

HVAC REPLACEMENT RFP# 2023-06



REQUEST FOR PROPOSALS BY SYRACUSE REGIONAL AIRPORT AUTHORITY

HVAC Replacement

RFP REFERENCE # 2023-06

Issued: May 15, 2023

Submission Deadline: June 19, 2023 by 4:00PM

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. Proposers are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contact person (if any) and/or the designated email address for contact. Please refer to Sections 2.2 and 2.3 below.

All contacts/inquiries shall be made by email **only** to the following address: bids@syraairport.org

ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO 4:00PM on Monday, June 19.

PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE ADDRESSED TO:

bids@syraairport.org

PLEASE PRINT THE WORDS “RFP REFERENCE # 2023-06” IN THE SUBJECT LINE OF THE PROPOSAL EMAIL.

1. GENERAL INFORMATION

1.1. Background

The Syracuse Regional Airport Authority (the “Authority”) was created by the New York State Legislature on August 17, 2011 by Chapter 463 of the Laws of 2011. The Authority is the operator of the Syracuse Hancock International Airport in Syracuse, New York. The Authority is a New York State public benefit corporation established for the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure air travel in the region, (iv) providing citizens with efficient and economical air transportation options, and (v) to protect and enhance the natural resources and quality of the environment.

1.2. Intent and Purpose of this RFP

The intent and purpose of this Request for Proposals (the “RFP”) is to solicit responses for the selection of a firm to provide assessment and replacement of certain Heating, Ventilation and Air Conditioning (HVAC) systems (the “Project”) within the Airport terminal and concourses in order to increase energy efficiency and improve the passenger experience.

A comprehensive description of the Project can be found at **Exhibit A** to this RFP.

1.3 Key Dates in the RFP Schedule

It is anticipated that a Project award will be made in connection with this Request for Proposals (RFP) based on the following schedule:

- Monday, May 15 – Issuance of Request for Proposals
- Tuesday, May 23, 10:00AM – 3:00PM: MANDATORY Pre-Submission Meeting
- Monday, June 12, 4:00PM – Question/Clarification Submission Deadline
- Monday, June 19, 4:00PM – Proposal Submission Deadline
- June 20th – June 30th – Proposal Evaluation Period and Proposer Interviews (if applicable)
- No earlier than July 1st – Notice of Award¹ by the Authority
- No earlier than July 15th – Execution of Contract² with successful proposer

Please note: The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will notify all entities who received the RFP directly from the Authority and post the change(s) on the Syracuse Regional Airport Authority’s website, which is part of the Syracuse Hancock International Airport website (<http://www.syrssraa.com/bids-rfp->

¹ As both a New York State public benefit corporation and a recipient of FAA grant monies, the Authority is required to include certain mandatory State and Federal clauses in all of its contracts. These clauses are mandatory and non-negotiable.

² Id.

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[rfq/](#)). Interested parties that receive this RFP or access it from a source other than the Authority should contact the Authority at bids@syrairport.org to advise the Authority of their interest and to confirm that their correct contact information, including email address, is placed on file with the Authority.

1.4 Amendment or Termination of RFP

RFP Amendment, Cancellation/Postponement: The Syracuse Regional Airport Authority reserves the right to amend, cancel or postpone this RFP at any time without penalty. The Syracuse Regional Airport Authority reserves the right to terminate or cancel any contract awarded pursuant to this RFP, either pre or post execution, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the selected proposer.

1.5 Unbalanced Proposals

The Syracuse Regional Airport Authority reserves the right to reject any and all proposals at any time not deemed in the best interest of the Authority and to reject as informal such proposals, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

1.6 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the relevant RFP page(s) and section(s), no later than **4:00PM on Monday, June 12** to bids@syrairport.org.

Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be emailed to all Proposers who obtained this material directly from the Authority and posted on the Syracuse Regional Airport Authority's website, <http://www.syrtraa.com/bids-rfp-rfq/>.

Proposers that receive this RFP or access it from a source other than the Authority should contact the Authority at bids@syrairport.org to confirm that and/or add their correct contact information, including email address, is on file with the Authority **for purposes of this RFP**. This will ensure that the proposer receives the list of questions/requests for information, amendments or clarifications and the official responses. The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to provide the Authority its contact information, including email address, 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 the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.

By submitting a proposal to the Authority in response to this RFP, each proposer agrees and represents and warrants that the proposer: a) has all information necessary for the proposer to

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complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the proposer 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 its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meeting/tour are informal and are not binding on the Authority.

1.7 Amendments and Addenda

In the event that it becomes necessary to revise this RFP, such revision will be by an addendum to this RFP. 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 Authority at bids@syrairport.org, of such error and request modification to the document to address such alleged error. The Authority shall make any RFP modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one proposer over another. 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 or discovered by proposer, the proposer shall assume the risk of such failure to notify. If awarded the contract, the proposer shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFP addenda will be communicated via email to the recipients of the original RFP.

The Authority is not responsible for a proposer's failure to receive amendments or addenda pertaining to this RFP. It is incumbent on proposers to routinely check for amendments and addenda at (<http://www.syrsvaa.com/bids-rfp-rfq/>) and no allowance will be made for a proposer's failure to receive addenda. As of the date of issuance, there are no designated dates for release of addenda. However, proposers should check the Authority's website frequently beginning at the time of RFP issuance through the deadline for submission of proposals. It is the sole responsibility of the proposer to be knowledgeable of all amendments, addenda, questions and answers related to this RFP.

1.8 Submission Requirements

Proposer's proposal, including all required forms attached at Exhibits to this RFP, shall be submitted via email to bids@syrairport.org in response to this RFP. The email with attached proposal and all required forms in PDF format shall be submitted. Each copy shall be clearly labeled with the name of the proposer and the date. Each copy must contain the required information for the proposer. Proposers are to ensure that their proposals are in compliance with all of 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 at the discretion of any RFP review or ad hoc Committee

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appointed by the Authority. 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 submittals or presentations. If any such information is included, it shall be clearly identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

1.9 Submission Due Date

Proposals must be received via email no later than **4:00PM on Monday, June 19** at:
bids@syrairport.org

Proposals received after the specified date and time will not be considered.

2.0 Proposals and Qualifications Review

Upon receipt of proposals, the Authority's shall internally review each proposal and make a recommendation to the Board of the Authority. Proposals will be reviewed on the basis of competency, experience and ability to perform the services required. Proposers should be willing and able to provide additional information that may be required by the Authority. The Syracuse Regional Airport Authority reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

The Syracuse Regional Airport Authority may award the project(s), following the required approvals, if it determines such project(s) is/are in the best interest of the Syracuse Regional Airport Authority.

2.2 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(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: bids@syrairport.org Please indicate RFP Reference # **[Insert Number]** in the subject line of the email.

