

Hyperspace Vending Area RFP# 2023-08



REQUEST FOR PROPOSALS BY SYRACUSE REGIONAL AIRPORT AUTHORITY

Hyperspace Vending Area

RFP REFERENCE # 2023-08

Issued: 06/07/23

Submission Deadline: July 7th

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 Wednesday, July 7th.

PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE ADDRESSED TO:

bids@syraairport.org

PLEASE PRINT THE WORDS “RFP REFERENCE # 2023-08” 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 General Contracting services to furnish and install all items shown on the Hyperspace Vending Drawings, specifications and Exhibits.

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:

- Wednesday, June 7 – Issuance of Request for Proposals
- Wednesday, June 21 – Mandatory Walkthrough
- Wednesday, June 28, 4:00PM – Questions/Clarification Submission Deadline
- Wednesday, July 07, 4:00PM – Proposal Submission Deadline
- July 7th– July 14th – Proposal Evaluation Period and Proposer Interviews (if applicable)
- No earlier than July 17st – Notice of Award by the Authority
- No earlier than July 24th – Execution of Contract

Please note: The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will 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.syrsvaa.com/bids-rfp-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 **Wednesday, June 28, 4:00PM** 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 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

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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.syrsgaa.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 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.

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1.9 Submission Due Date

Proposals must be received via email no later than **Wednesday, July 07, 4:00PM** at:

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@syraairport.org Please indicate RFP Reference # **2023-08** 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 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

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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://syrssaa.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

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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 THIRTY percent (**30%**) for Minority/Women Business Enterprises (M/WBE) and SIX percent (6%) for Service-Disabled Veteran Owned Businesses (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.
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.

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- 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.

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

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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, (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 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.

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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;
- (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;

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(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.

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 (per occurrence) \$ 2,000,000
- Combined Single Limit.
- Products / Completed Operations Aggregate \$4,000,000
- General Aggregate \$4,000,000
- 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

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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 one million Dollars (\$1,000,000) 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.

Exhibit A

PROJECT BACKGROUND AND SCOPE OF WORK

SYR has worked with the Rochester Institute of Technology (RIT) to create a Greater Passenger Experience through the use of a vending and rest area. RIT created a 3D virtual tour through the new space which is supplemental to the drawings. The passenger experience will be improved by adding this Vending Area into the Center Terminal for all.

The scope of services for the Project includes the following:

- Furnish all materials, equipment, testing, and labor as shown on the RFP documents (Drawings, Video). Virtual Video Tour of Vending Area available within RFP on SRAA's website <https://syrsraa.com/>. Or <https://syrairport.org/>

- - o Obtain all required permits (fee paid by Contractors) before work commences.
 - o Complete all necessary preparation work to include at a minimum: Notice of Award, Signed Contract, Insurance Certificate, Permit (all scopes), construction schedule, schedule of values, pre-construction meeting attendance, MWBE/SDVOB Goals, submittals, etc. prior to any construction activities.
 - o Installation of work shall be City of Syracuse Code Compliant and per Construction Industry Standards.
 - o Furnish and install vending machine backdrops, island countertops, shelving, furniture, tables, chairs, Armstrong Clouds, doors and hardware, electrical supply, outlets, plumbing, masonry, and wood veneer, etc. as shown on Bid Documents, with all systems to be complete and functional.
 - o Maintain temporary barriers to ensure customer comfort throughout demolition and construction. Includes furnish, installation and removal.
 - o Removal and disposal of all packaging/construction debris from site.
 - o Certificate of Occupancy and Closeout

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 June 21th at Syracuse Hancock International Airport. RSVP is required to stokesj@syrairport.org by June 20th.

Project Execution Schedule

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

Schedule shall show the following milestones: contract date, submittals, material lead times and deliveries, temp wall construction, Construction, Turnover.

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Project Phasing

Hyperspace vending is a single phase project located within the Center Terminal.

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

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Title of Respondent's Authorized Person

Exhibit C

Pricing Proposal Form

Provide pricing information as follows:

Task	Lump Sum Price
Hyperspace Vending Project	

SYRACUSE HANCOCK INTERNATIONAL AIRPORT

VENDING PROJECT

SYRACUSE HANCOCK INTERNATIONAL AIRPORT



VENDING PROJECT

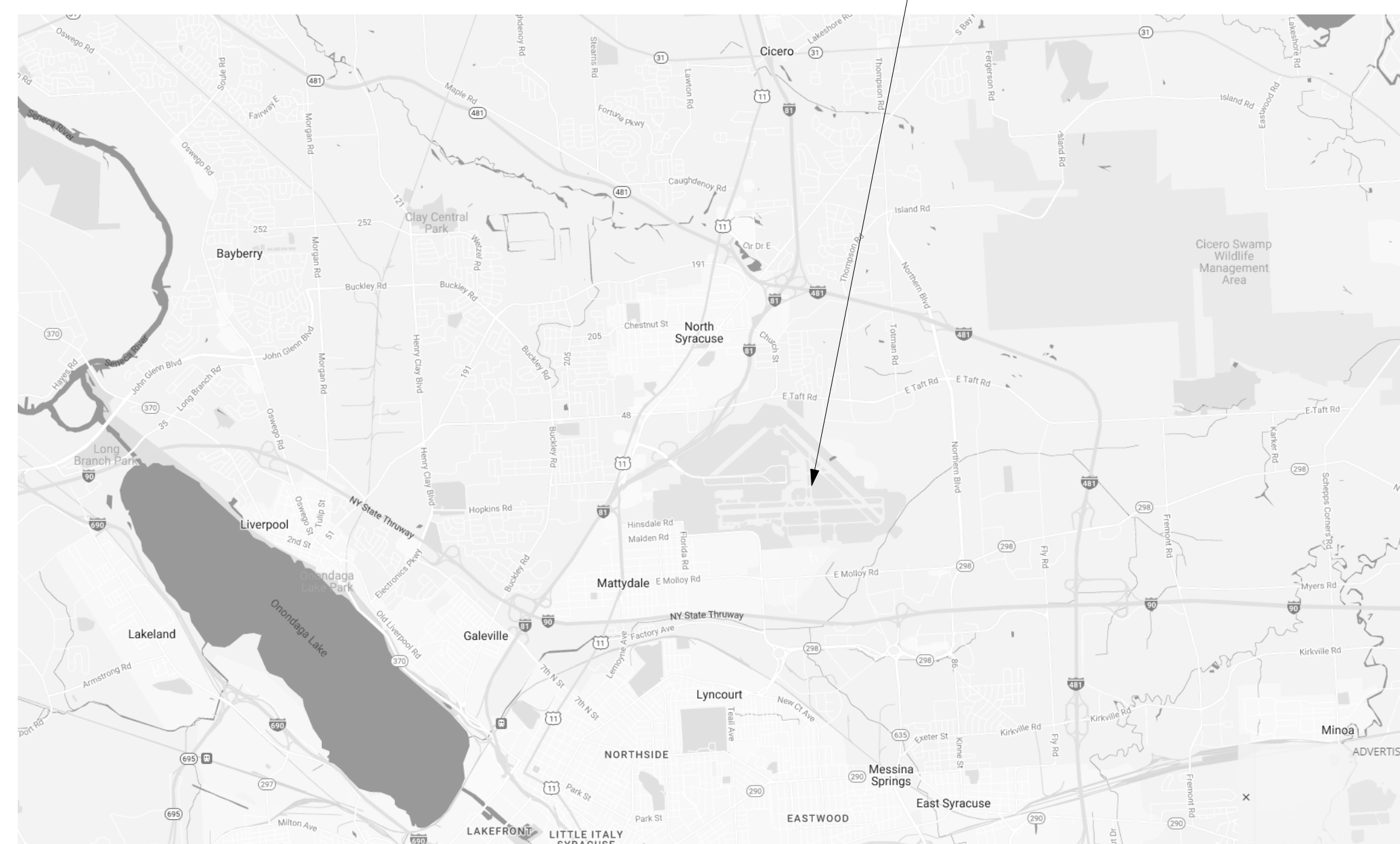


SEI design group

585.442.7010 - 224 Mill St. - Rochester, NY 14614
518.435.2467 - 187 Wolf Rd., Suite 304 - Albany, NY 12205
607.304.4550 - 2 Court St., Suite 404 - Binghamton, NY 13901

SYRACUSE INTERNATIONAL AIRPORT

1000 Colonel Eileen Collins Blvd, Syracuse, NY 13212



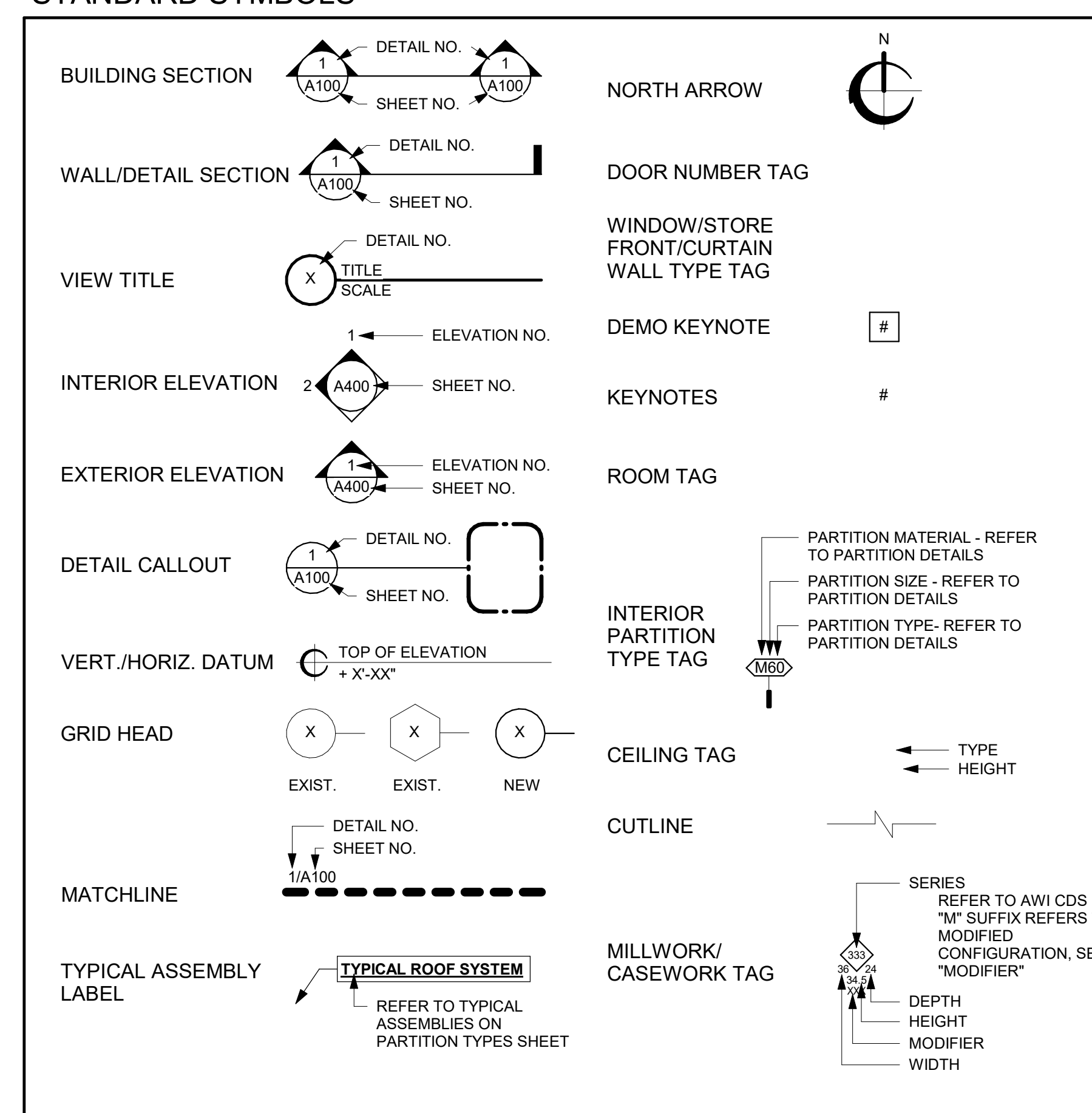
LIST OF DRAWINGS

ARCHITECTURAL	
A1111	PARTIAL FIRST FLOOR PLAN - AREA A
A1131	PARTIAL FIRST FLOOR REFLECTED CEILING PLAN - AREA A
A1400	INTERIOR ELEVATIONS AND PARTITION TYPES

