



REQUEST FOR PROPOSALS

Cellular Carrier Neutral-Host Distributed Antenna System at the Syracuse Hancock International Airport

RFP REFERENCE #2021-04

Issued: August 10, 2021

Submission Deadline: September 8, 2021, by 11:00 AM EST

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 **Attachment 1**, Procurement Lobbying Form, and <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

Designated Contact for this Procurement:

Linda Ryan, Director of Business Development

All contacts/inquiries shall be made by e-mail to the following address:

rvanl@syrairport.org

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

**Cellular Carrier Neutral-Host
Distributed Antenna System (NH-DAS) at the
Syracuse Hancock International Airport**

Any firm intending to e-mail a submittal to the Authority should advise Linda Ryan in advance via e-mail. Please send the e-mail noting the company with the contact person's credentials should there be a change to this RFP.

**ALL PROPOSALS MUST BE E-MAILED PRIOR TO 11:00 AM EST
On**

SEPTEMBER 8, 2021

**All proposals will be received electronically, via e-mail to
Linda Ryan at ryanl@syrairport.org**

Please send your email with the Subject Line:

**Cellular Carrier Neutral-Host Distributed Antenna System
RFP #2021-04**

**Note: An e-mail will be sent confirming your submission by 11:00 a.m. EST on
Wednesday, September 8, 2021. If you do not receive a confirmation e-mail
or call, contact Linda Ryan at the information below:**

**Linda Ryan
Director of Business Development
ryanl@syrairport.org
315-256-5177**

1.0 GENERAL INFORMATION

1.1 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, 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: even (7) members appointed by the Mayor of the City of Syracuse, one 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 Program Background:

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 seven airlines with non-stop services to 27 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.

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
Tuesday, August 10, 2021	Issuance of Request for Proposals
Tuesday, August 24, 2021, at 10:00 AM EST	Pre-Proposal Conference/Teams Meeting
Friday, August 27, 2021, by 11:00 AM EST	Respondents Questions Due
Tuesday, August 31, 2021, by 2:00 PM EST	Final Response to Respondent’s Questions
Wednesday, September 8, 2021, by 11:00 AM EST	Proposal Submission Deadline
September 9 – 16, 2021	Proposal Evaluation Period and Respondent Interviews(If Applicable)
On or about September 17, 2021	Award of Contract by the Authority
No later than October 4, 2021	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.syrAuthority.com/bids-rfp-rfq/>).

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.

Qualification/Project Approach:

- Describe your firm’s ability to provide the requested solution and identified service.
- Describe the length of time your firm has been providing Cellular Carrier NH-DAS services along with examples of types, size and scope of services provided.
- Provide examples of agreements and coordination with the Wireless Services Providers (WSPs) that are expected to be operating at the Airport (Verizon, AT&T, T-Mobile).
- The Respondent must be in good standing with the Authority.

System Operations:

- Provide detailed information on the management and maintenance of the system and services provided. This section shall address day to day operational requirements, reporting, coordination and existing and potential (new) WSPs, interfacing with tenants and users of the system, and the proposed coordination and interaction with Authority staff.
- Respondents must explain/provide disaster recovery/backup plan to ensure continuity of the system and all associated data. This section should also describe the proposed system redundancy/resiliency.

3.0 SCOPE OF SERVICES REQUIRED

The Authority is soliciting proposals for a Cellular Carrier Neutral-Host Distributed Antenna System (NH-DAS) 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 design, construct, install, maintain, operate, and manage a Cellular Carrier NH-DAS at SYR (the “Project”). The initial term of the Cellular Carrier NH-DAS Agreement shall be for a fixed term operating and use Agreement under which the successful Respondent will perform the Project, as well as provide revenue sharing to the Syracuse Regional Airport Authority. At the Syracuse Regional Airport Authority’s option, the Agreement may be extended for additional terms following the initial term. Respondents should include proposed initial and renewal terms in their Proposals.

In connection with this Cellular Carrier Neutral-Host Distributed Antenna System, the Authority has established the following project objectives:

- Provide all necessary equipment, materials, supplies and labor to design and install a Cellular Carrier NH-DAS System throughout the entire Airport. The purpose is to ensure adequate signal coverage to enhance the quality of customer and operational voice and data services using commercial wireless carrier networks. The installation shall be performed in a manner that complies with all applicable building codes. The successful Respondent shall coordinate design and construction elements with on-going projects at the Airport.
- The proposed NH-DAS shall be a Wireless Service Provider-neutral solution which supports the various Wireless Service Providers (WSPs) desiring to supply 5G wireless service in the Airport. This shall be independent of the wireless frequencies and format used by the various

WSPs.

