The Parking Management Company must submit this inspection to the Authority no later than June 1 of each contract year