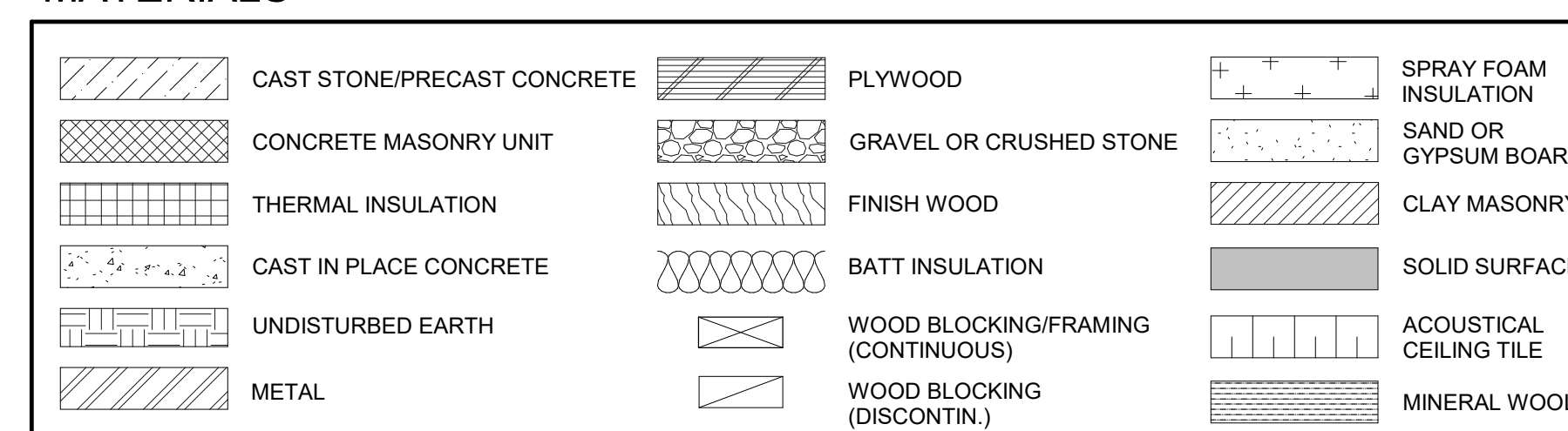
ABBREVIATIONS

ACCESS.	ACCESSIBLE	EA.	EACH	L.	LENGTH, LONG	R.	RISER, RADIUS
A.C.M.	ASBESTOS-CONTAINING MATERIAL	E.C.	ELECTRIC(AL) CONTRACT(OR)	LAV.	LAVATORY	R.D.	ROOF DRAIN
A.C.P.	ACOUSTICAL CEILING PANEL	E.F.	EXHAUST FAN	LB.	POUND	REQ.	REQUIRE (ED)
A.C.T.	ACOUSTICAL CEILING TILE	E.I.F.S.	EXT. INSUL. & FINISH SYSTEM	L.F.	LINEAR FOOT	REINF.	REINFORCE(D)(ING)
ADJ.	ADJACENT	E.J.	EXPANSION JOINT	L.G.	LAMINATED GLASS	REV.	REVISE(D)(TION)
A.F.F.	ABOVE FINISHED FLOOR	ELEC.	ELECTRIC	L.H.	LEFT HAND	R.H.	ROOF HATCH, RIGHT HAND
A.H.U.	AIR HANDLING UNIT	ELEV.	ELEVATION, ELEVATOR	LN.	LINEAR(L)	R.L.	ROOF LEADER
ALT.	ALTERNATE	EM.	EMERGENCY	LL.	LIVE LOAD	RM.	ROOM
ALUM.	ALUMINUM	ENCL.	ENCLOSURE	LL.H.	LONG LEG HORIZONTAL	R.W.	RESCUE WINDOW
ANOD.	ANODIZED	ENG.	ENGINEER	LL.V.	LONG LEG VERTICAL	S.C.	SOLID CORE
APPROX.	APPROXIMATE	EQ.	EQUAL	L.V.	LOW VOLTAGE	SCHED.	SCHEDULE(D)
ARCH.	ARCHITECT	EQUIP.	EQUIPMENT	LVR.	LOUVER	S.D.	STORM DRAIN
ASB.	ASBESTOS	E.T.R.	EXISTING TO REMAIN	MATL.	MATERIAL	S.F.	SQUARE FEET
AUTO.	AUTOMATIC	EXP.	EXPANSION	MAX.	MAXIMUM	SIM.	SIMILAR
B.SMT.	BASEMENT	EXST.	EXISTING	M.C.	MECHANICAL CONTRACT(OR)	S.O.G.	SLAB ON GRADE
BLKG.	BLOCKING	EXT.	EXTERIOR	M.C.P.	METAL COMPOSITE PANEL	SPEC.	SPECIFICATION(S)
BD.	BOARD	F.A.	FIRE ALARM	MECH.	MECHANICAL	S.S.	STAINLESS STEEL
B.O.	BOTTOM OF	F.D.	FLOOR DRAIN, FIRE DAMPER	M.F.R.	MECHANICAL/ELECTRICAL PLUMBING	ST.	STAIN
B.O.F.	BOTTOM OF FOOTING	F.E.	FIRE EXTINGUISHER	MEZZ.	MEZZANINE	STD.	STANDARD
B.O.S.	BOTTOM OF STEEL	F.E.C.	FIRE EXTINGUISHER CABINET	MFR.	MANUFACTURER	STG.	SEATING
BLDG.	BUILDING	F.F.	FACTORY FINISH	MIN.	MINIMUM	STL.	STEEL
BRC.	BEARING	F.F.E.	FINISHED FLOOR ELEVATION	MIR.	MIRROR	STOR.	STORAGE
B.U.R.	BUILT-UP ROOFING	FIN.	FINISHED	MISC.	MISCELLANEOUS	STRUCT.	STRUCTURAL
C.B.	CATCH BASIN, CIRCUIT BREAKER	F.H.	FIRE HYDRANT	M.O.	MASONRY OPENING	SURF.	SURFACE
C.G.	CORNER GUARD	F.R.P.	FIBERGLASS REINFORCED POLYESTER	MTL.	METAL	SYNTH.	SYNTHETIC
C.J.	CONTROL JOINT	FTG.	FOOTING	NAT.	NATURAL	SYS.	SYSTEM
CLG.	CEILING	GA.	GAUGE	N.I.C.	NOT IN CONTRACT	T.	TREAD
CLR.	CLEAR	GALV.	GALVANIZED	N.O.M.	NOMINAL	TEMP.	TEMPORARY, TEMPERATURE
C.M.U.	CONCRETE MASONRY UNIT	G.C.	GENERAL CONTRACT(OR)	N.T.S.	NOT TO SCALE	T&G	TONGUE AND GROOVE
C.O.	CLEANOUT	GLAZ.	GLAZING	O.C.	ON CENTER	T.O.B.	TOP OF BEAM
CONC.	CONCRETE	GYPB.	GYPNUM BOARD	O.D.	OUTSIDE DIMENSION	T.O.M.	TOP OF MASONRY
COL.	COLUMN	H.B.	HOSE BIBB	OPG.	OPENING	T.O.S.	TOP OF STEEL
CONT.	CONTINUOUS	H.C.	HOLLOW CORE	OPP.	OPPOSITE	T.O.W.	TOP OF WALL
CRS.	COURSE(S)	HDWD.	HARDWOOD	P.C.	PLUMBING CONTRACT(OR)	TR.	TREAD
☒	CENTERLINE	HDWR.	HARDWARE	PL.	PLATE	TV.	TELEVISION
DIA.	DIAMETER	H.M.	HOLLOW METAL	P.L.	PROPERTY LINE	TYP.	TYPICAL
DIM.	DIMENSION	H.M.A.	HAZARDOUS MATERIALS ABATEMENT	P.L.	PROPERTY LINE	U.O.N.	UNLESS OTHERWISE NOTED
D.F.	DRINKING FOUNTAIN	HORIZ.	HORIZONTAL	P.LAM.	HIGH-PRESSURE PLASTIC LAMINATE	V.	VENT
DN.	DOWN	H.P.L.	HIGH PRESSURE PLASTIC LAMINATE	PLYWD.	PLYWOOD	V.A.T.	VINYL ASBESTOS FLOOR TILE
DR.	DOOR	HT.	HEIGHT	PROJ.	PROJECT	V.I.F.	VERIFY IN FIELD
DS.	DOWNSPOUT	H.V.	HOT VENT STACK	P.S.F.	POUNDS PER SQUARE FOOT	VERT.	VERTICAL
DTL.	DETAIL	H.V.A.C.	HEATING, VENTILATION, AIR CONDITIONING	PT.	PAINT	V.T.R.	VENT THROUGH ROOF
DWG.	DRAWING	I.G.	INSULATED GLASS	P.T.	PRESSURE TREATED	W.	WIDE, WASTE
		IN.	INCHES	P.V.C.	POLYVINYL CHLORIDE	W/	WITH
		INSUL.	INSULATE(D)(TION)	PVMT.	PAVEMENT	W.C.	WATER CLOSET
		INT.	INTERIOR	QTY.	QUANTITY	WD.	WOOD
		INV.	INVERT			W.H.	WALL HUNG, WALL HYDRANT
		JAN.	JANITOR			W/O	WITHOUT
		J.B.	JUNCTION BOX			WT.	WEIGHT
		JT.	JOINT			W.W.F.	WELDED WIRE FABRIC

STANDARD SYMBOLS



MATERIALS

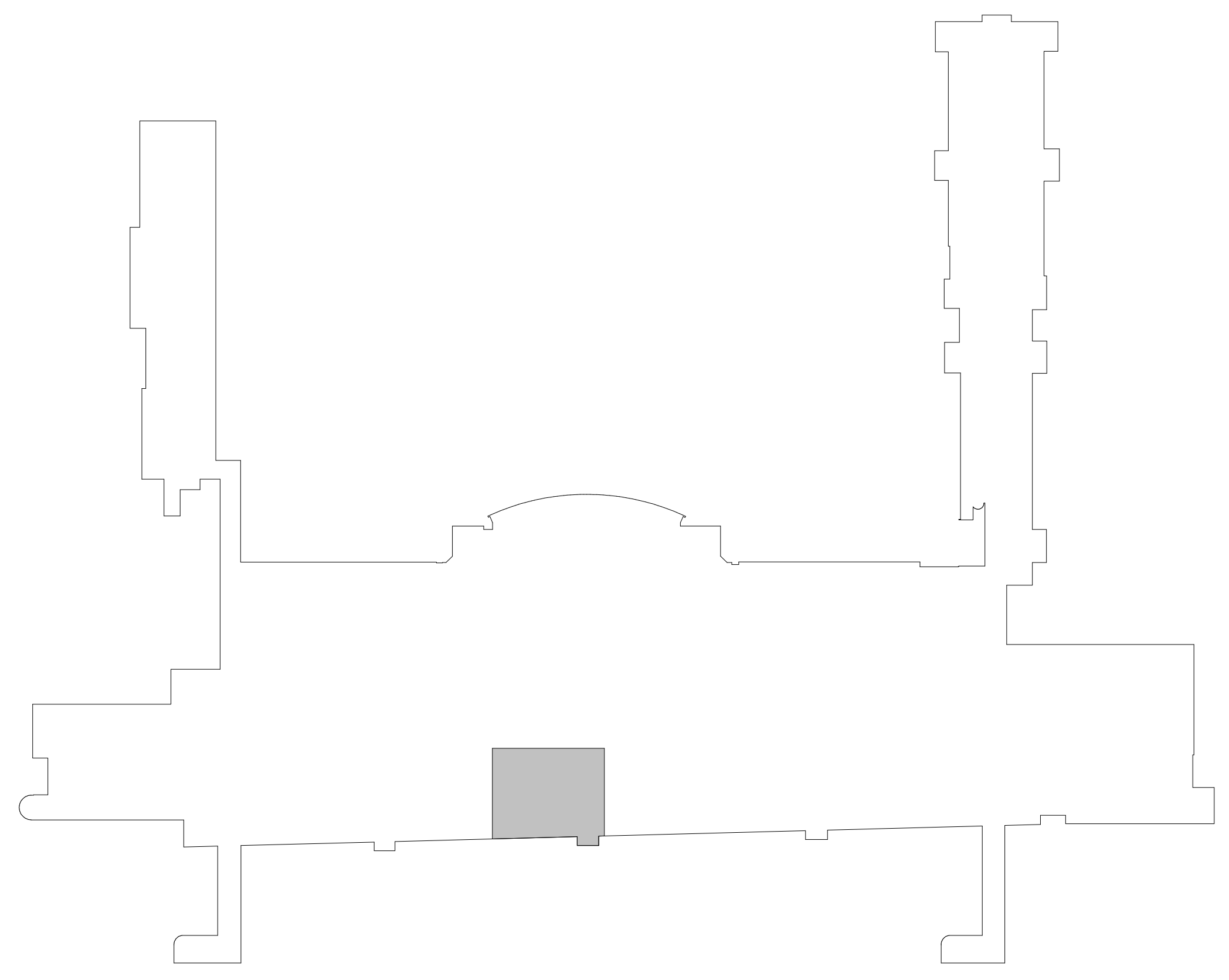
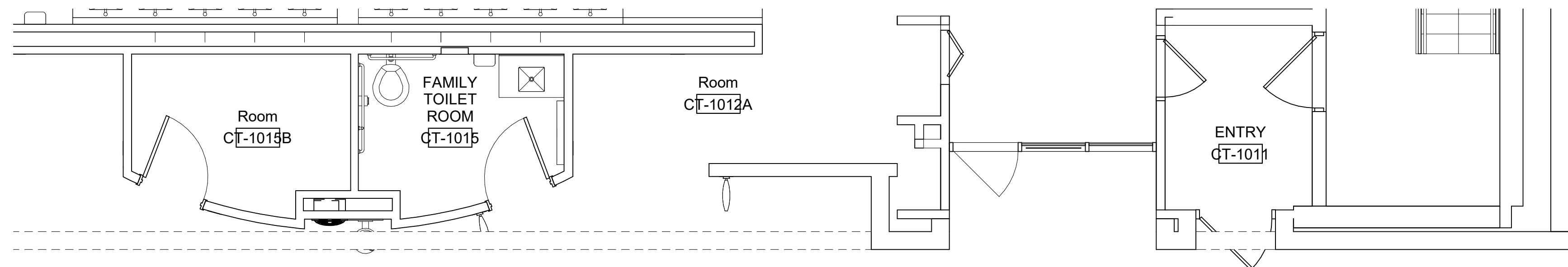


ARCHITECT'S CERTIFICATION
THE UNDERSIGNED, CERTIFIES TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THAT THESE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE, AND THE BUILDING STANDARDS OF THE NEW YORK STATE EDUCATION DEPARTMENT.