- Design of a Cellular Host NH-DAS to support multiple cellular carriers including all current wireless communications and broadband data requirements.
- Maintain, monitor, and manage the Cellular Host NH-DAS to include regular service and maintenance, active monitoring and system restoration, Cellular Host NH-DAS system upgrades and enhancements to support the latest wireless carrier technologies, and management of wireless carrier access to the NH-DAS. The Cellular Carrier NH-DAS shall be operated as a neutral-host system and shall not discriminate against any wireless carrier, frequencies, or technologies. The Cellular Carrier NH-DAS shall not cause harmful interference with the Authority's operational and public safety radio communications systems.
- In the event the successful Respondent and/or the individual cellular carriers begin to provide new service offerings utilizing new technologies (e.g., providing broadband data service using 5G technologies), any additional revenue generated through the use of the Cellular Carrier NH-DAS will be subject to a new revenue sharing agreement with the Authority, to be negotiated prior to such services being brought online.
- Providing all preventative maintenance and system repairs, including system updates throughout the term of the contract, as required for the normal operation of the Cellular Carrier NH-DAS.
- Any and all electrical work, including installation of new electrical outlets required to support the Cellular Carrier NH-DAS equipment. All electrical installations shall conform to the latest Authority's standards as well as NEC and local codes and requirements.
- The successful Respondent shall comply with all codes, ordinances, regulations, and any other legal requirements of public authorities which will bear on the implementation of work for the project.
- The successful Respondent shall provide all required notices and plans prior to performing any work that may affect Airport operations and/or the availability of the system(s). These notices and plans must be approved by the Authority prior to commencement of work.
- All contractors working for the Authority are required to go through the airport badging process which shall be at the successful Respondents expense.
- Provides cellular wireless coordination, design of a Cellular Carrier NH-DAS including in building and exterior areas of the airport, construction of all components of the Cellular Carrier NH-DAS, and monitoring and maintenance of the Cellular Carrier NH-DAS. All work should be coordinated closely with the airports project manager.

4.0 INSURANCE REQUIREMENTS

The Respondent shall purchase and maintain insurance reasonably acceptable to Syracuse Regional Airport Authority, and which will provide primary liability coverage for Syracuse Regional Airport Authority for claims which may arise out of or result from Respondent's or their subcontractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Respondent if self-employed, Respondent's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that Syracuse Regional Airport Authority will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing Syracuse Regional Airport Authority as an additional insured and stating the limits of liability, expiration date which are acceptable to Syracuse Regional Airport Authority shall be filed with and accepted by Syracuse Regional Airport Authority before operations are begun.

The Respondent shall be required to provide Certificates of Insurance, and, upon demand, any policy or endorsement, evidencing the following coverage:

- A. Insurance covering claims under workmen's compensation, disability benefit, and other similar employee benefit acts. Insurance also covering claims for damages because of bodily injury, occupational disease or sickness, or death of his employees with the following limits:

Worker's Compensation:	Statutory.
Employer's Liability:	
Bodily Injury by Accident (per Accident):	\$1,000,000
Bodily Injury by Disease (per Employee):	\$1,000,000
Bodily Injury by Disease (Policy Limit):	\$1,000,000

NY shall be listed as a covered state under Part A of the policy

- B. Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, personal injury liability coverage extensions, and coverage for subcontractors. General Liability Policy shall include Products and Completed Operations Liability. Further, Products and Completed Operations Liability shall be maintained in full force and effect for a period of three (6) years or the statute of repose, whichever is longer, following final completion of the Work. All coverage required under Commercial General Liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

General Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rental Premise	\$100,000
Medical Payments	\$5,000

The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- C. Umbrella form Excess liability coverage with limits of not less than \$10,000,000 per occurrence, covering all work performed by the Respondent under this Contract. The umbrella / excess liability shall follow form with the underlying General Liability, Auto Liability, and Employers Liability.