2.3 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 entities such as the Authority, during the procurement process. The term "contact" is defined in the Statute as "any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the

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governmental entities conduct or decision regarding the governmental procurement.” Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact the Authority. The term “offeror” is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an 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 Proposer responding to this RFP must complete the Non-Collusive Proposal Certification attached hereto at **Exhibit B** and submit it to the Authority with its proposal. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit the following website for information: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

VIOLATIONS OF THE FOREGOING SECTIONS 2.2 and 2.3 SHALL BE STRICTLY ENFORCED AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL TO WHICH IT PERTAINS.

2.4 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 proposer’s proposal to be disqualified.

2.5 Proposal Costs

The proposers’ costs for the proposers entire submittal effort shall be borne by the proposer. The Authority will not reimburse any proposer or other firm for any costs associated with its submittal effort.

2.6 Whistleblower Policy and Procedures

The selected Proposer 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 and available on its website at: <https://syrssraa.com/>

2.7 M/WBE-SDVOB Program

As advised above, the Authority is a New York public benefit Corporation. As such it must comply with Articles 15-A and 17-B of the New York State Executive Law pertaining to Minority/Women Business Enterprises (M/WBE) and Service-Disabled Veteran Owned Businesses (SDVOB) respectively. These statutes require the Authority to promote contracting opportunities for M/WBE's and SDVOB's. In turn, proposers utilization of M/WBE's and SDVOB's is a factor in awarding projects and imposes obligations on a selected proposer to utilize M/WBE's and SDVOB's in performance of contracts with the Authority. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the New York State M/WBE and SDVOB regulations which are incorporated herein by this reference. Any conflicts between this solicitation and those regulations shall be resolved in favor of the regulations. Each proposer shall, in accordance with the regulations, make good faith efforts and, in a manner that can be established in documentary form, solicit active participation by certified M/WBE's and SDVOB's in connection with any contract resulting from this RFP. These regulations, and any contract to be entered into between the Authority and the successful proposer, will impose reporting obligations on the awarded contractor to periodically report various M/WBE and SDVOB information to the Authority. Annexed hereto at **Exhibits C and D** respectively are various M/WBE-SDVOB forms and information which the Authority requires all proposers to complete and submit with each proposal. Failure to do so will result in a finding of non-responsiveness and rejection of that proposal.

For purposes of this solicitation, the Authority has established an overall combined goal of SEVEN percent (7%) for **Service-Disabled Veteran Owned Business (SDVOB)** participation.

2.8 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, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful proposer prior to commencing work.
3. Final designation of a proposer will depend on satisfaction of all additional RFP documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.

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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 the Authority or Syracuse Hancock 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 proposers, 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. Any such obligation or agreement 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. Mere 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 local law or regulation having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
9. Title VI Solicitation Notice: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4) and its related Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this RFP, will provide disadvantaged business enterprises a full and fair opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2.9 EVALUATION PROCESS

2.9.1 General Information

Upon receipt of proposals, the Authority and/or any Ad Hoc Committee it shall appoint for reviewing proposals ("Committee") will review each Proposal and may recommend a Proposer(s) to the Board of the Authority to be awarded a contract to provide the required services at the Airport.

Proposers should be willing and able to provide additional information that may be required by the Authority or its Committee. Also, interviews and office visits may be requested at the discretion of the Authority/Committee.

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Upon review of proposals submitted by Proposers, the Authority/Committee may, at its discretion, submit to Proposers written questions and requests for clarification relating to their Proposals. Proposers will be provided the period of time in which the written responses to the Authority's requests for clarification must be completed.

Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Proposer will be allowed to alter its proposal or add information.

2.9.2 Submission Review

The Authority/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.

2.9.3 Proposal Review Criteria

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

1. Project understanding and approach as demonstrated in the Preliminary Assessment (described further in Exhibit A)
2. The Proposer's specific experience, stability and history of performance providing the requested services similar to those under consideration.
3. The availability of adequate personnel to provide the requested services safely and efficiently.
4. The Proposer's approach to the planning, organization, supervision, and management of the requested services at the Airport, including communications procedures, problem-solving approaches, costing and other level-of-service factors.
5. The Proposer's proposed fee for the services requested herein with a breakdown of those fees as they relate to discrete tasks or phases of the work to be performed as outlined further in Exhibit D
6. Commitment to consistently maintain the highest standards of performance and the expeditious resolution of problems and complaints.
7. The financial stability of Proposer's organization.
8. The recommendations and opinions of each Proposer's previous customers or clients.
9. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits.
10. The proposer's past experience at the Syracuse Hancock International Airport.
11. Information provided at interview (if required).

As stated above, the selection criteria 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

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all services proposed and meets the requirements of this RFP. The total estimated contract value for the services provided will be derived from the successful proposer's proposed fee.

The Committee will evaluate each proposal based on a "Best Value" concept which is a basis for awarding contracts for purchases of goods, equipment, services, concessions and leases of land which prioritizes cost, quality, and efficiency in obtaining various goods and services from responsive and responsible providers. In determining Best Value, non-cost factors may be considered, including, but not limited to, reliability of a product; efficiency of operation; difficulty/ease of maintenance; useful life of a good; ability of a provider to provide timely performance; and experience of a provider.

The Authority and its review committee will determine which proposal(s) 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. Qualified staff/individuals will evaluate all submitted proposals. The Authority may request clarification of a proposal.

2.9.4 Reservation of Rights

The Authority reserves the right to:

- (i) withdraw or cancel the RFP at any time and at its sole discretion;
- (ii) reject any or all proposals received in response to this RFP;
- (iii) 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;
- (iv) make an award under the RFP in whole or in part;
- (v) disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- (vi) seek clarifications and revisions of proposals;
- (vii) use proposal information obtained through site visits, management interviews and the Authority's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- (viii) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- (ix) prior to the bid opening, direct proposers to submit proposal modifications addressing subsequent RFP amendments;
- (x) change any of the scheduled dates;

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- (xi) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers;
- (xii) waive any requirements that are not material;
- (xiii) negotiate with the successful proposer within the scope of the RFP in the best interests of the Authority;
- (xiv) conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating with the selected proposer;
- (xv) utilize any and all ideas submitted in the proposals received;
- (xvi) unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 60 days from the bid opening; and,
- (xvii) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
- (xviii) waive or modify minor deviations in the proposals received after prior notification to the Proposers;
- (xix) request best and final offers; and
- (xx) 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 negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFP process.

The foregoing is a non-exhaustive list of the Authority's rights and remedies, all of which are hereby expressly reserved whether or not specifically listed.

2.9.5 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.

2.9.6 INSURANCE REQUIREMENTS

The selected Contractor shall be required to purchase at its own cost and expense and maintain at all times for the duration of the contract with the Authority, insurance coverage as specified below. Additional coverage may apply as necessary.