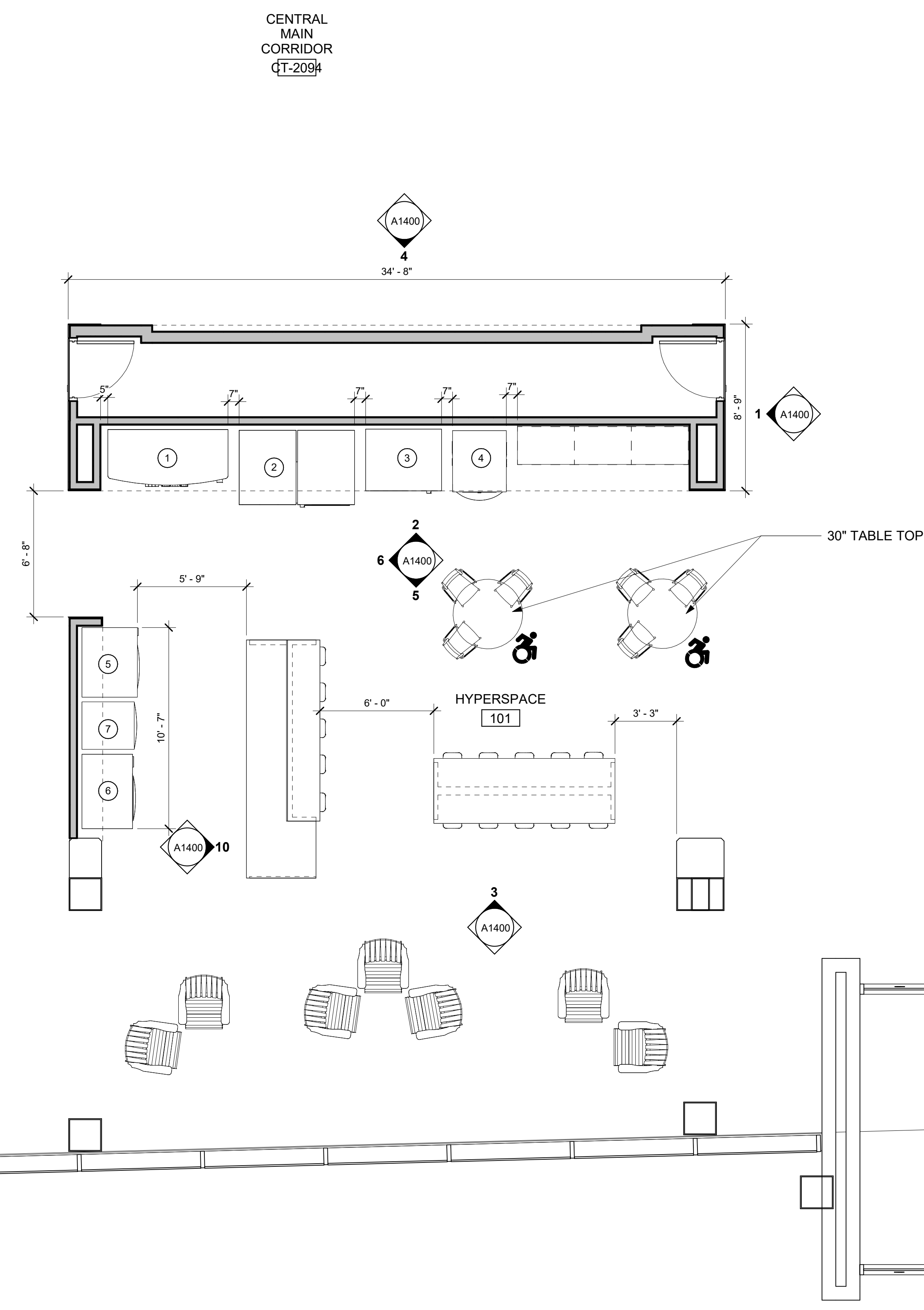
PERMIT DRAWINGS

Date: 09/22/2022 SEI Project No. 22-4233

Revisions



KEYPLAN



FLOOR PLAN KEYNOTES

- 1 CVS PERSONAL CARE VENDING MACHINE
- 2 YO-KAI EXPRESS TOUCHLESS VENDING MACHINE
- 3 CAKE VENDING MACHINE
- 4 COSTA SMART CAFE
- 5 MERCHANT AMBIENT 6-WIDE VENDING MACHINE
- 6 BEVMAX 9-WIDE VENDING MACHINE
- 7 PICOCOOLER BREEZE AUTOMATED VENDING MACHINE

FLOOR PLAN LEGEND

- CONSTRUCTION KEYNOTE
- EXISTING WALL TO REMAIN
- PROVIDE WALL
- EXISTING DOOR TO REMAIN
- PROVIDE DOOR



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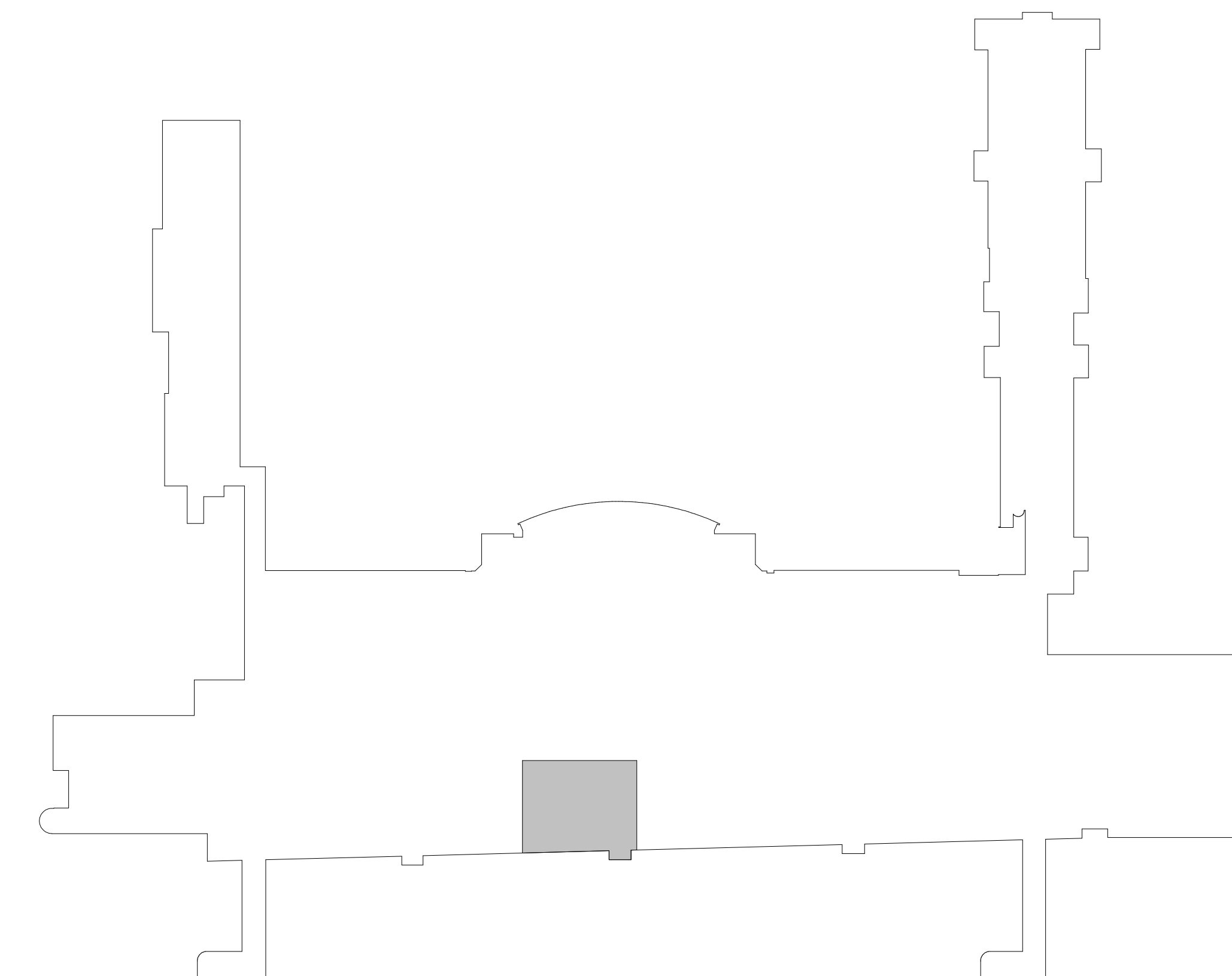
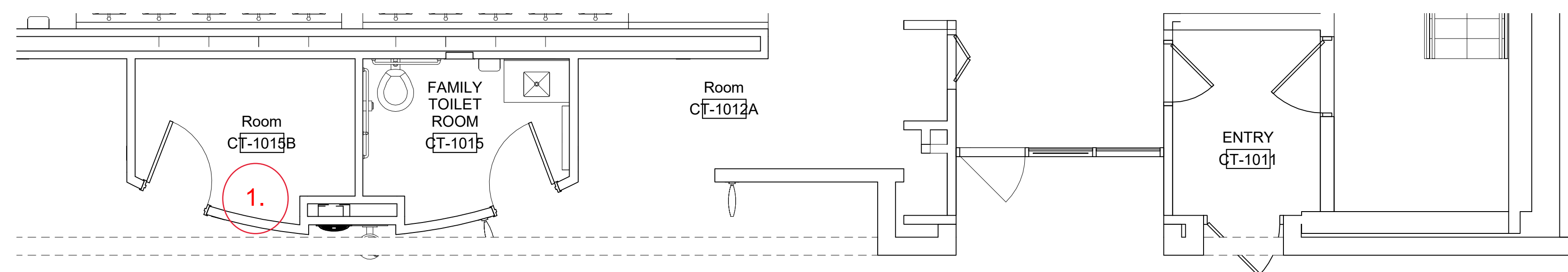
Date 09/22/2022 SEI Project No. 22-4233

Revisions

PARTIAL FIRST FLOOR PLAN - AREA A

A1111

1 PARTIAL FIRST FLOOR PLAN - AREA A
1/4" = 1'-0"



KEYPLAN

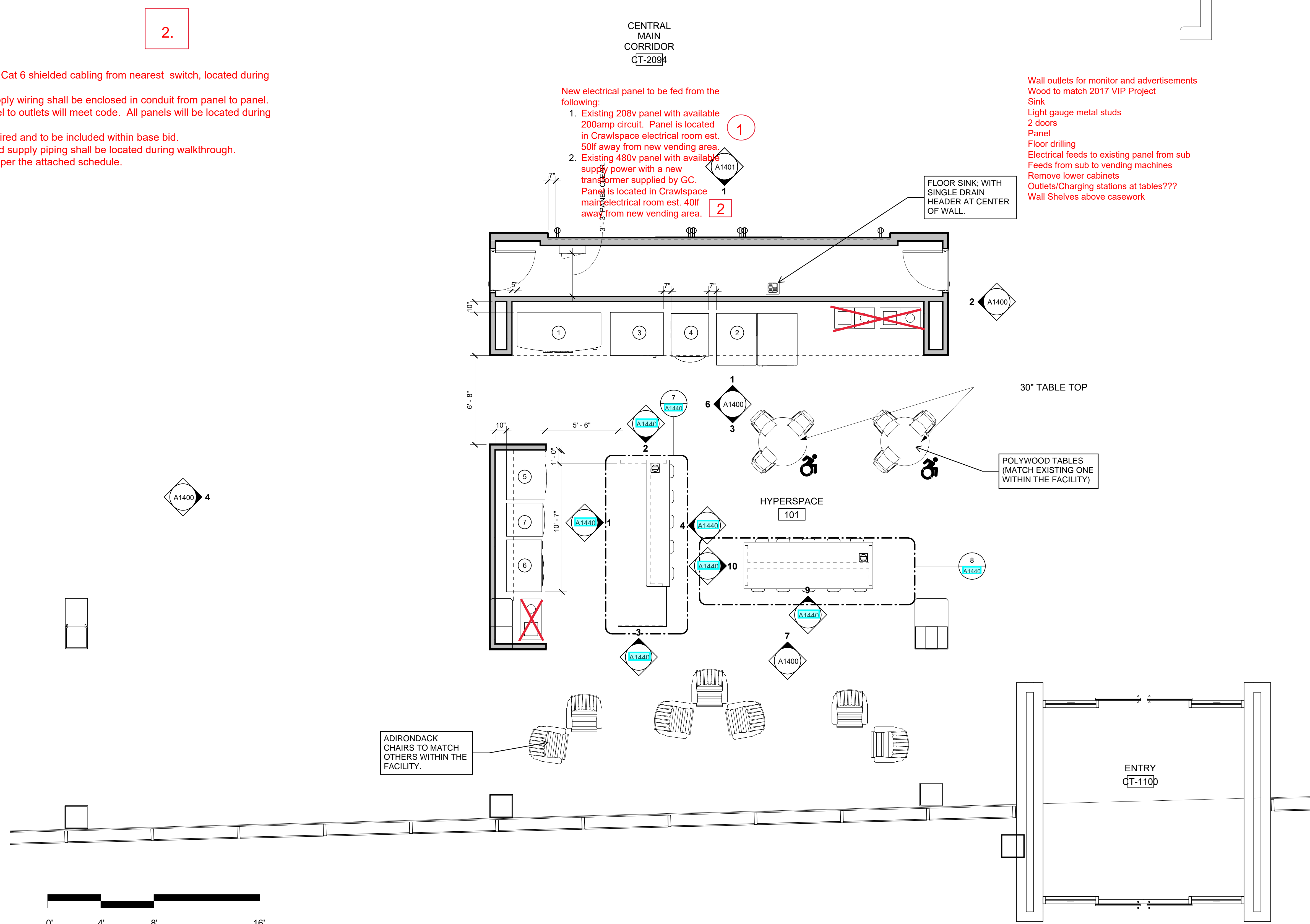
All Data shall be Cat 6 shielded cabling from nearest switch, located during walkthrough.
All Electrical Supply wiring shall be enclosed in conduit from panel to panel. Wiring from panel to outlets will meet code. All panels will be located during walkthrough.
Permits are required and to be included within base bid.
Waste Piping and supply piping shall be located during walkthrough.
Project Duration per the attached schedule.