- D. Automobile Liability (Bodily Injury and Property Damage Liability) with limits of not less than \$1,000,000 per occurrence that includes coverage for all owned, non-owned, and hired automobiles.
- E. Respondent's Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including motorized equipment used by the Subcontractor with limits at least high enough to provide for replacement of items critical to Project efforts.
- F. Installation floater coverage, on a replacement cost basis, for the full value of the equipment. After the installation is complete, the Respondent shall insure the equipment on a property or inland marine policy, on a replacement cost basis, and for the full value of the equipment. The Respondent is responsible for any policy deductibles. The Respondent shall bear the risk of loss.
- G. Such other kinds of insurance as may be required by the Respondent or by the General Contract Documents, each such policy to be in the amount stipulated in the General Contract Documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Respondent.
- H. If the work involves or includes the Respondent providing or performing design, engineering, consulting, or any professional service, shall include professional liability insurance with a limit of not less than \$3,000,000 per claim and not less than \$3,000,000 annual aggregate. Professional Liability Insurance covering the liability of Respondent for any and all negligent errors or omissions committed by Subcontractor or their subcontractors, in the performance of the Work, regardless of the type of damages. The coverage shall be maintained during the term of the operations and maintained least (5) years following completion thereof.
- I. If the work involves or includes Respondent handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Respondent's pollution liability insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, with a combined single limit of not less than \$3,000,000 per claim and general aggregate, automobile pollution liability coverage at least as broad as that provided under the ISO pollution liability – broadened coverage for covered auto endorsement (CA 99 42) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached. If such coverage is secured on a "claims made" basis, extended reporting coverage shall be secured for a minimum of (5) years following the completion of Respondent or Subcontractor's work. Respondent's pollution liability insurance shall name Syracuse Regional Airport Authority as an additional insured for completed operations.
- J. Cyber Liability Insurance, in an amount not less than \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services hereunder. The Respondent's policy shall provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance shall be maintained in force at all times during the term of the agreement.

- K. If any operations performed within the scope of this Contract require the use of any aircraft or watercraft (owned or unowned), Subcontractor shall maintain liability insurance satisfactory to the Respondent and the OWNER.
- L. Syracuse Regional Airport Authority shall be named "additional insured" on Respondent's General Liability policy, specifically provided by Additional Insured Form CG2010(1185), CG2037(1001) or equivalent, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the aforementioned additional insureds, and shall remain in effect for the duration of the contract, including the Completed Operations Period. Additionally, the auto liability and umbrella / excess liability policies shall name Syracuse Regional Airport Authority as an additional insured on a primary & non-contributory basis, for ongoing and products & completed operations. All policies required within this document shall be endorsed to Waive all Rights of Subrogation in favor of Syracuse Regional Airport Authority. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to Syracuse Regional Airport Authority.
- M. The general liability and umbrella / excess liability policies shall not have any exclusion or limitations for NY Labor Law 240 and 241 claims.
- N. All of the Respondent's insurance carriers shall be licensed to and authorized to conduct business in New York State, and shall have an AM Best rating of at least A- X.
- O. All of the Respondent's subcontractors shall also comply with the insurance requirements outlined in this document.

5.0 NOTICE TO RESPONDENTS

5.1 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 Respondent, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the successful Respondent.

5.2 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.

5.3 Questions or Requests for Information or Clarification:

Any questions, requests for information or clarification regarding this RFP should be submitted via e-mail, citing the RFP page and section, no later than **11:00 AM EST on Friday, August 27, 2021**, 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.syrAuthority.com/bids-rfp-rfq/> by **2:00 PM EST on Tuesday, August 31, 2021**. The Authority is not responsible for a Respondent'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 Respondent that submitted a Proposal that is not in compliance with the RFP requirements due to the Respondent's aforementioned failure to review the list of questions/requests for information or clarification and the official responses.

5.4 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 Respondent discovers any conflict, discrepancy, omission or other error in this RFP, the Respondent 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 Respondent.

If a Respondent fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known, the Respondent shall assume the risk. If awarded the contract, the Respondent 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.syrAuthority.com/bids-rfp-rfq/. The Authority is not responsible for a Respondent's failure to receive addenda, and no allowance will be made for a Respondent that submitted a Proposal that is not in compliance with the RFP requirements due to the Respondent's aforementioned failure to receive addenda. At this time, there are no designated dates for release of addenda. Therefore, interested Respondents 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 Respondent to be knowledgeable of all addenda related to this RFP.

5.5 Pre-Proposal Meeting:

The Authority will hold a pre-proposal meeting via Teams to review the RFP at **10:00 AM EST on Tuesday, August 24, 2021**. Once the Authority receives notification that you are submitting or intending to submit a proposal, we will send you a Teams meeting invite. Authority representatives will be available to answer questions at that time. By submitting a Proposal to the Authority in response to this RFP, each Respondent agrees and represents that the Respondent has all information necessary for the Respondent 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 Respondent's Proposal to the Authority. 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.