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The Contractor shall obtain and for the duration of the contract, maintain a Commercial General Liability insurance policy including contractual liability coverage, with minimum limits of:

- Bodily Injury and Property Damage Limit \$2,000,000 each occurrence
- Products/Completed Operations Aggregate \$4,000,000 aggregate
- General Aggregate \$4,000,000 applicable on a per project basis

The General Liability policy shall name the Authority and the City of Syracuse and their respective members, officers, staff, and employees as additional insureds for both ongoing and completed operations.

The Contractor shall obtain and maintain workers' compensation and employer's liability insurance policy or policies covering its obligations in accordance with the provisions of New York Workers' Compensation Law, including Article 9 of New York Workers' Compensation Law, known as the Disability Benefits Law, and any and all rules, regulations and procedures promulgated pursuant to the New York Workers' Compensation Law.

The Contractor shall obtain and maintain a commercial umbrella/excess insurance policy with annual aggregate coverage of at least _____ Dollars (\$_____) for the commercial general liability. The schedule of underlying insurance, additional insured follow form or its equivalent and endorsements must be provided to the Authority.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

After a proposer(s) is recommended by the Authority's review committee, and if necessary approved by the Authority's Board, an agreement incorporating the agreed upon compensation and scope of services and other relevant terms will be drafted by the Authority's counsel and submitted to the successful proposer.

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ATTACHMENTS TO PROPOSAL

Project Background and Scope of Work – Exhibit A

Syracuse Regional Airport Authority Non-Collusive Proposal Certification – Exhibit B

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees
- Tax Delinquency and Felony Convictions
- Trade Restrictions

Bidder's Statement of Previous Contracts Subject to EEO Clause

Certification for Receipt of Addenda

Statement of Surety's Intent

Contractor's Stormwater Pollution Prevention Plan Certification

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Disadvantaged Business Enterprise (DBE) Statement

Exhibit C – Disadvantage Business Enterprise (DBE) Program

- Form A-1 Bidder's List Collection Form (Bidder's Information)
- Form A-2 Bidder's List Collection Form (Subcontractor's Information)
- Form B-1 Contractor's DBE Plan
- Form B-2 DBE Letter of Intent Form
- Form B-3 DBE Solicitation Log / Good Faith Effort Requirements / Sample Letter
- Form C Monthly DBE Participation Report
- Form D Subcontractor's Prompt Payment Certification
- Form E DBE Participation Summary

Safety Plan Compliance Document (SPCD) Certification

Bid/Proposal Signoff Sheet

Exhibit A

PROJECT BACKGROUND AND SCOPE OF WORK

Syracuse Hancock International Airport (SYR) is experiencing significant growth and increase in aviation demand. With the announcement of the \$100 Billion Micron Semi-Conductor manufacturing facility in the Syracuse area, the Syracuse region is expected to experience significant impacts. SYR is currently in the process of completing the airport's first Master Plan Update since 2006, with an expected completion date of December 2023.

SYR has deployed a sustainability initiative to increase energy efficiency and cut emissions. This will involve replacing outdated, inefficient HVAC systems, as well as inefficient windows and siding (windows and siding to be addressed in separate RFP) that are original to the terminal with a modern efficient HVAC system, thermal windows and insulated siding (windows and siding to be addressed in separate RFP). This will help meet sustainability goals, while reducing the sizable cost of heating and cooling the terminal, particularly during Central New York's harsh winters. The passenger experience will be improved by reducing winter draftiness and ensuring stable temperatures in the summer.

The Airport is sectioned into three different sections for both floors which includes the North Concourse, the Main/Central Terminal, and the South Concourse and is heated and cooled using a variety of different methods.

North Concourse

The North Concourse is mainly heated by water source heat pumps (WSHPs) with supplemental heating provided by a heat exchanger and supplemental cooling provided by a cooling tower. Both floors of the north concourse portion of the facility are mainly heated by multiple distributed Carrier 50PC compact WSHPs. These loops run at 100% with no variable drives and have supplemental heating provided by a heat exchanger which obtains heat from the main boiler room. The main source of cooling is provided by 4 AHUs. Supplemental cooling for the loop is provided by a cooling tower which has no speed drivers on the fan.

Main/Central Terminal

The Main/Central Terminal is served by 10 air handling units (AHUs) which provide heating and cooling to the area. Both floors of the Main/Central terminal are mainly heated and cooled by a total of 10 AHUs, the first 9 units being equipped with heat recovery. The main boiler room on the first floor contains AHU-1 through AHU-4 along with AHU-10. It also contains a total of 3 main chilled water pumps and 3 main hot water pumps, which are running at 17-20% capacity due to their large size as they were most likely sized to meet the demands of the entire facility as opposed to just the main/central area. The main boiler room also contains 4 Buderus condensing hot water boilers.

South Concourse

A portion of the second floor South Concourse is heated by electric baseboard heaters while cooling is supplied by a Carrier chiller coupled to a BAC cooling tower. Heating and cooling for the remainder of the south concourse is supplied by five Carrier rooftop units. On the first floor, the South Concourse is predominately cooled by two once-through WSHP's requiring continuous flow of City of Syracuse water. The electric boiler meant to serve the area is not in

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service, therefore there is very limited heating being supplied to the area. In a chiller plant, additional cooling to the facility is supplied by the main chiller plant which contains three 500-ton McQuay air-cooled units located on the roof above the main boiler mechanical room.

Heating for the second floor South Concourse is provided by electric baseboard heaters for Gates 1, 3, 12, and 14. Cooling for this portion is supplied by a Carrier chiller coupled to a BAC cooling tower. Chilled water is provided to 2 large fan coil units for space conditioning. No heat or reheating is provided to the fan coil units. The remainder of the second-floor south concourse, which includes Gates 5, 6, 8, 9, 10, and 11 is supplied by five Carrier rooftop units for heating and cooling. The main source of cooling for the first floor is provided by two once-through heat pumps requiring continuous flow of City of Syracuse water. The electric boiler meant to serve the area is not in service, therefore there is very limited heating being supplied to the area. There are also old AHUs that are out of service and not in use. There is no exhaust, no return, and no makeup. In a chiller plant located on the roof of the central/main terminal, additional cooling to the facility is supplied by the main chiller plant which contains three 500-ton McQuay units. During peak cooling season, 2 units run at a time with the third unit being backup. There is a spot for a 4th unit which is not currently occupied. The chilled water supply is on a temperature reset schedule.