New electrical panel to be fed from the following:
1. Existing 208v panel with available 200amp circuit. Panel is located in Crawspace electrical room est. 50lf away from new vending area.
2. Existing 480v panel with available supply power with a new transformer supplied by GC. Panel is located in Crawspace main electrical room est. 40lf away from new vending area.

Wall outlets for monitor and advertisements
Wood to match 2017 VIP Project
Sink
Light gauge metal studs
2 doors
Panel
Floor drilling
Electrical feeds to existing panel from sub
Feeds from sub to vending machines
Remove lower cabinets
Outlets/Charging stations at tables???
Wall Shelves above casework

FLOOR PLAN KEYNOTES

- 1 CVS PERSONAL CARE VENDING MACHINE
- 2 YO-KAI EXPRESS TOUCHLESS VENDING MACHINE
- 3 CAKE VENDING MACHINE
- 4 COSTA SMART CAFE
- 5 MERCHANT AMBIENT 6-WIDE VENDING MACHINE
- 6 BEVMAX 9-WIDE VENDING MACHINE
- 7 PICCOOLER BREEZE AUTOMATED VENDING MACHINE



1 PARTIAL FIRST FLOOR PLAN - AREA A
1/4" = 1'-0"

FLOOR PLAN LEGEND

- # CONSTRUCTION KEYNOTE
- EXISTING WALL TO REMAIN
- == PROVIDE WALL
- EXISTING DOOR TO REMAIN
- PROVIDE DOOR



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PROGRESS DRAWINGS
Date 01/20/23 SEI Project No. 22-4233
Revisions

PARTIAL FIRST FLOOR PLAN - AREA A

A1111



REFLECTED CEILING LEGEND

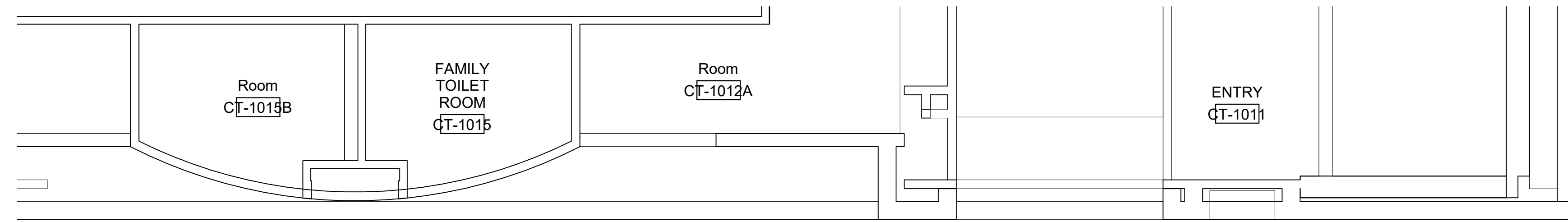
REFER TO G0001 FOR GENERAL REFLECTED CEILING NOTES.

- SUSPENDED CEILING GRID AND ASSEMBLY, REFER TO CEILING TYPE
- SUSPENDED BOARD SOFFIT / CEILING, REFER TO CEILING TYPE
- INDICATES CEILING TYPE (REFER TO CEILING TYPE LEGEND)
- INDICATES CEILING HEIGHT ABOVE FINISHED FLOOR BELOW
- EX HT VARIES MAINTAIN EXISTING CEILING HEIGHT CEILING HEIGHT MAY VARY, REFER TO SLOPE OF STRUCTURE ABOVE
- AIR RETURN OR EXHAUST REGISTER / GRILLE, (REFER TO MECHANICAL DRAWINGS)
- DIFFUSER (REFER TO MECHANICAL DRAWINGS)
- RECESSED LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- SURFACE MOUNTED LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- CEILING HUNG PENDANT LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- RECESSED CAN LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- TRACK LIGHTING (REFER TO ELECTRICAL DRAWINGS)

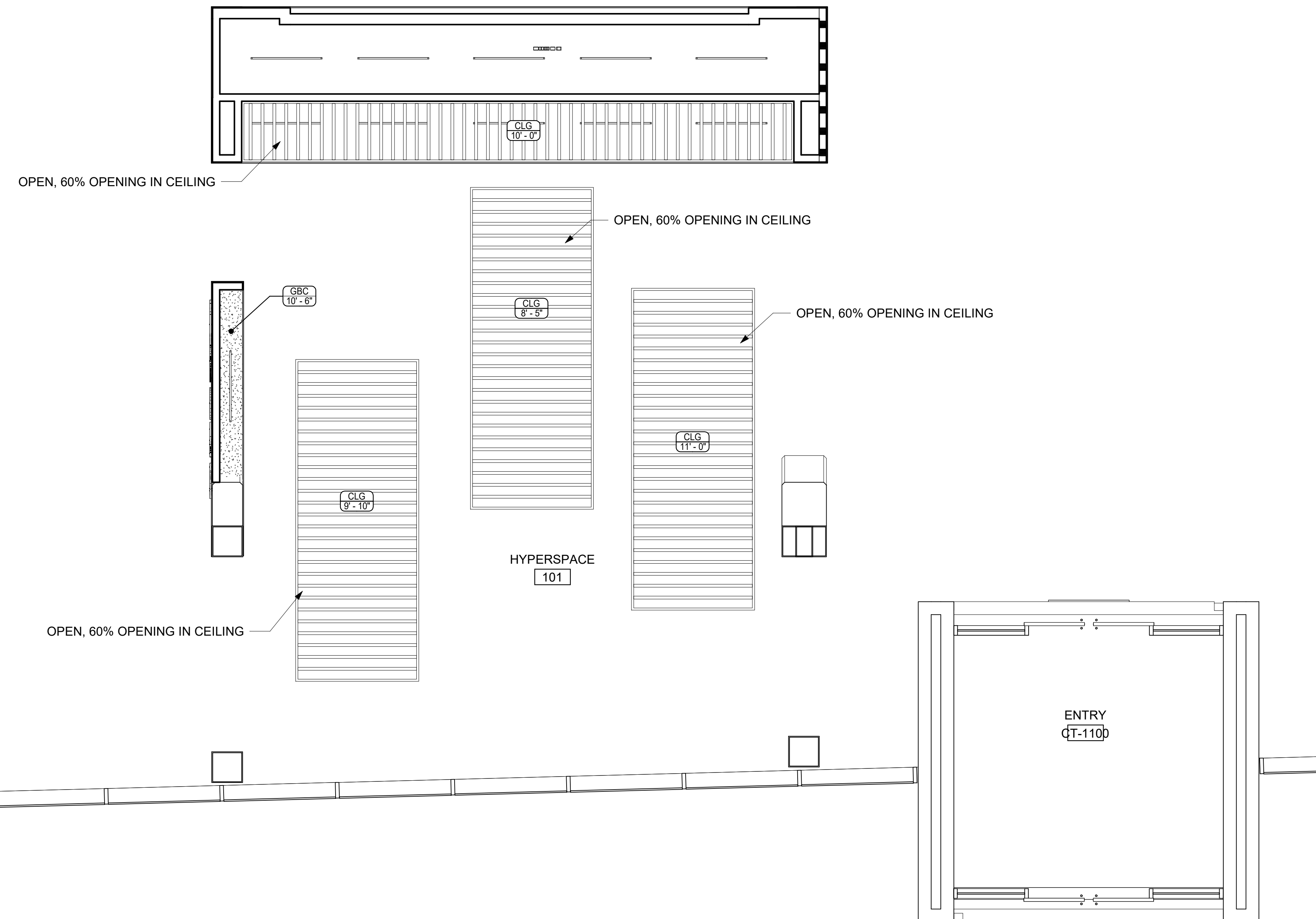
CEILING TYPE LEGEND

- CL-1
- CL-2
- CL-03
- CLN-04
- GBC
- GYPSUM BOARD CEILING

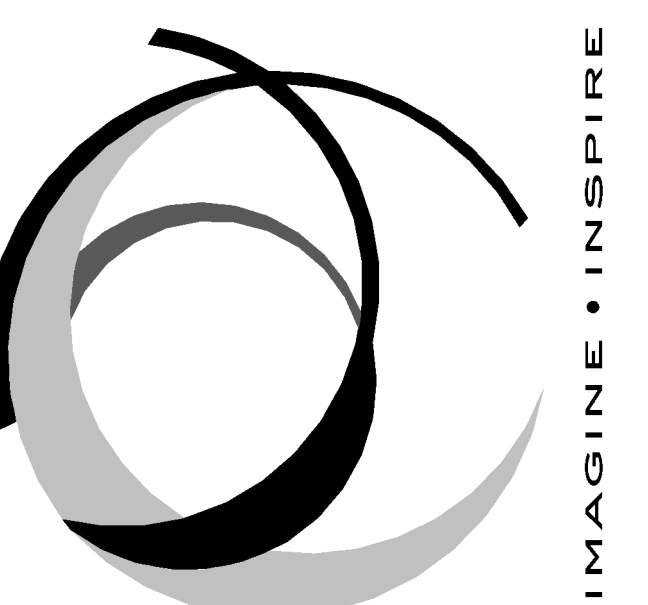
CEILING PLAN KEYNOTES



CENTRAL MAIN CORRIDOR
CF-2094



1 PARTIAL RCP - AREA A
1/4" = 1'-0"



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PERMIT DRAWINGS

Date 09/22/2022 SEI Project No. 22-4233

Revisions

PARTIAL FIRST FLOOR
REFLECTED CEILING PLAN -
AREA A

A1131



REFLECTED CEILING LEGEND

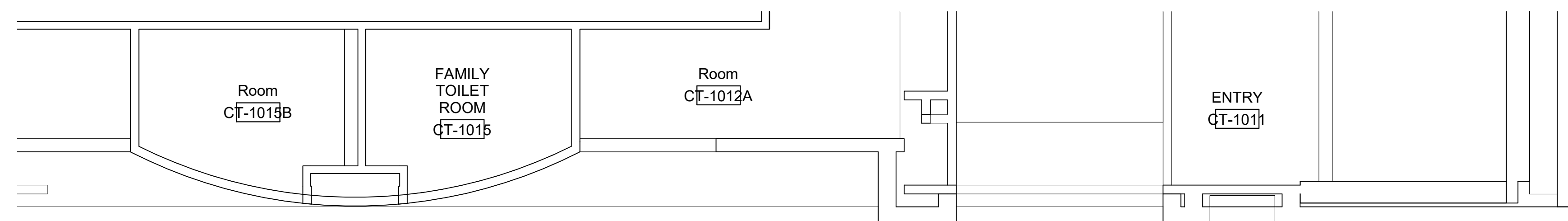
REFER TO G0001 FOR GENERAL REFLECTED CEILING NOTES.

- SUSPENDED CEILING GRID AND ASSEMBLY, REFER TO CEILING TYPE
- SUSPENDED BOARD SOFFIT / CEILING, REFER TO CEILING TYPE
- INDICATES CEILING TYPE (REFER TO CEILING TYPE LEGEND)
- INDICATES CEILING HEIGHT ABOVE FINISHED FLOOR BELOW
- MAINTAIN EXISTING CEILING HEIGHT CEILING HEIGHT MAY VARY, REFER TO SLOPE OF STRUCTURE ABOVE
- AIR RETURN OR EXHAUST REGISTER / GRILLE, (REFER TO MECHANICAL DRAWINGS)
- DIFFUSER (REFER TO MECHANICAL DRAWINGS)
- RECESSED LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- SURFACE MOUNTED LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- CEILING HUNG PENDANT LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- RECESSED CAN LIGHT FIXTURE (REFER TO ELECTRICAL DRAWINGS)
- TRACK LIGHTING (REFER TO ELECTRICAL DRAWINGS)