5.6 Restriction of Communications:

Respondents 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.

6.0 SUBMISSION REQUIREMENTS

Below are the requirements of Respondents RFP Submission:

1. It is requested that the Respondent's submittal be brief and to the point and consists of no more than 30 pages. Attachments are not considered to be a part of the 30 pages.
2. All proposals are to be e-mailed to Linda Ryan at ryanl@syrairport.org before 11:00 am EST on, Wednesday, September 8, 2021. An e-mail will be sent confirming your submission on Wednesday, September 8, 2021. If you do not receive a confirmation e-mail, please contact Linda Ryan, via e-mail address above or by calling (315)256-5177.
3. Respondents should make sure that their submittals are in compliance with all the requirements of this RFP. Failure to do so may result in disqualification.
4. Respondents must list of a minimum of 3 references including company, address, and phone number.
5. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. Respondent 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.
6. Respondents 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.
7. Respondents must fill out Attachment 1 (Procurement Lobbying Form), Attachment 2 (Verification of Minimum Qualifications Form), Attachment 3 (Non-Collusion Certification), Attachment 4 (Proposal Letter) and Attachment 5 (Proposed Revenue Amount), completed by the Respondent as required. These forms will be considered attachments.

6.1 Submission Due Date:

Proposals must be e-mailed no later than **11:00 AM EST on Wednesday, September 8, 2021.**

to: Ms. Linda Ryan
Director of Business Development
Syracuse Regional Airport Authority
1000 Col. Eileen Collins Boulevard
Syracuse, New York 13212

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

6.2 Notice to Respondent Regarding Document Retention:

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

6.3 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.

6.4 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 because for a Respondent's proposal to be disqualified.**

6.5 Proposal Costs:

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

7.0 PROPOSAL REQUIREMENTS

The Respondent 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.

7.1 Content of Proposal:

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

7.2 Preliminary Pages:

A. Cover Letter

B. Table of Contents

7.3 Firm Qualifications and Project Staffing:

- Responses should demonstrate significant and relevant experience of the Respondent related to the design, construction, installation, maintenance, operation, management and marketing success to WSP's of a Cellular Carrier Neutral-Host Distributed Antenna System.
- Describe your firm's ability to provide the requested solution and identified services
- Describe the length of time your firm has been providing DAS services along with examples of the type, size and scope of services provided.
- Personnel, Responses should demonstrate the availability of sufficient, qualified and experienced professional personnel, with preference given to personnel experienced in providing services listed in this RFP
- References, Responses should also demonstrate the professional's commitment of providing a high level of responsive client service, including previously established successful Cellular Carrier NH-DAS programs (Airports are preferable)

7.4 Project Approach and Deliverables:

- A. Description of the state-of-the-art technology your company will provide to the SYR Airport
- B. Syracuse Regional Airport Authority participation will be required during design and implementation. Provide a summary of your overall approach and how you see coordination taking place with the Syracuse Regional Airport Authority. The successful Respondent will be expected to develop and submit to the Syracuse Regional Airport Authority a detailed Draft Project Management Plan addressing all aspects of implementing and accomplishing the Project
- C. Identify the Project Manager (or equivalent title) who will be in overall charge of this project and who will represent the company to the Authority 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.

8.0 EVALUATION PROCESS

8.1 Proposals and Qualifications Review:

Upon receipt of proposals, the Authority's Ad Hoc Committee for Cellular Carrier Neutral-Host Distributed Antenna System 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 Syracuse Regional Airport Authority, and the ability to perform the services required in this RFP.

Respondents should be willing and able to provide additional information that may be required by the Ad Hoc Committee for the Cellular Carrier Neutral-Host Distributed Antenna System RFP. Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Respondent 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.

8.2 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.

9.0 PROPOSAL REVIEW CRITERIA

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

1. The Respondent's specific experience, stability, and history of providing Cellular Carrier Neutral Host Distributed Antenna System Services similar to those services under consideration.
2. The Respondent's approach to the planning, implementation and management of the Cellular Carrier Neutral-Host Distributed Antenna at the SYR Airport.
3. The financial stability of Respondent's organization.
4. The recommendations and opinions of each Respondent's previous customers or clients to include reference.
5. Information provided in response to specific questions of items contained in RFP documents.
6. Information provided at interview (if required).