Equipment	Manufacturer / Model	Quantity - Capacity
Chillers	McQuay / AWS500BTHEVNN-ER10	3 - 500 ton cooling (2009)
	Carrier / 30HXC096R--660--	1 - 94 ton cooling (2004)
Boilers	Buderus / SB735-1200	4 - 4,079 MBTU/hr output (2011)
Air Handling Units	XeteX / XC-40(20)-54-E-BP-RC-035	2 - (AHU-1, AHU-7) 7,020 SCFM, Recovery: 466.79 MBH (Winter) 98.54 MBH (Summer)
	XeteX / XHS-60(35)-60-BP-CW-HW-SF-RC	2 - (AHU-2, AHU-4) 29,345 CFM, Recovery: 616 MBH (Winter)
	XeteX / XHS-60(35)-48-BP-CW-HW-SF-RC	135 MBH (Summer) 1 - (AHU-3) 32,150 CFM, Recovery: 534 MBH (Winter)
	XeteX / XC-40(20)-48-E-BP-RC-035	117 MBH (Summer) 2 - (AHU-5, AHU-6) 6,365 CFM, Recovery: 434,779 BTU/hr (Winter) 87,409 BTU/hr (Summer)
	XeteX / XC-40(20)-42-E-BP-RC-035	1 - (AHU-8) 5,020 CFM, Recovery: 333.79 MBH (Winter) 70.33 MBH (Summer)
Rooftop Units	Carrier / 48HJR0099-6-RY	1 - (RTU-1) 8.5 tons, 73,800 BTUh
	Carrier / 48AKT040PDQ611JG	1 - (RTU-2)
	Carrier / 48AKT040PDQ611JG	1 - (RTU-3)
	Carrier / 48HJR0079-6-RY	1 - (RTU-4) 6 tons, 66,420 BTUh
	Carrier / 48HJM017G-6B1BA	1 - (RTU-5) 15 tons, -223,000 BTUh
Notable Pumps	CHWP / B&G HSC3 940 15.9 6X8X17L	3 - 125 HP - constant speed
	HWP/ B&G HSCS 940 12.6 4X6X14A	3 - 75 HP - constant speed
	WSHP Loop / B&G e-1510 2BD-4P-BP	4 - 3 HP - constant speed

HVAC REPLACEMENT RFP# 2023-06

The scope of services for the Project includes the following:

- Review of existing HVAC studies, as-builts and other documentation
- HVAC systems in the following areas of the Airport (Exhibit E) :
 - o Zone 1 = North Concourse 1st Floor
 - o Zone 2 = North Concourse 2nd Floor
 - o Zone 3 = South Concourse 1st Floor
 - o Zone 4 = South Concourse 2nd Floor - Gates 1, 3, 12 & 14
 - o Zone 5 = South Concourse 2nd Floor – Gates 5, 6, 8, 9, 10 & 11
 - o Zone 6 = Main/Central Terminal
- Replacement of existing HVAC systems to include innovative design & operational opportunities for efficiency. This is to be a turnkey solution.
- As-needed design/engineering services to include, but not limited to:
 - o Air flow studies of each location as defined above
 - o Equipment surveys/assessments
 - o New product installation and O&M specifications
 - o Stamped drawings for
 - HVAC
 - Mechanical Piping
 - Electrical
 - P&ID
- Installation & removal of all associated materials & equipment. Contractor shall provide comprehensive demolition, construction, and commissioning services necessary for a complete, high-quality installation. Responsibilities shall include, but not be limited to the following:
 - o Weekly status meetings to include updated schedule of values and detailed work plans with the Authority.
 - o Obtain all required permits before work commences.
 - o Complete all necessary preparation work.
 - o Maintain hot water in the building throughout demolition and construction
 - o Coordinate all rigging services, or any other activity that impacts the facility's parking and grounds with the Authority with pre-approval of work plan and date(s).
 - o Removal and disposal of any existing boilers and related piping, air ducts, dampers, electrical, gas, fuel oil and surrounding impacted areas
 - o The assessment and removal of any hazardous material (e.g. asbestos, lead, Polychlorinated Biphenyls) are part of scope of work and needs to follow all applicable regulations.
 - o Site preparation
 - o Arranging to be on site for all major deliveries made to the Airport.
 - o Furnish, rig, and install new HVAC system equipment.
 - o Install any new combustion make-up air ducts in accordance with local and state codes directly to boilers.
 - o Install any new, dedicated electrical service to serve new equipment, if required.

HVAC REPLACEMENT RFP# 2023-06

- Train Authority personnel on proper operation and maintenance of the new HVAC system and supply an O&M manual.
- Any additional services required to ensure a turnkey system is provided
- Creation of a Building Management System (BMS) for HVAC.
- Utility Savings Documentation
 - Methodology for quantification of utility savings
 - Track and record utility savings after new system is commissioned and in service

Areas of opportunity include: Boilers, Roof Top Units, Chillers, Electric Heat, etc. Final selected replacement equipment shall maximize energy efficiency to the extent possible.

MANDATORY Pre-Submission Meeting

All interested bidders must participate in a mandatory walkthrough of the site with Authority staff. The walkthrough will take place on Tuesday, May 23rd from 10:00AM – 3:00PM at Syracuse Hancock International Airport. RSVP is required to bids@syrairport.org by 2:00PM Friday, May 19th.

Preliminary Assessment

Based upon the Mandatory Pre-Submission Meeting and background information provided in this RFP, the Proposer shall include in its proposal an assessment of the existing HVAC system for the purposes of identifying system deficiencies and recommending solutions. Any available documentation on the existing systems will be provided by the Authority.

The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements, operations efficiency (including costs of operation), remaining system operational life, inadequate design, and any other deficiencies observed.

The assessment findings shall be included as part of each bidders proposal in electronic format (PDF).

The assessment shall include recommendations for HVAC system improvements and replacement, listing of the proposed systems and cost estimates, including future operating and maintenance costs. All recommendations shall be provided by each Zone.

Project Execution Schedule

The Proposer shall prepare a project execution schedule including each task and subtasks, milestones, and a schedule for progress meetings.

Individual schedules must be prepared for each Zone.

Project Phasing

Upon receipt and review of proposals, the Authority anticipates the contract award to include one or more Zones, depending primarily on cost-benefit analysis relative to available budget and funding.

Exhibit B

**SYRACUSE REGIONAL AIRPORT AUTHORITY
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

The bidder states that this proposal is based upon prevailing wages in Onondaga County, New York and in no case are wages considered less than those predetermined by the State and Federal Departments of Labor, schedules of which are contained in the Contract Documents.

The bidder proposes and agrees, if this Proposal is accepted, to contract in the form of contract specified with the Syracuse Regional Airport Authority (Owner), to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Surface Parking Lot Expansions project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents and Contract Drawings, to the full and entire satisfaction of the above said Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Contract Documents, for the unit prices listed for each item.