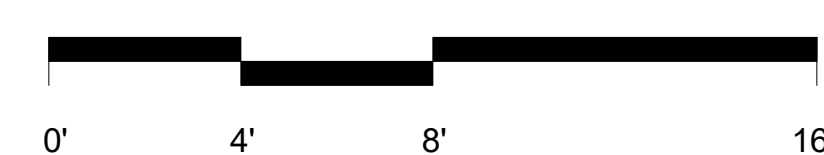
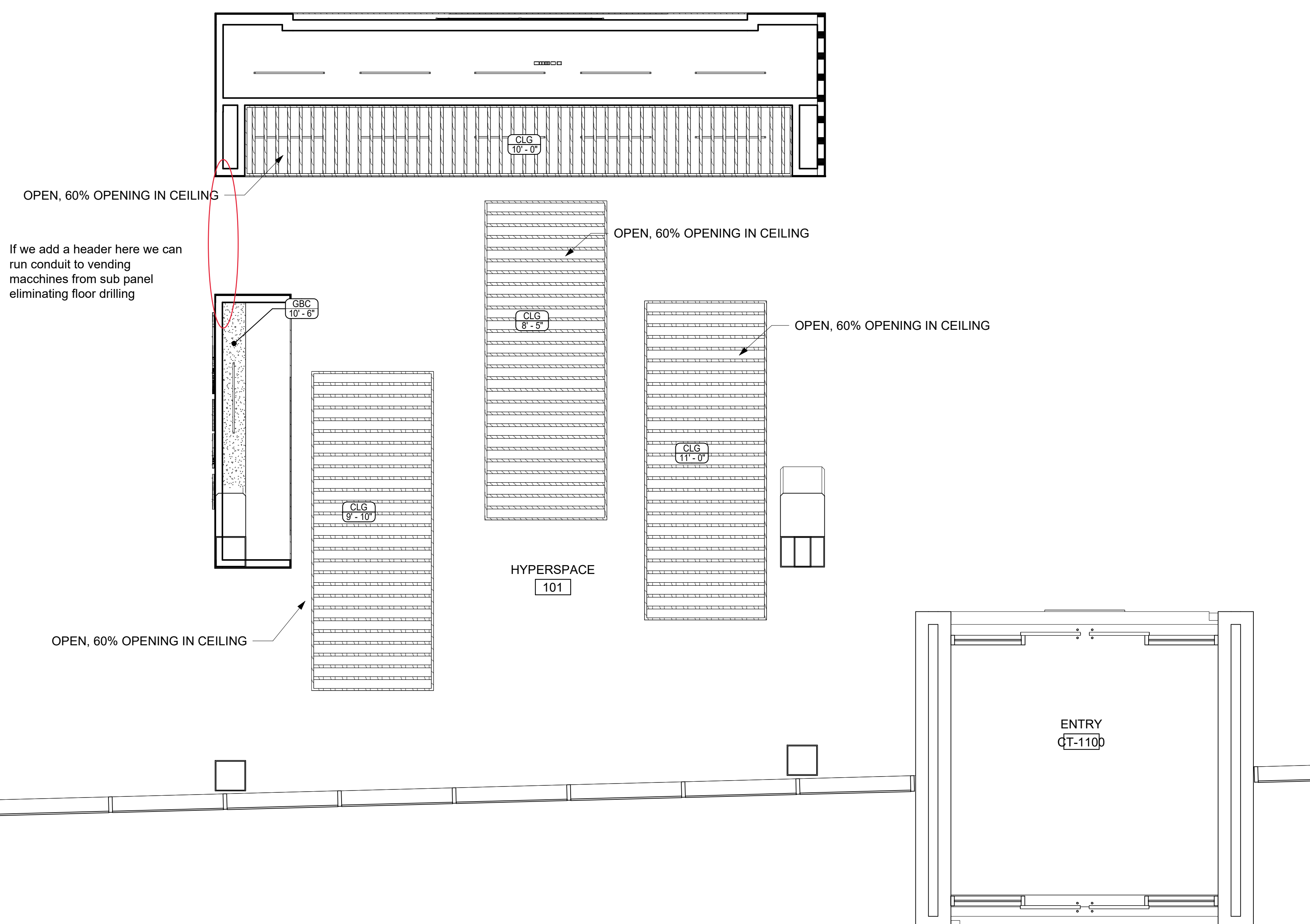
CEILING TYPE LEGEND

- CL-1
- CL-2
- CL-03
- CLN-04
- GBC
- GYPSUM BOARD CEILING

CEILING PLAN KEYNOTES



CENTRAL MAIN CORRIDOR
CF-2004



1 PARTIAL RCP - AREA A
1/4" = 1'-0"



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PROGRESS DRAWINGS

Date 01/20/23 SEI Project No. 22-4233

Revisions

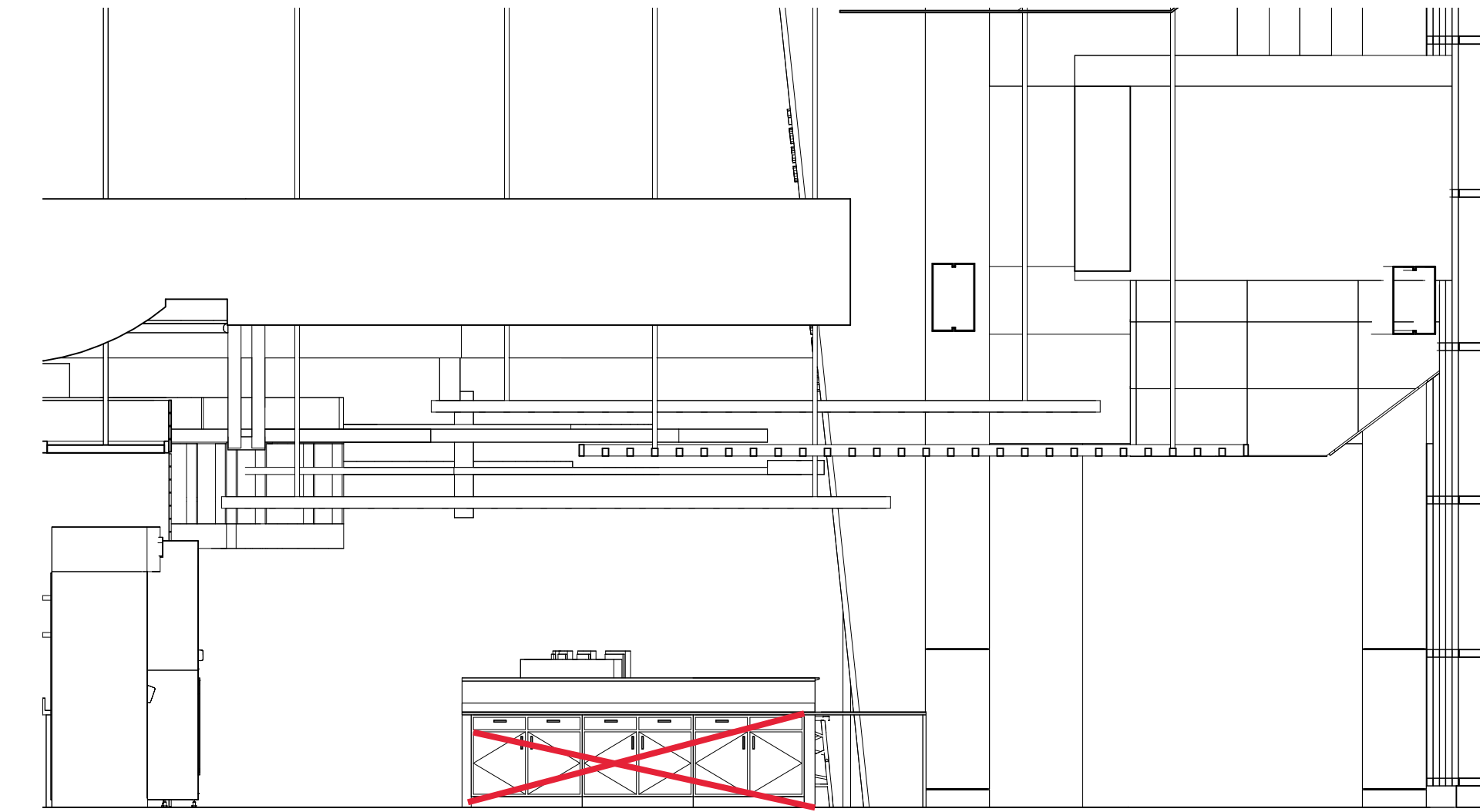
PARTIAL FIRST FLOOR
REFLECTED CEILING PLAN -
AREA A

A1131

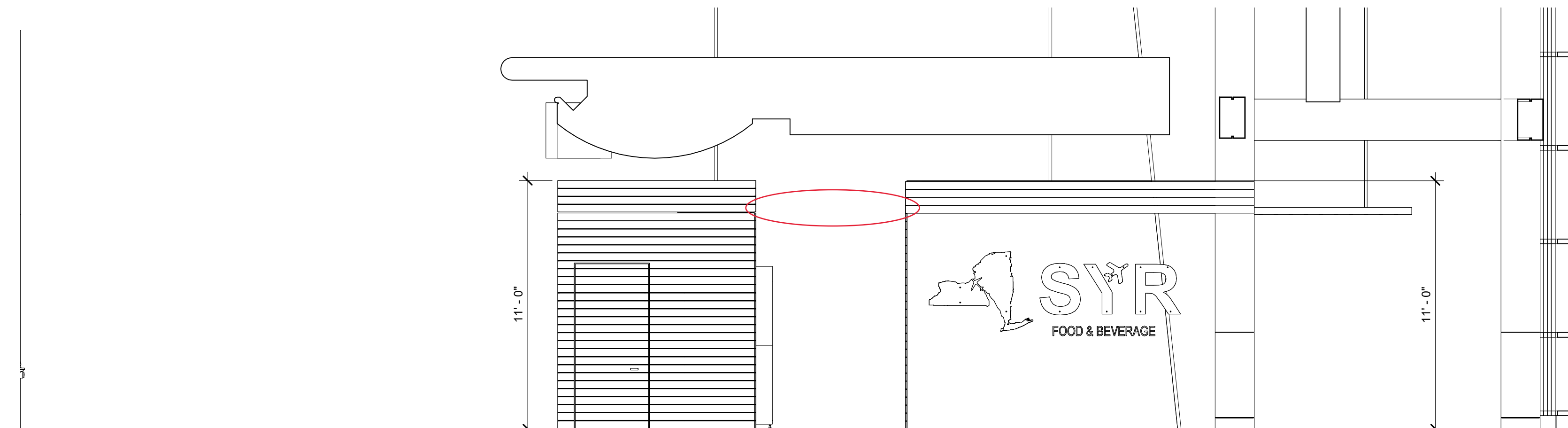
GENERAL PARTITION NOTES

- ALL STUD PARTITIONS TO RECEIVE FOLLOWING ACOUSTICAL TREATMENT.
 - PROVIDE SOUND ATTENUATION BLANKETS WITH A MINIMUM STC RATING OF 50, IN ALL CAVITY SPACES IN WALL, FULL HEIGHT.
 - THICKNESS OF BLANKETS IN STUD WALLS SHALL BE EQUAL TO THICKNESS OF CAVITY TO NEAREST 1/2"
 - ACOUSTICAL SEALANT AT TOP AND BOTTOM OF PARTITION.
 - PROVIDE MOLDED FIRE RESISTANT NEOPRENE SEALS AT OUTLET BOXES. ELECTRICAL BOXES SHALL NOT BE PLACED BACK-TO-BACK. PROVIDE (1) STUD CAVITY BETWEEN THEM MIN.
 - ALL OPENINGS AND CRACKS SHALL BE PATCHED AND ANNULAR SPACES OF PENETRATIONS IN NON-RATED PARTITIONS SHALL BE FILLED WITH MINERAL WOOL AND FINISHED WITH ACOUSTICAL SEALANT, AND IN RATED PARTITIONS SHALL MEET A UL DESIGN.
- ALL GYPSUM BOARD TO BE TYPE 'X' UNLESS OTHERWISE NOTED.
- ALL PARTITIONS ARE TO THE UNDERSIDE OF DECK UNLESS OTHERWISE NOTED.
- UL DESIGN NUMBER TO BE USED WHERE PARTITION IS RATED. SEE PARTITION SCHEDULE FOR RATINGS. SEE CODE COMPLIANCE PLANS FOR REQUIRED RATING. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING REQUIRED RATING FOR ALL WALLS INCLUDING EXISTING WALLS.
- PROVIDE BLOCKING AT ALL WALL-MOUNTED COMPONENTS. REFER TO GENERAL CONSTRUCTION NOTES AND TOILET MOUNTING HEIGHTS DIAGRAM.
- ALL WET LOCATIONS TO RECEIVE MOISTURE-RESISTANT GYPSUM BOARD.
- WHERE 4" C.M.U. BLOCK WALLS OCCUR AS PART OF A RATED PARTITION, C.M.U. BLOCK TO BE SOLID-CORE.
- ALL EXPOSED OUTSIDE C.M.U. CORNERS SHALL BE BULLNOSE, U.O.N. COORDINATE WITH FINISH DRAWINGS; C.M.U. CORNERS CLAD IN WALL TILE OR REMANUFACTURED BASE SHALL BE SQUARE TO PROVIDE SOLID, UNIFORM SUBSTRATE, U.O.N.
- PENETRATIONS THROUGH FIRE-RATED PARTITIONS BY PIPING, CONDUIT, DUCT, ETC., SHALL BY FIRE-STOPPED WITH U.L. APPROVED RATED ASSEMBLY TO MATCH RATING OF PARTITION.
- PAIN ALL GYPSUM BOARD AND C.M.U. WALLS, UNLESS OTHERWISE NOTED.
- ALL NON-STRUCTURAL METAL STUD FRAMING TO BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
- FOR INTERIOR PARTITIONS ON FLOOR PLANS THAT ARE NOT CLEARLY INDICATED WITH "INTERIOR PARTITION TAG":
 - FOR STUD WALLS, USE INTERIOR PARTITION TYPE M31.
 - FOR MASONRY WALLS, USE INTERIOR PARTITION TYPE C100.
 - VERIFY WALL TYPE WITH ARCHITECT PRIOR TO CONSTRUCTION.
- FOR ALL MASONRY PARTITIONS TO RECEIVE PAINT PRIME WALLS FOR PAINT AND PROVIDE CONTINUOUS SEALANT AT INSIDE CORNERS, PRIOR TO PAINTING.
- FOR ALL ABUTTING JOINTS BETWEEN MASONRY AND GYPSUM BOARD PARTITIONS, PROVIDE 3/8" SOFT JOINT WITH BACKER ROD AND SEALANT, UNLESS OTHERWISE NOTED.
- ALL STUD WALLS TO RECEIVE TILE FINISH SHALL RECEIVE (1) LAYER 5/8" CEMENT BOARD IN LIEU OF SPECIFIED WALL BOARD. COORDINATE WITH ROOM FINISH SCHEDULE.
- COORDINATE ALL FINISHES WITH ROOM FINISH PLANS AND ROOM FINISH SCHEDULE.
- ALL GYPSUM BOARD ON CORRIDOR SIDE OF WALL ASSEMBLY TO BE ABUSE RESISTANT.
- CONTROL JOINTS (CJ) SHALL BE INSTALLED IN GYPBD PARTITIONS PER ASTM C840 AND AS INDICATED.
- CONTROL JOINTS (CJ) SHALL BE INSTALLED IN C.M.U. PARTITIONS PER NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA) TEK 10-2C MOVEMENT CONTROL BULLETIN AND AS INDICATED.