The Committee will evaluate each proposal based on the "Best Value" concept. This means that the Proposal that optimizes quality, revenue, and efficiency among responsive and responsible Respondents 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 Respondent has been investigated and found by the Authority, in the Authority's sole discretion, to provide adequate assurance of the Respondent's ability to fulfill the terms of the Cellular Carrier Neutral-Host Distributed Antenna System Agreement. The Authority reserves the right to waive any formality or irregularity in any Proposal, to reject any or all Proposals or to negotiate for the modification of any Respondent to enter into a Cellular Carrier Neutral-Host Distributed Antenna System with the Authority in accordance with the accepted Proposal. It is specifically understood that the Authority may accept any Proposal in its entirety without negotiation, and the Respondent shall be obligated to enter into a Cellular Carrier Neutral-Host Distributed Antenna System with the Authority reflecting that Proposal.

10.0 AGREEMENT FOR CELLULAR CARRIER NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM

After a Respondent is recommended by the Ad Hoc Committee for Cellular Carrier Neutral-Host Distributed Antenna System and approved by the Board of the Authority, an agreement incorporating the agreed upon 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.

11.0 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 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 International Airport. The Authority reserves the right to reject any response to this RFP 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 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 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 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.

11.1 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, Director of Business Development, Syracuse Regional Airport Authority at ryanl@syrairport.org

11.2 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.

11.3 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 Respondent consistent with the criteria for the evaluation of Proposals; waive or modify minor deviations in the Proposals received after prior notification to the Respondents; and request best and final offers.

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

11.4 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.

11.5 Required Federal Aviation Administration and New York State Contract Clauses

The Syracuse Regional Airport Authority is the recipient of federal grant monies from the Federal Aviation Administration and as a grant recipient is required to include certain federal clauses in all of its contracts (the "Federal Clauses"). The Authority is also a New York State public benefit corporation and as a result is required to include certain New York required clauses in all of its contracts (the "NYS Clauses"). Both the Federal and NYS Clauses require specific language, and each differs in the way parties to an agreement are identified and in their internal numbering and section references. However, the party references can be clearly determined based upon the context of the applicable Clauses, and the parties to this Agreement explicitly agree that the varying party references and internal structure of the Clauses shall not be asserted as a basis to object to a particular Clauses applicability, or the enforceability of this Agreement.

FAA Required Contract/Lease Provisions for Non-AIP Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or

benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

NYS Required Contract/Lease Provisions

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of

Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of

hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a

mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United

States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

12.0 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 Revenue Amounts (Attachment 5)

ATTACHMENT 1

PROCUREMENT LOBBYING FORM

1. Bidder/Offeror/Respondent 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 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, they meet the following Minimum Qualification Requirements:

- Respondent must have been in continuous existence in the Cellular Carrier Neutral-Host Distributed Antenna System business for at least the last three (3) years; and
- Respondent 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
- Respondent must demonstrate to the satisfaction of the Authority that it has the resources to install a Distributed Antenna System and attract potential Cellular Carriers described in this Proposal.

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 Respondent

Name of Respondent's Authorized Person

Title of Respondent'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 Respondent, 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 Respondent 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 Respondent 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 Respondent

Name of Respondent's Authorized Person

Title of Respondent'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 Respondent, submitting this Cellular Carrier Neutral-Host Distributed Antenna System at the Syracuse Hancock International Airport.

The undersigned certifies that its fee in the submitted Proposal for Cellular Carrier Neutral-Host Distributed Antenna System 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

**CELLULAR CARRIER NEUTRAL-HOST DISTRIBUTED ANTENNA
SYSTEM PROPOSED REVENUE AMOUNTS***

Initial rent to the SRAA for due diligence period: _____.

Length of due diligence period to market major wireless carrier providers: ____ years.

Proposed length of initial contract: ____ years.

Proposed length of optional renewal term: ____ years.

Proposed airport lease space: _____ sq. ft. necessary for DAS system.

Provider will pay the SRAA \$_____ for first carrier that signs with company.

Provider will pay the SRAA \$_____ for second carrier that signs with company.

Provider will pay the SRAA \$_____ for third carrier that signs with company.

Provider will pay the SRAA \$_____ for any additional carrier.

*If Respondent would like to submit a different format for revenue paid out per initial lease term and option lease term as well as per Cellular Carrier, the Airport will consider different formats. Please attach a separate sheet labeled Attachment 5.