BIDDER, IF AN INDIVIDUAL:

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

BIDDER, IF A PARTNERSHIP (GIVE NAMES AND ADDRESSES OF EACH PARTNER):

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

PARTNER'S NAME: _____

PARTNER'S NAME: _____

BUSINESS ADDRESS: _____

BUSINESS ADDRESS: _____

PARTNER'S NAME: _____

PARTNER'S NAME: _____

BUSINESS ADDRESS: _____

BUSINESS ADDRESS: _____

BIDDER, IF A CORPORATION:

BY: _____
(Printed Name & Title)

(Signature)

CORPORATION
NAME: _____

ADDRESS: _____

(SEAL)

STATE OF CORPORATION

CHARTER: _____

PHONE NO: _____

DATE: _____

PRESIDENT'S
NAME: _____

BUSINESS
ADDRESS: _____

SECRETARY'S
NAME: _____

BUSINESS
ADDRESS: _____

TREASURER'S
NAME: _____

BUSINESS
ADDRESS: _____

PROCUREMENT LOBBYING FORM

1. Bidder/Offerer certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

Contractor DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
Pursuant to Procurement Lobbying Law (SFL §139-j)

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

_____ Yes _____ No

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

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

_____ Yes _____ No

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

_____ Yes _____ No

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

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

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

_____ Yes _____ No

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

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

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

4. Bidder/Offerer certifies that all information provided to the Syracuse Regional Airport Authority

with respect to State Finance Law Section 139-k is complete, true, and accurate.

Name of Bidder/Offerer: _____

Bidder's/Offerer's Business Address:

Bidder's/Offerer's Signature: _____ **Date:** _____

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

Print Name: _____

Title of Person signing this form: _____

(This form must be completed and submitted with the Proposal.)

RESOLUTION FOR CORPORATE BIDDERS

RESOLVED, that _____ be authorized
(Name of Officer)

to sign and submit the bid or proposal of this corporation for the following project:

Taxiway A Rehabilitation

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

_____ Corporation at a meeting of its Board of
Directors held on the _____ day of, 20__.

(Secretary)

(Seal)

(This form must be completed and submitted with the Proposal.)

BUY AMERICAN CERTIFICATION

The Contractor 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.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
 - a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

(Buy American form(s) must be completed and submitted with the Proposal.)

CERTIFICATIONS

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ **FAX NO.** _____

IRS EMPLOYER IDENTIFICATION NUMBER: _____

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$ 10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

* * * * *

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

* * * * *

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, 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 bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA 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.

* * * * *

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.

- (2) 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.
- (3) 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, sub-grants, 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.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark or "X" in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- (1) The Contractor represents that it is (___) is not (___) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) The Contractor represents that it is (___)is not(___) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If a Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District

Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and Includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TRADE RESTRICTION CERTIFICATION

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

- a. 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 (U.S.T.R.);
- b. 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 U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the 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 Contractor must require subcontractors provide immediate written notice to the 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 an Offeror or subcontractor:

- (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 U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror 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 contractor may rely 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 U.S.T.R, unless the Offeror 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 Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Printed Name & Title: _____

Signature: _____

Date: _____

(These certifications must be completed and submitted with the Proposal.)

**BIDDER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE AS
DESCRIBED IN APPENDIX E, SECTION A15**

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ____ has not ____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

(This form must be completed and submitted with the Proposal.)

CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P.O. Address: _____

Dated: _____

(This form must be completed and submitted with the Proposal.)

STATEMENT OF SURETY'S INTENT

TO: Syracuse Regional Airport Authority

We have reviewed the bid of _____
(Contractor)

Of _____
(Address)

for the **HVAC Rehabilitation** project for which bids will be received on or before: June 19, 2023 @ 4:00 p.m.

and wish to advise that should this Bid of the Contractor be accepted, and the Contract awarded to them, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

ATTEST: _____

Surety's Authorized Signature(s)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

ATTACH PROPOSAL GUARANTEE

ATTACH POWER OF ATTORNEY

**(This form must be complete and submitted with the Proposal.
Copies of this form may be filled out and attached to this page.)**

IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

(a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons, therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

5. Bidder or Proposer shall sign and notarize the attached “Certification of Compliance with the Iran Divestment Act” form with your proposal.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Owner receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Owner will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Owner shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Owner reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says
that he/she is the _____ of the _____
Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the
Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____, 20__

Notary Public: _____

(This form must be completed and submitted with the Proposal.)

HVAC REPLACEMENT RFP# 2023-06

Exhibit C

Disadvantage Business Enterprise (DBE) Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.

DISADVANTAGED BUSINESS ENTERPRISE:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. **A DBE contract goal of 7.0 percent has been established for this contract.** The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section VO-21.13.

As part of the Proposal, all Bidders or Offerors shall submit their Bidder's Information, which includes **Appendix C Forms A-1, A-2**. As a matter of responsibility, **within 5 days of the bid opening**. Bidders or Offerors shall submit the "Contractor's DBE Plan" and "DBE Letter of Intent Forms" from each of the DBE firms the Bidder or Offeror intends to use; **Appendix C Forms B-1, B-2, and B-3**. If the contract goal is not met. Bidder or Offeror shall include documentation of good faith efforts with its DBE Plan.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are included as part of this Proposal. The website for the Unified Certification Program directory in the state of New York is: <http://www.nvsucp.net/>

CERTIFICATION OF BIDDER/OFFEROR: The undersigned Bidder or Offeror will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

_____ The Bidder or Offeror is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The Bidder or Offeror, is unable to meet the DBE utilization goal stated above. However, we are committed to a minimum of _____ DBE utilization on this contract, and will include documentation demonstrating good faith efforts.

SMALL BUSINESS PARTICIPATION:

This Contract does not have a Small Business Element (SBE) set-aside.

IRS Number: _____

Signature and Titles



Appendix C

Disadvantaged Business Enterprise (DBE) Program

Syracuse Regional Airport Authority, owner of Syracuse Hancock International Airport, is required to comply with 49 CFR Part 26, Disadvantaged Business Enterprise (DBE) Program on federally-assisted projects. Please note, the following forms are required as part of this project.

Please use this checklist to ensure all forms are completed and submitted as required.

Project: _____

Form A – Bidder’s List Collection Form

*All bidders are required to complete and submit the Bidder’s List Collection Form **with the Bid Proposal**. SRAA will consider incomplete information to be an irregular proposal.*

Form A-1 – It is the responsibility of bidders to complete Form A-1 with the bidder’s information.

Form A-2 – It is the responsibility of bidders to complete Form A-2 with information regarding all subcontractor’s that bid or quoted on the project.

Form B – Good Faith Efforts

**Form B is required within 5 days of the bid opening as a matter of responsibility. Award of the contract will be conditioned on meeting this requirement.*

Form B1 - Contractor’s DBE Plan – must be signed by bidder.

Form B2 - DBE Letter of Intent - *one form must be completed for each DBE firm and must be signed by each DBE firm.*

Form B3 – Good Faith Effort Requirements – required if the DBE goal is not met.

**Provide a copy of Form B and any supporting documents to the Airport’s DBE Liaison Officer. (huntt@syraairport.org)*



Form C – Monthly DBE Report

Form C - The Monthly DBE Report is required on a monthly basis throughout the course of the project once an award has been made. An application for payment will be delayed if the monthly DBE report is not submitted.