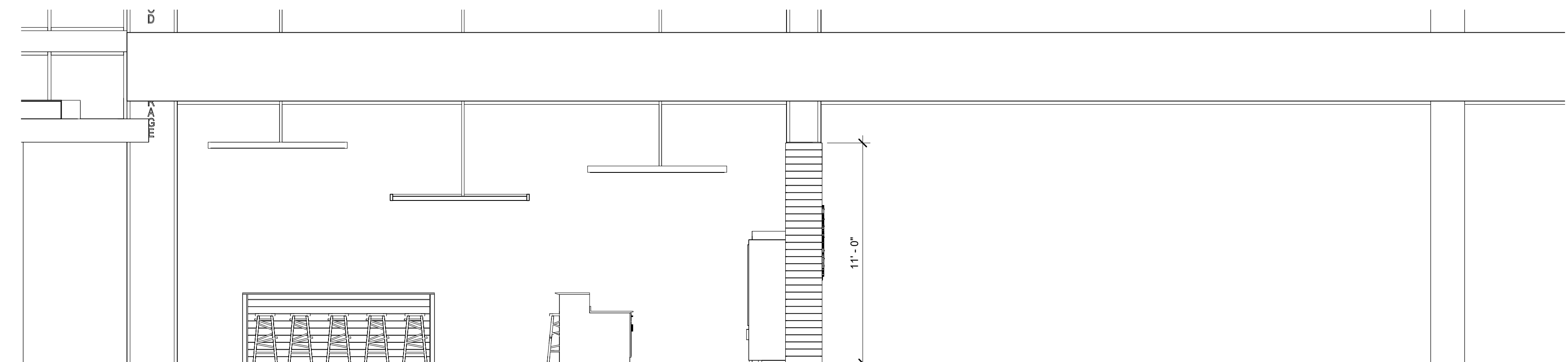
INTERIOR ELEVATION / PLAN KEYNOTES



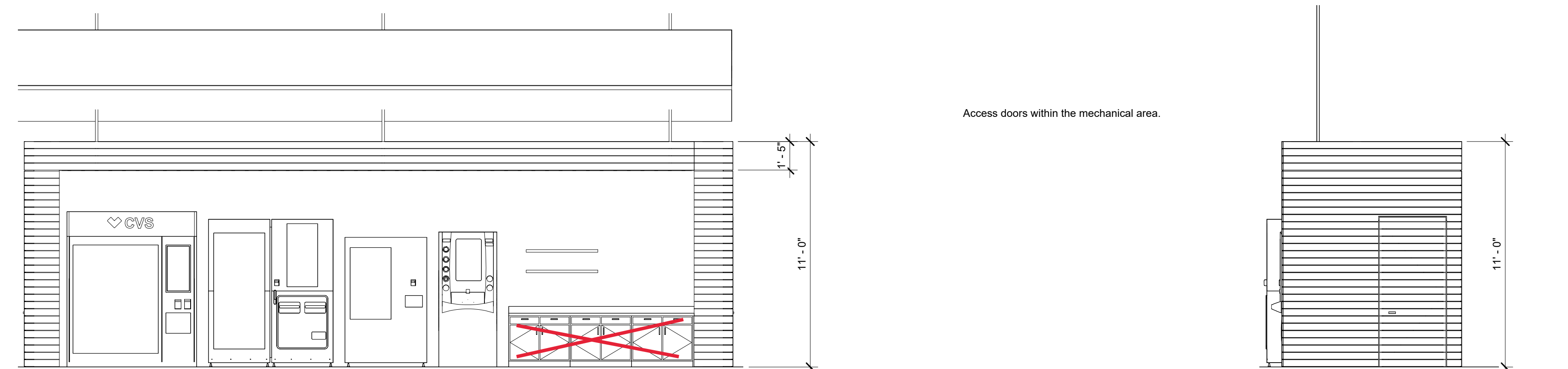
10 COUNTER ELEVATION
1/4" = 1'-0"



7 LOUNGE ELEVATION
1/4" = 1'-0"

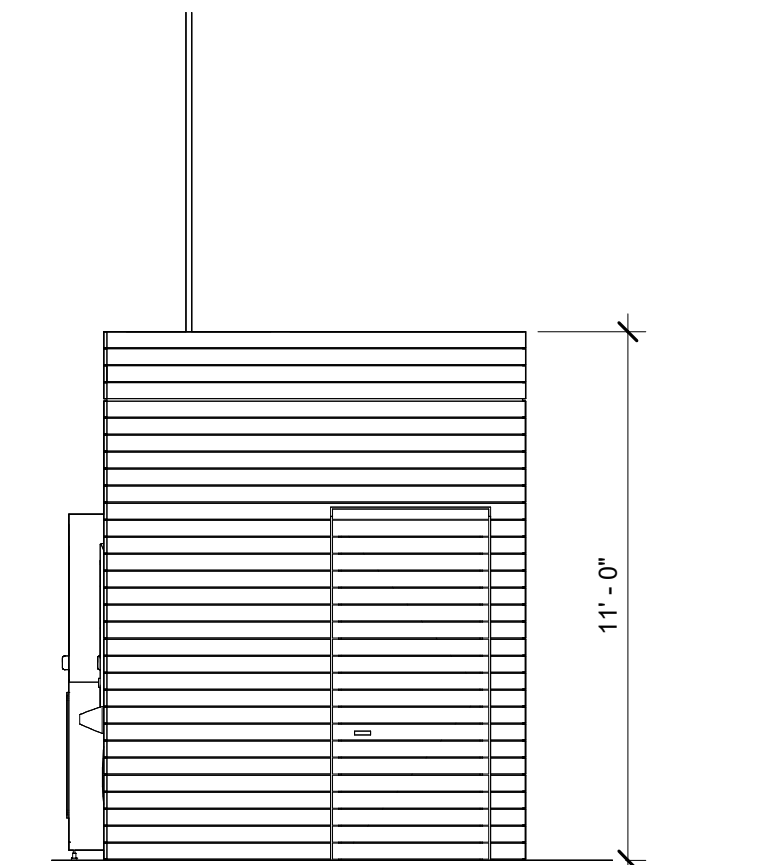


5 LOUNGE ELEVATION
1/4" = 1'-0"

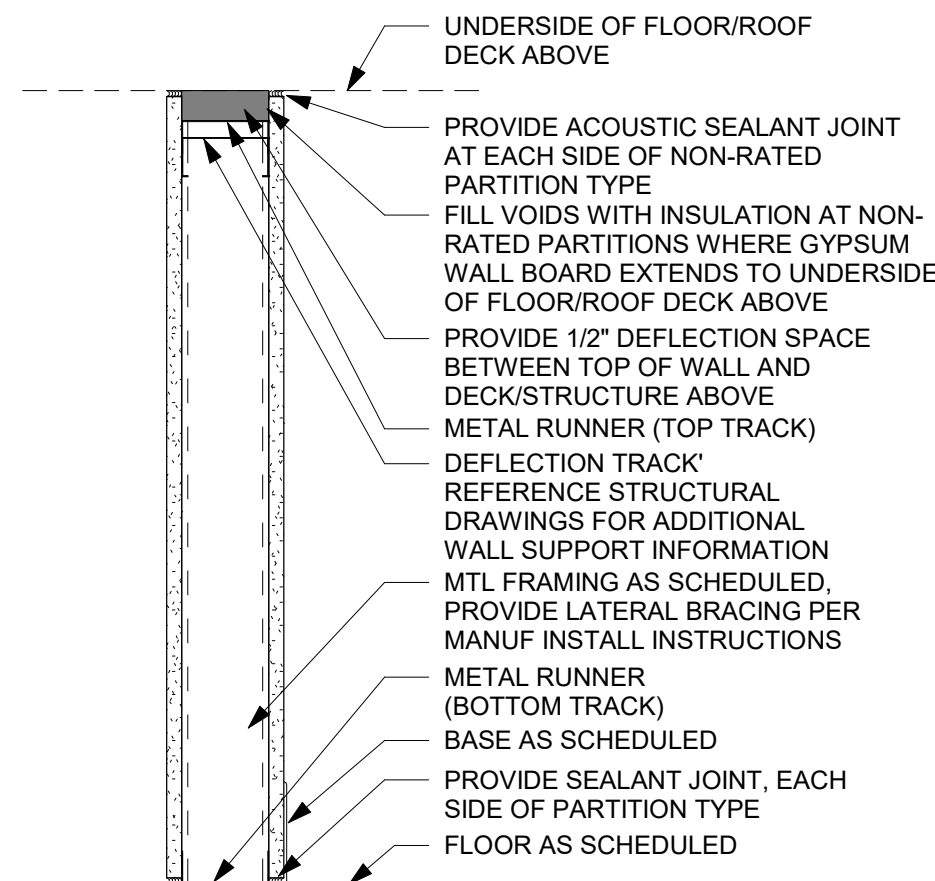


2 VENDING ELEVATION
1/4" = 1'-0"

Access doors within the mechanical area.

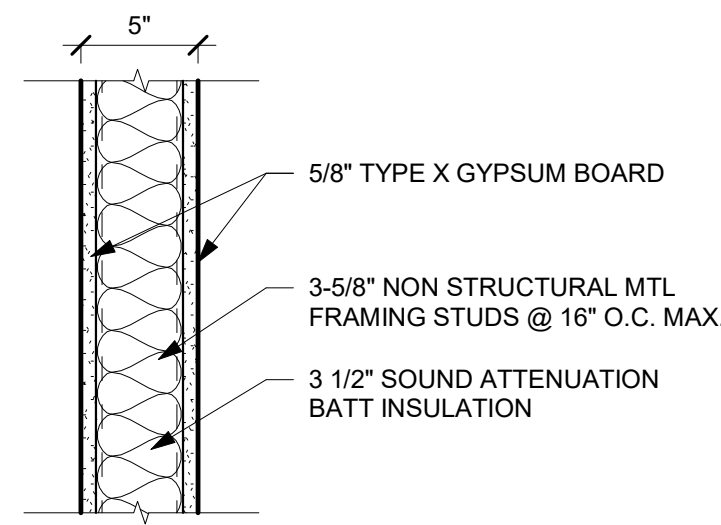


1 VENDING ELEVATION
1/4" = 1'-0"

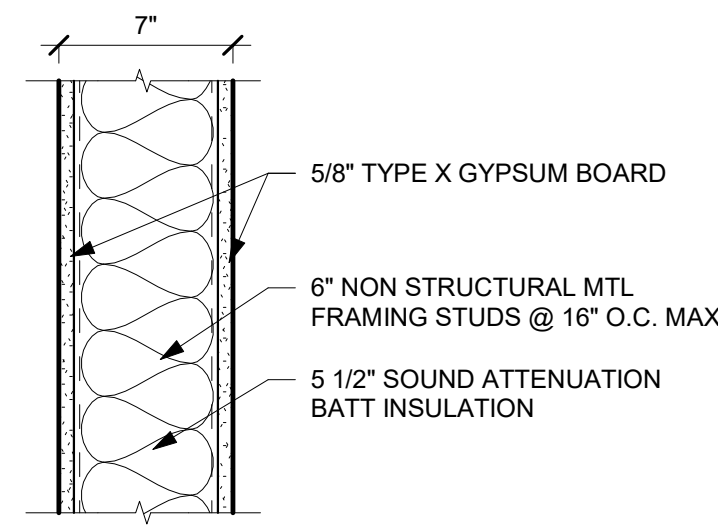


METAL STUD PARTITION

PARTITION HEAD & BASE DETAIL
1 1/2" = 1'-0"