Provide a copy of the completed Form C to the Airport's DBE Liaison Officer and the Airport's Fiscal Officer. (huntt@syraairport.org and watkinsr@syraairport.org)

Form D – Subcontractor's Prompt Payment Certification

Form D - The Subcontractor's Prompt Payment Certification is required at least 7 days prior to an application for payment. Any subcontractor failing to submit a copy of Form D will be cause for the delay of an application for payment.

Provide a copy of the completed Form D to the Airport's Fiscal Officer. (watkinsr@syraairport.org)

Form E – DBE Participation Summary

Form E - The DBE Participation Summary is required upon completion of the project. A separate form is required for each DBE firm utilized on the project and must be signed by the DBE firm. Final payment to the prime contractor will be delayed if this form is not completed.

Provide a copy of Form E to the Airport's DBE Liaison Officer and the Airport's Fiscal Officer. (huntt@syraairport.org and watkinsr@syraairport.org)



**BIDDER'S LIST COLLECTION FORM
(Bidder's Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: _____ AIP No. _____

Project Name: _____

Bidder's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year	<input type="checkbox"/> Less than \$500K
	_____		<input type="checkbox"/> 1-3 years	<input type="checkbox"/> \$500K - \$1M
	_____		<input type="checkbox"/> 4-7 years	<input type="checkbox"/> \$1-\$2M
	_____		<input type="checkbox"/> 8-10 years	<input type="checkbox"/> \$2-\$5M
	_____		<input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> More than \$5M

(This form must be completed and submitted with the Proposal.)



**BIDDER'S LIST COLLECTION FORM
(Subcontractor's Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

Airport Name: _____ AIP No. _____

Project Name: _____

Subcontractor's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M



Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

(This form must be completed and submitted with the Proposal.)



CONTRACTOR'S DBE PLAN

(Form B-1 and B-2 are due within 5 days of the bid opening and should be submitted to huntt@syraairport.org. Attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer. Award of the contract is conditioned on meeting this requirement.)

Airport Name: _____

Project Name: _____

FAA AIP Project No: _____

Total Bid Amount: \$ _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Printed name of signer: _____

Printed title of signer: _____

DBE UTILIZATION SUMMARY

	<u>DBE Contract Amount</u>		<u>DBE Value</u>	<u>Contract %</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %	
DBE Subcontractors	\$ _____ x 1.00 =	\$ _____	_____ %	
DBE Suppliers	\$ _____ x 0.60 =	\$ _____	_____ %	
DBE Manufacturers	\$ _____ x 1.00 =	\$ _____	_____ %	
* Total Proposed DBE Participation		\$ _____	_____ %	
Established DBE Goal		\$ _____	_____ %	

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: _____
 (Signature of Bidder's representative) (Title)



DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: _____

FAA AIP Project No: _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Certifying Agency: _____ Expiration Date: _____
 (DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Disadvantaged Group (check one):

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcont. Asian American <input type="checkbox"/>
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-Minority <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value

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

Affirmation:

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

By: _____
 (Signature of DBE firm's representative) (Title)

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



DBE SOLICITATION LOG

Project:

Contractor Name:

E-Mail

Telephone No.

DBE Firm Name & Contact	Telephone No. & e-mail	Description of Work	Date(s) of Contact	Method(s) of Contact	Explanation for not using DBE firm

See attached Good Faith Effort Requirements.



Good Faith Effort Requirements

In accordance with Appendix A of 49 CFR, Part 26, the following supporting documentation is required if the DBE goal is not met. This supporting documentation must be submitted to SRAA along with Form B-1 Contractor's DBE Plan and Form B-2 DBE Letter of Intent.

1. A letter summarizing your anticipated DBE participation, why the goal isn't being met, and any other basis for not meeting the goal.
2. The names of general circulation, trade association, and DBE-oriented publications in which you solicited certified DBE firms for the purpose of complying with the DBE requirement.
3. A list identifying the dates that all solicitations for certified DBE participation were published in the above-noted publications.
4. A listing of all certified DBE firms identified in the NYS UCP DBE Directory. This listing should document firms that were solicited, how the DBE firm was solicited and any information regarding responses or lack of response.
5. Copies of any correspondence as proof that solicitations were made in writing.
6. Copies of any responses made by certified DBE firms to your solicitations.
7. Provide documentation of any negotiations that occurred with DBE firms.

The attached DBE Solicitation Log is required along with your letter summarizing your good faith efforts.

Date:

Ms. Tori Hunt
Syracuse Regional Airport Authority
1000 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Re: Syracuse Hancock International Airport
[Project Name]
DBE Good Faith Efforts Documentation

Dear Ms. Hunt:

As indicated in our bid proposal, we are unable to meet the DBE utilization goal of _____%. We are committed to a minimum of _____% DBE utilization on this contract.

We offer the following explanation for not meeting the DBE goal:

We have attached a copy of completed Forms B-1, B-2 and B-3 along with information documenting our good faith efforts to meet the DBE goal established on this contract for your review and consideration of approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Contractor

Name
Title

Enclosures

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____
 COUNTY: _____
 CONTRACT ID NO.: _____
 CONTRACTOR: _____

REPORT NO.: _____

NOTICE TO PROCEED: _____
 DATE WORK BEGAN: _____
 CONTRACT \$ AMOUNT: _____
 DBE \$ AMOUNT: _____ \$ 0.00

DBE REQUIRED %: _____
 % DOLLAR COMPLETE: _____
 % PROJECT COMPLETE: _____

31-Jan <input type="radio"/>	31-Jul <input type="radio"/>
28-Feb <input type="radio"/>	31-Aug <input type="radio"/>
31-Mar <input checked="" type="radio"/>	30-Sep <input type="radio"/>
30-Apr <input type="radio"/>	31-Oct <input type="radio"/>
31-May <input type="radio"/>	30-Nov <input type="radio"/>
30-Jun <input type="radio"/>	31-Dec <input type="radio"/>

S = SUPPLIER SC = SUBCONTRACTOR

APPROVED DBE			VENDOR ID		DESCRIPTION OF WORK	
S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS		PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
1						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
2						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
3						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
4						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
5						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
6						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RN COLUMN TOTALS:		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00
RC COLUMN TOTALS:		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00

TOTAL % PAID TO DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME. ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

(Submit Form C to the Airport's DBE Liaison Officer (huntt@syraairport.org) and Fiscal Officer (watkinsr@syraairport.org))



SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. **A completed copy of this form shall be submitted to the Fiscal Officer (watkinsr@syraairport.org), the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment.** Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application. Reference Section 70-21, Item 12 for information on 49 CFR §26.29 with regard to Prompt Payment.

Should a Subcontractor indicate that they have not received payment for work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

Project Title: _____

Airport Name: _____

AIP No.: _____

Company Name: _____

Company Address: _____

_____ Contact Phone No.: _____

Contractor's Name you subcontract to: _____

1. Have you performed work on this project within the last 30 days? Yes ___ No ___

2. Has the work you performed within the last 30 days been completed and accepted by the Engineer?
Yes ___ No ___ Not sure ___

3. Have you been paid by the contractor you subcontracted with for the work you performed?
Yes ___ No ___

4. Estimated value of work performed in which you did not receive payment: \$ _____

5. Have you completed all work that you are required to perform on this contact? Yes ___ No ___

Written Name of Subcontractor's Rep. _____

Signature: _____ Date: _____



**DISADVANTAGED BUSINESS ENTERPRISE
DBE PARTICIPATION SUMMARY**

(Submit one form for each DBE Firm.)

(Submit completed forms to huntt@syraairport.org and watkinsr@syraairport.org.)

Airport Name/Project _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person

Name: _____ Phone: _____

DBE Certification Agency: _____

Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

- | | |
|--|--|
| <input type="checkbox"/> Black American | <input type="checkbox"/> Asian-Pacific American |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Non-Minority Women |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Other (i.e. not of any group listed here) |
| <input type="checkbox"/> Subcontinent Asian American | |
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Subcontractor | |

Work items performed by DBE	Description	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above.
The actual participation is as follows:

Total amount paid to DBE Firm: \$ _____ Percent of Contractor's total contract: _____ %

Affirmation:

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: _____
(Signature) (Title)

HVAC REPLACEMENT RFP# 2023-06

Exhibit D

Pricing Proposal Form

Provide pricing information as follows:

Zone	Guaranteed Maximum Price
1 – North Concourse 1 st Floor	
2 – North Concourse 2 nd Floor	
3 – South Concourse 1 st Floor	
4 – South Concourse 2 nd Floor - Gates 1, 3, 12 & 14	
5 – South Concourse 2 nd Floor – Gates 5, 6, 8, 9, 10 & 11	
6 – Main/Central Terminal	

HVAC REPLACEMENT RFP# 2023-06

Exhibit E

HVAC System Zone Maps

Syracuse Hancock International Airport

1000 Col. Eileen Collins Blvd
 Syracuse, NY | 13202
 www.syrairport.org



DRAWING **NOTES**

This drawing is a planning exhibit and is not intended to serve as an Engineering document.

Syracuse Regional Airport Authority does not guarantee the accuracy of the drawing to scale. Please use caution when referencing this drawing.

All design drawings submitted to the Syracuse Regional Airport Authority must meet CAD standards set herewith.