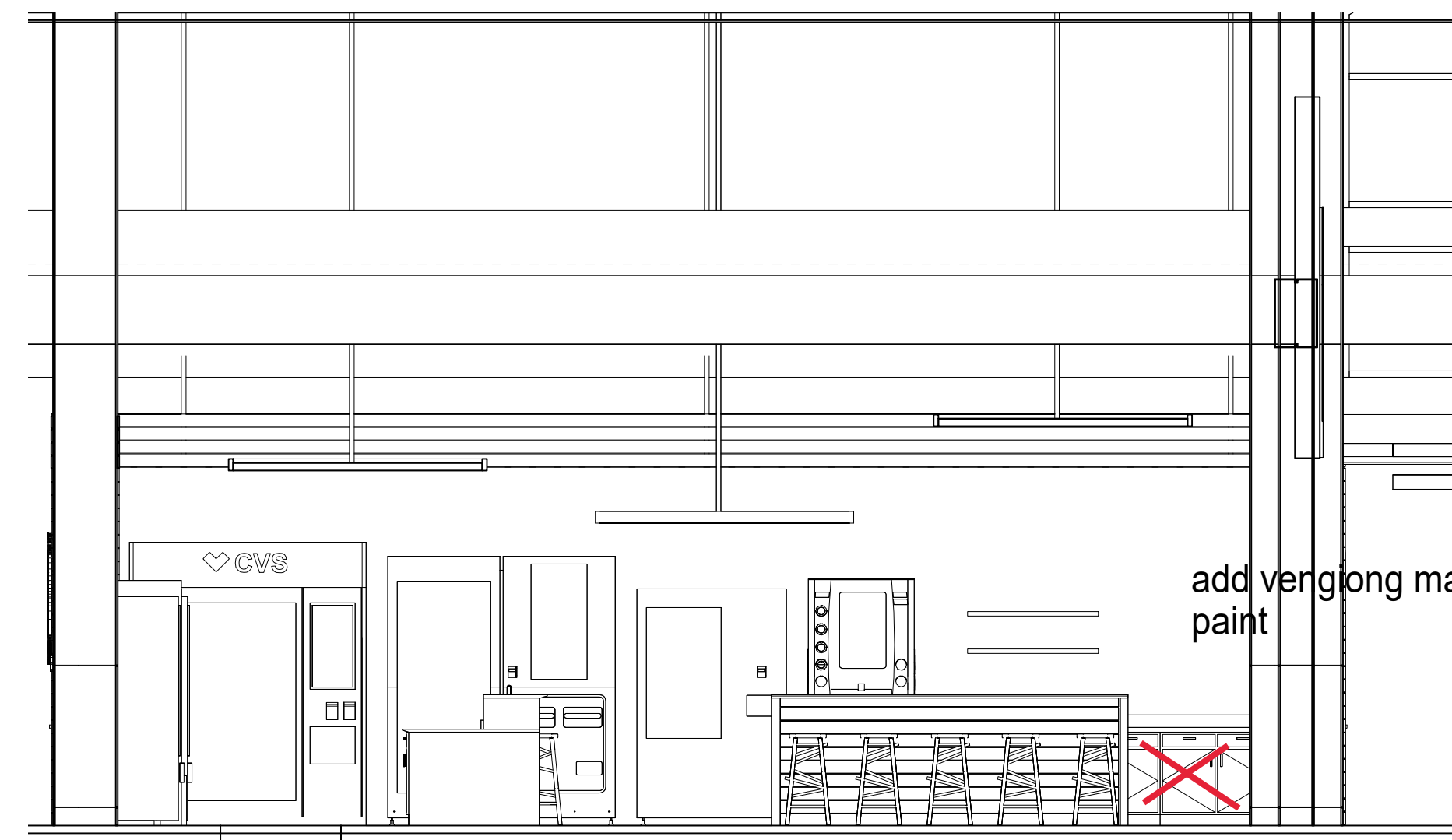


M30 UL NO. IF RATED UP TO 1 HR = U465



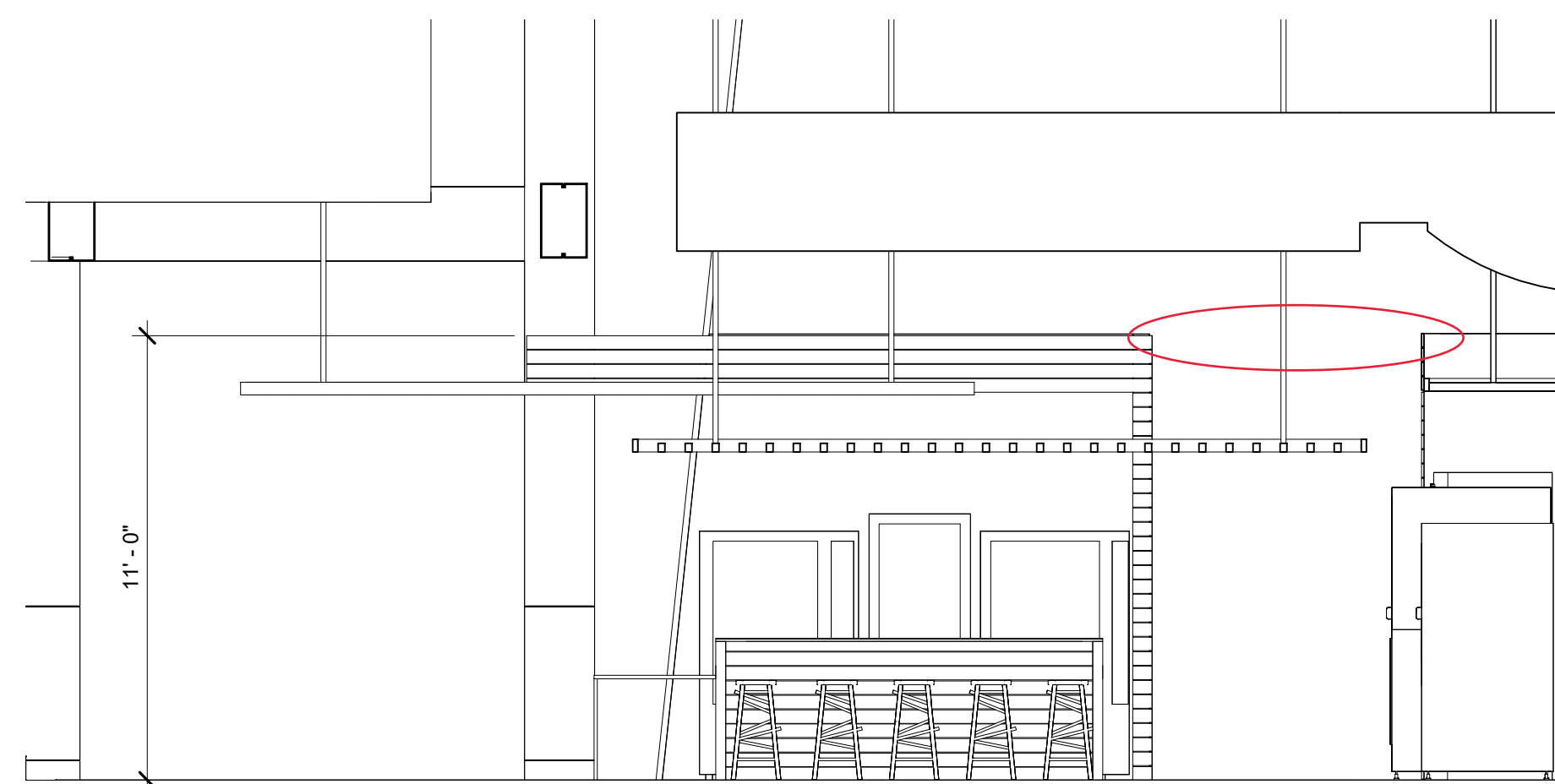
M60 UL NO. IF RATED UP TO 1 HR = U465

METAL STUD PARTITION TYPES
1 1/2" = 1'-0"

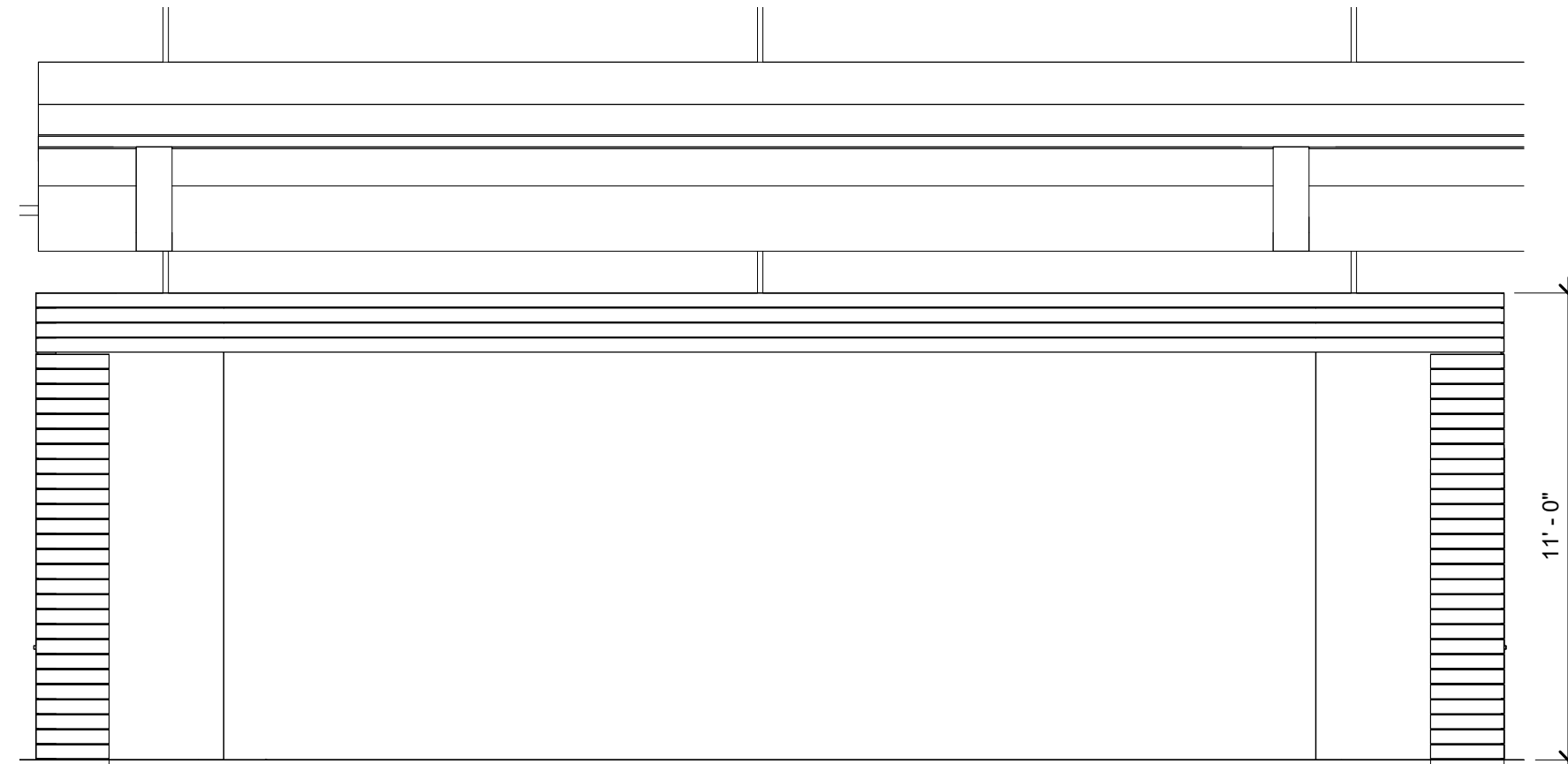


3 TABLE ELEVATION
1/4" = 1'-0"

add vending machines and wall to be paint



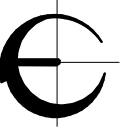
6 LOUNGE ELEVATION
1/4" = 1'-0"



4 VENDING ELEVATION
1/4" = 1'-0"



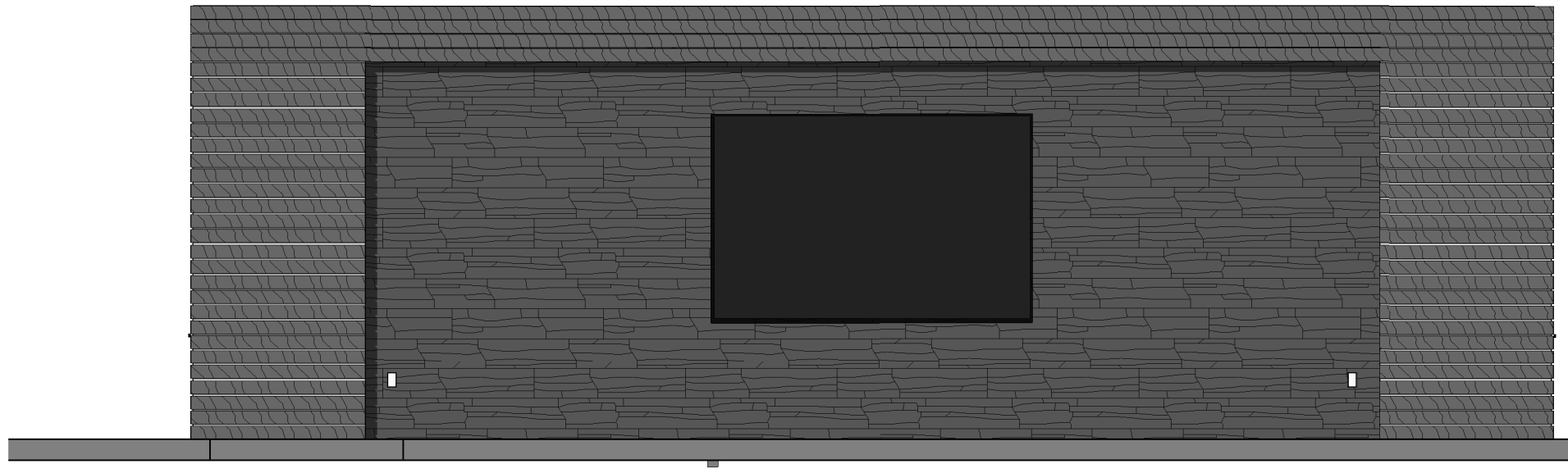
Key Plan



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ENGAGE • IMAGINE • INSPIRE



1 VENDING ELEVATION
1/4" = 1'-0"

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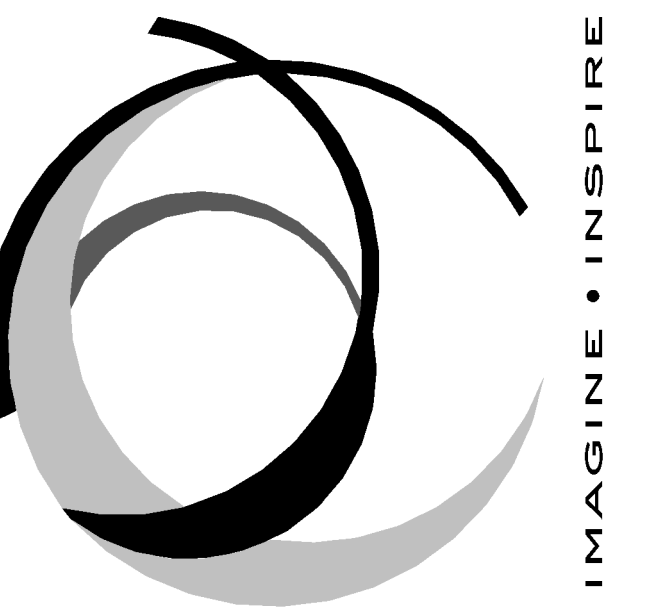
PROGRESS DRAWINGS