No.	Revisions	Date	Initials

Drawn On: May 15, 2023

Drafted By: TANNER DEWOLF

Approved By: _____

Project Info

Name: HVAC UPGRADES RFP# 2023-06

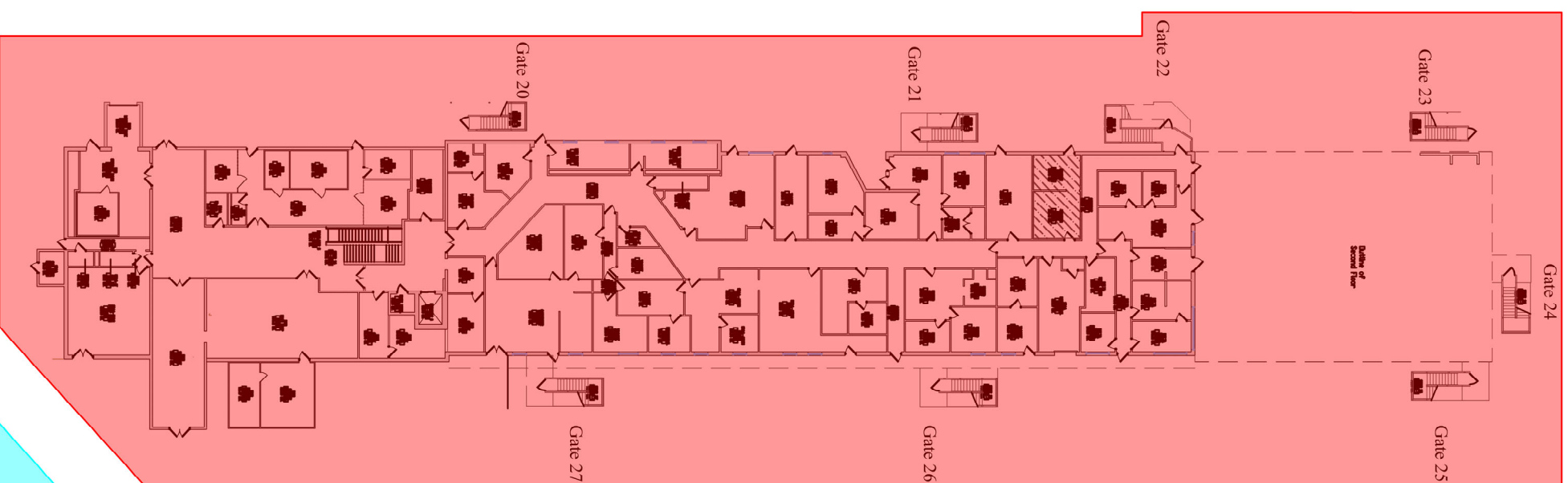
Department: Planning&Development

1ST FLOOR TERMINAL/CONCOURSE

Sheet: 1 OF 2

Scale: NOT TO SCALE

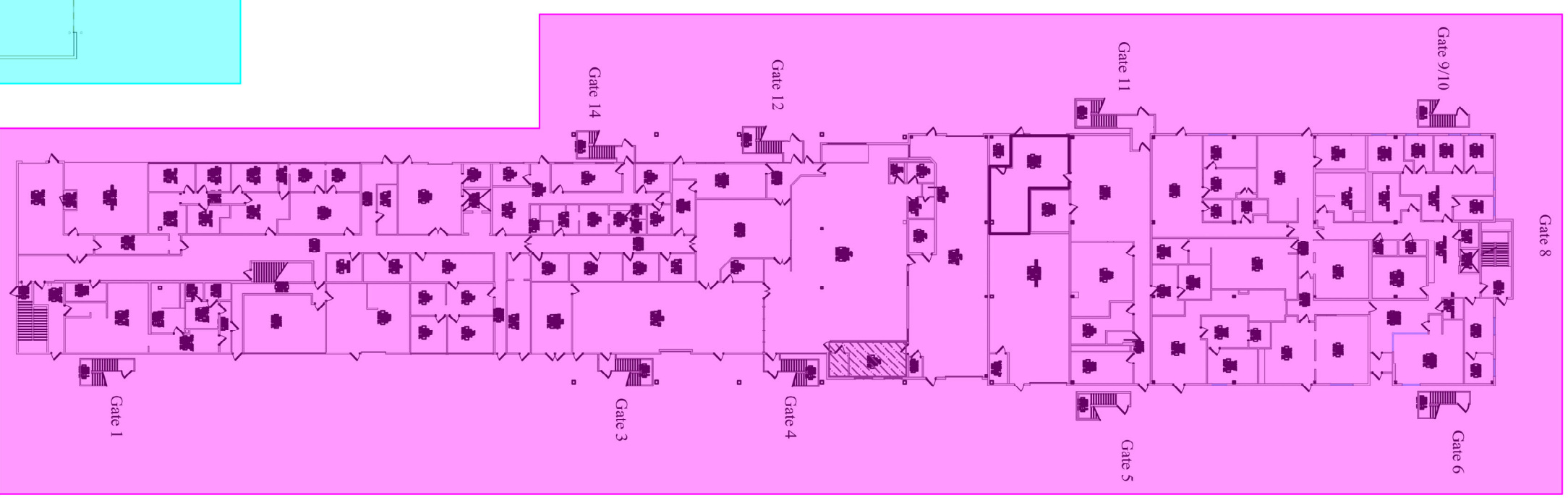
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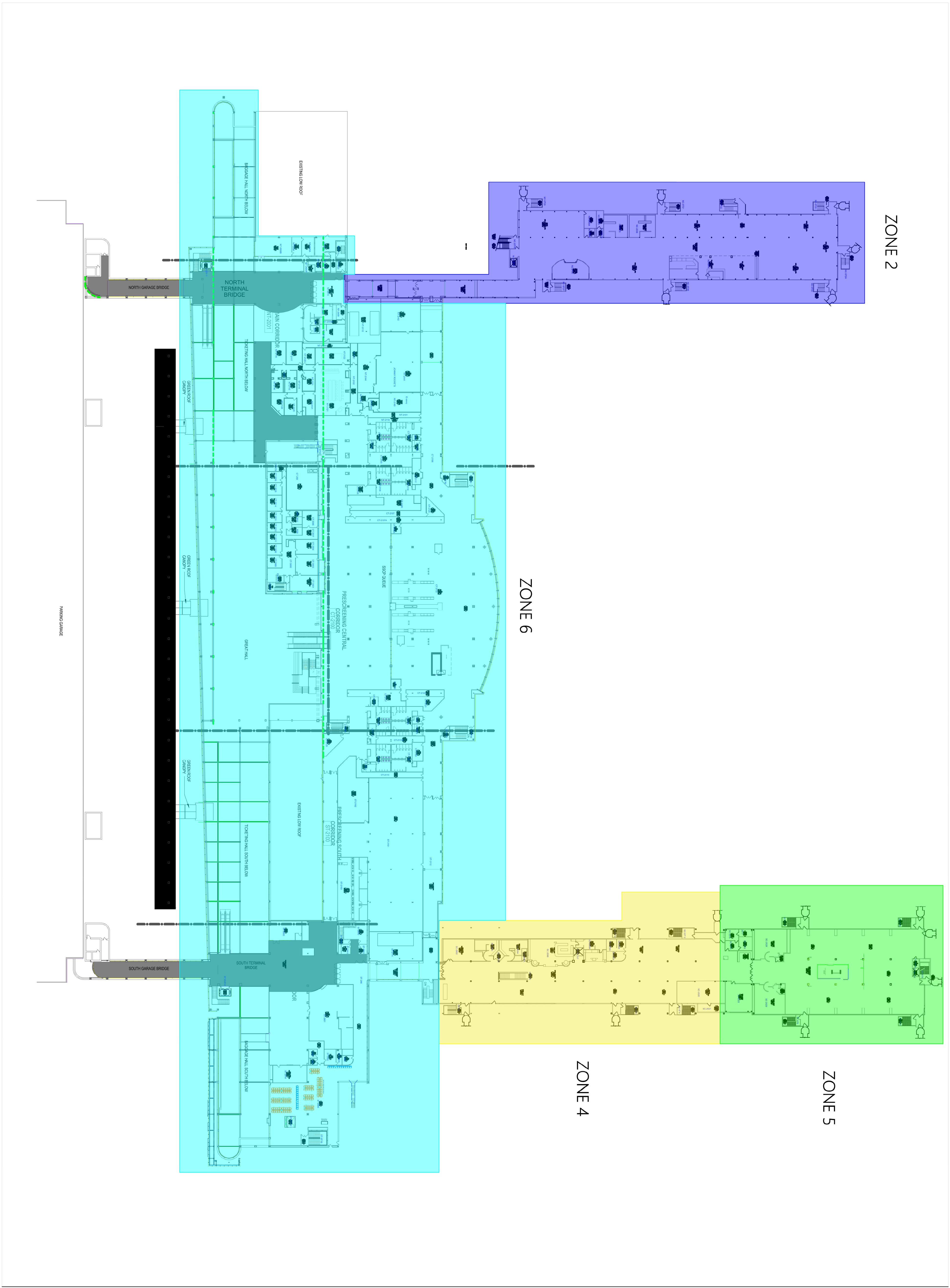


ZONE 6



ZONE 3





ZONE 2

ZONE 6

ZONE 5

ZONE 4

Syracuse Hancock International Airport

1000 Col. Eileen Collins Blvd
Syracuse, NY | 13202
www.syrairport.org



DRAWING

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Drawn On: May 15, 2023

Drafted By: TANNER DEWOLF

Approved By:

Project Info

Name: HVAC UPGRADES RFP# 2023-06

Department: Planning&Development

2ND FLOOR TERMINAL/CONCOURSE

Sheet: 2 OF 2

Scale: NOT TO SCALE

SECTION 03 – PROPOSAL

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: _____

Project Name: _____

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SCPD) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I will provide the information required in the SCPD prior to the start of construction work, if awarded this Contract, and that I will provide any additional information requested by the Owner.

Printed Name of Signer

Signature

Title

Date

(This form must be completed and submitted with the Proposal.)

BID/PROPOSAL SIGN-OFF

SHEET

Please check off and sign for items below and **submit** this required sheet with your bid/proposal response; the bid/proposal maybe rejected if the required documents are not included with the response.

	DONE	INITIALS
1.	Bid/Proposal sheets completed and enclosed	
2.	One (1) Original and One (1) Copy of completed Proposal Forms enclosed, along with a flash drive or CD containing a copy of the completed proposal and all required forms in PDF format.	
3.	Bid Bond enclosed	
4.	References and Financial Data (per General Conditions Section XV)	
5.	Certification for Receipt of Addenda (if issued)	
6.	Bidder's/Subcontractor's Information completed and enclosed (DBE Appendix C Form A-1 and A-2)	

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Authority, and;
4. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Telephone

Fax

Email Address for Contact Person

(Remit to address (if different than above))

Signature of Authorized Person Submitting Bid

END OF SECTION