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Revisions

MONITOR SIZE ELEVATIONS

A1401



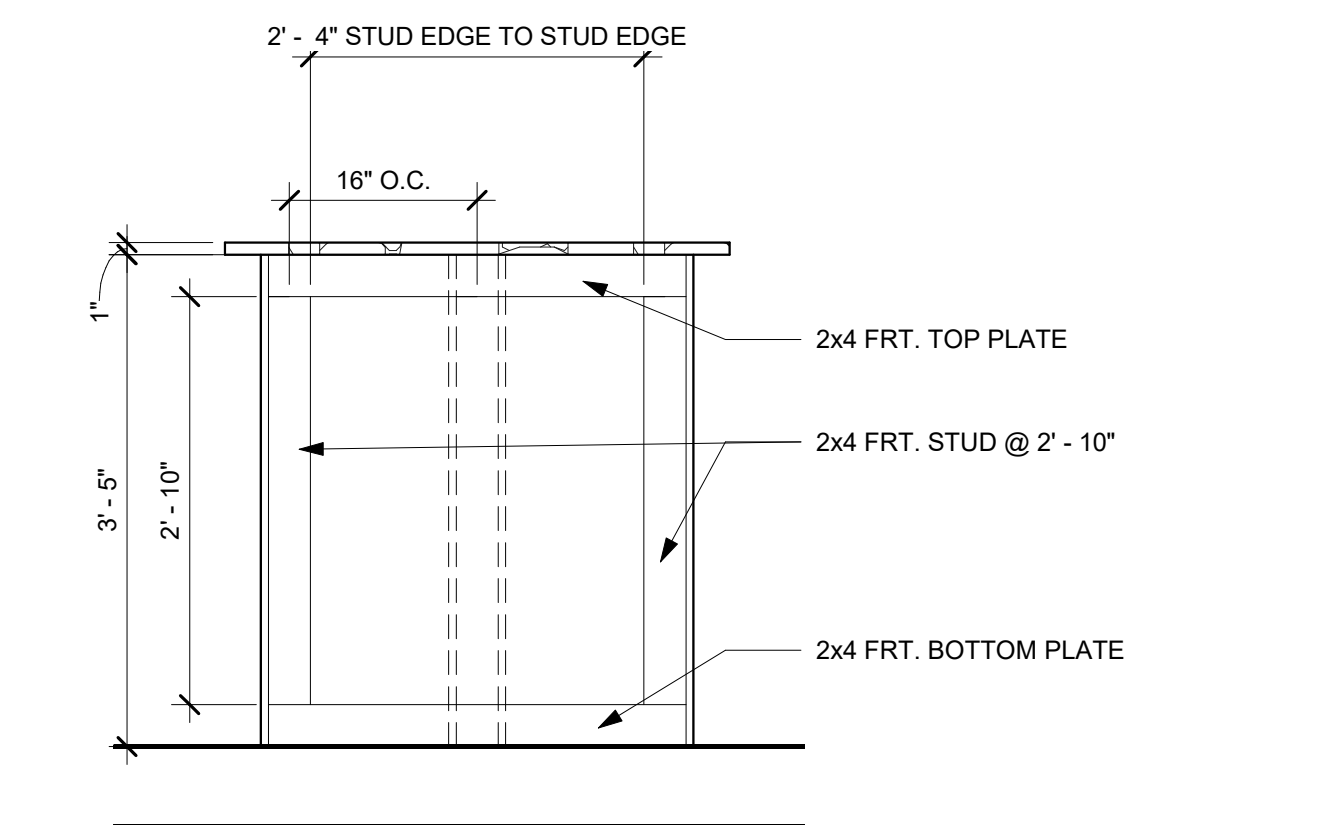
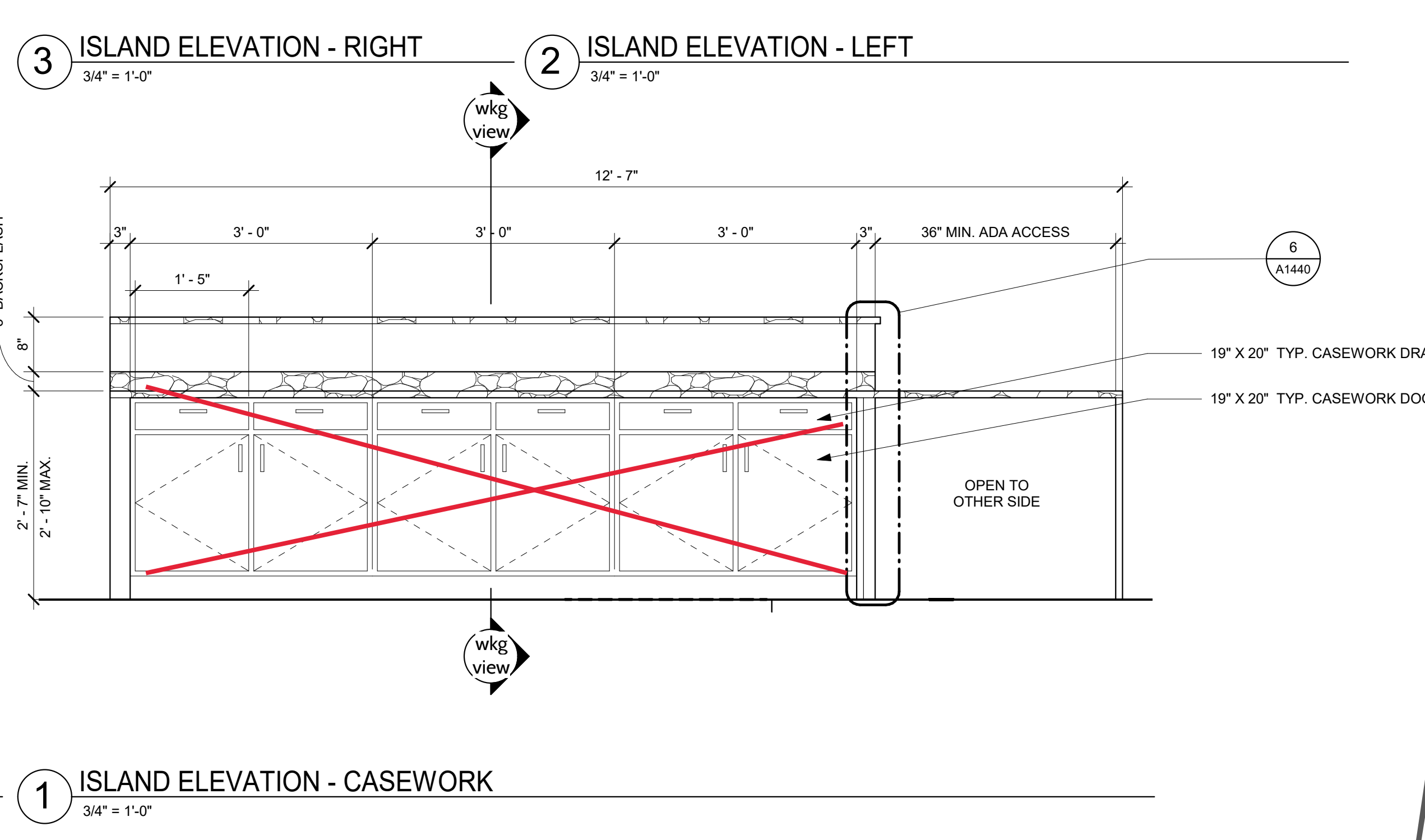
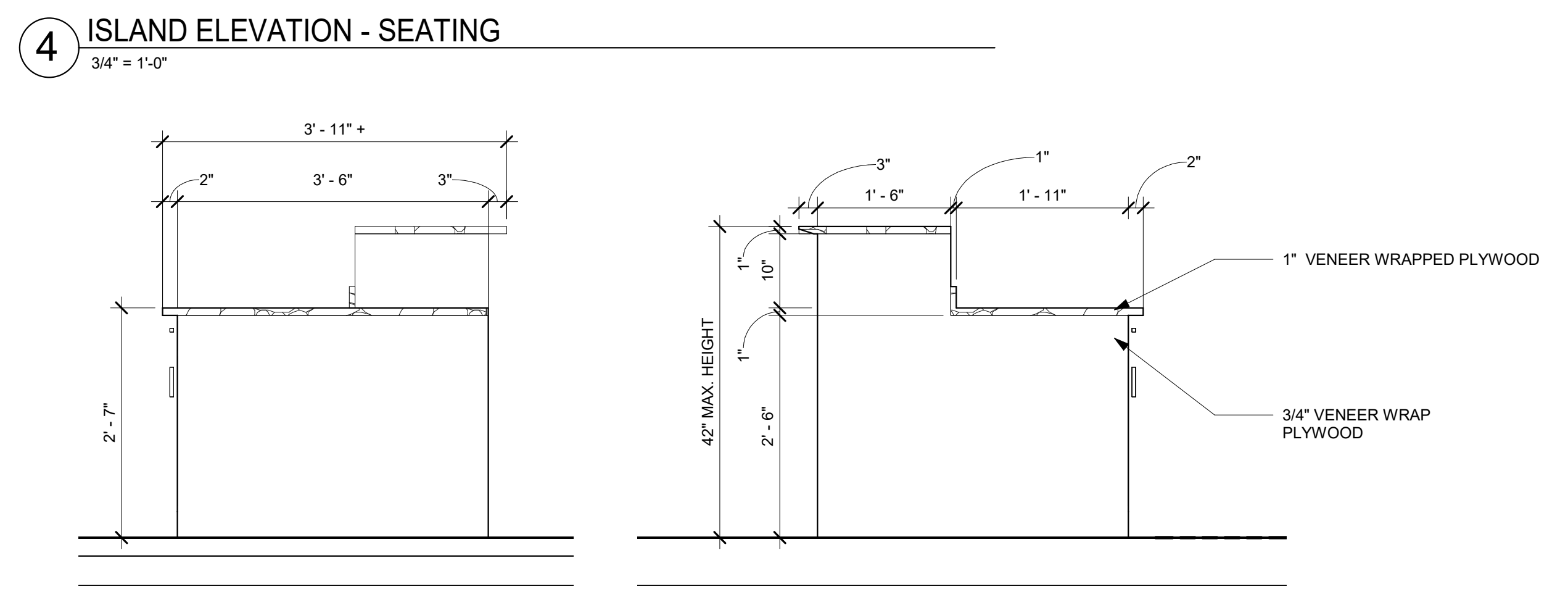
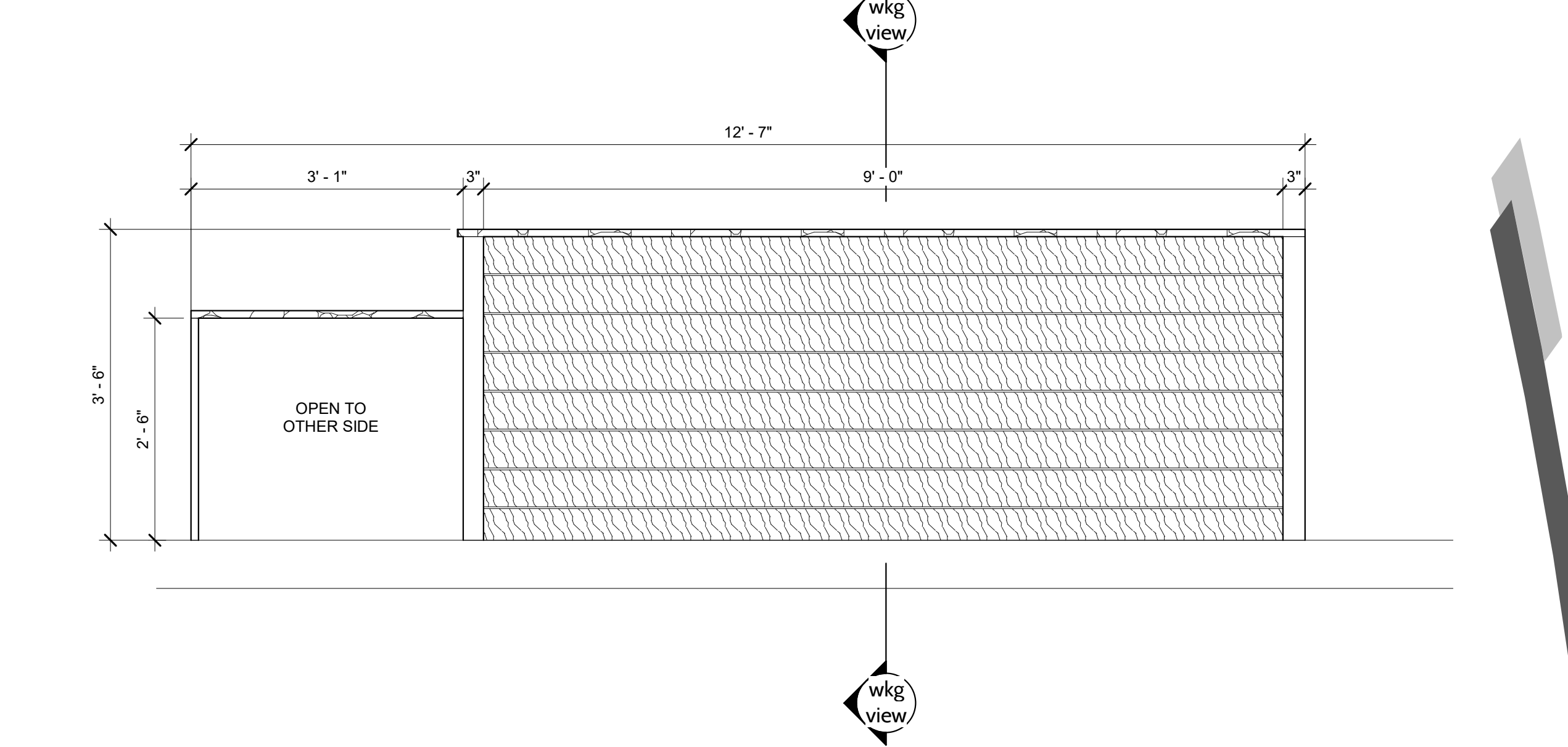
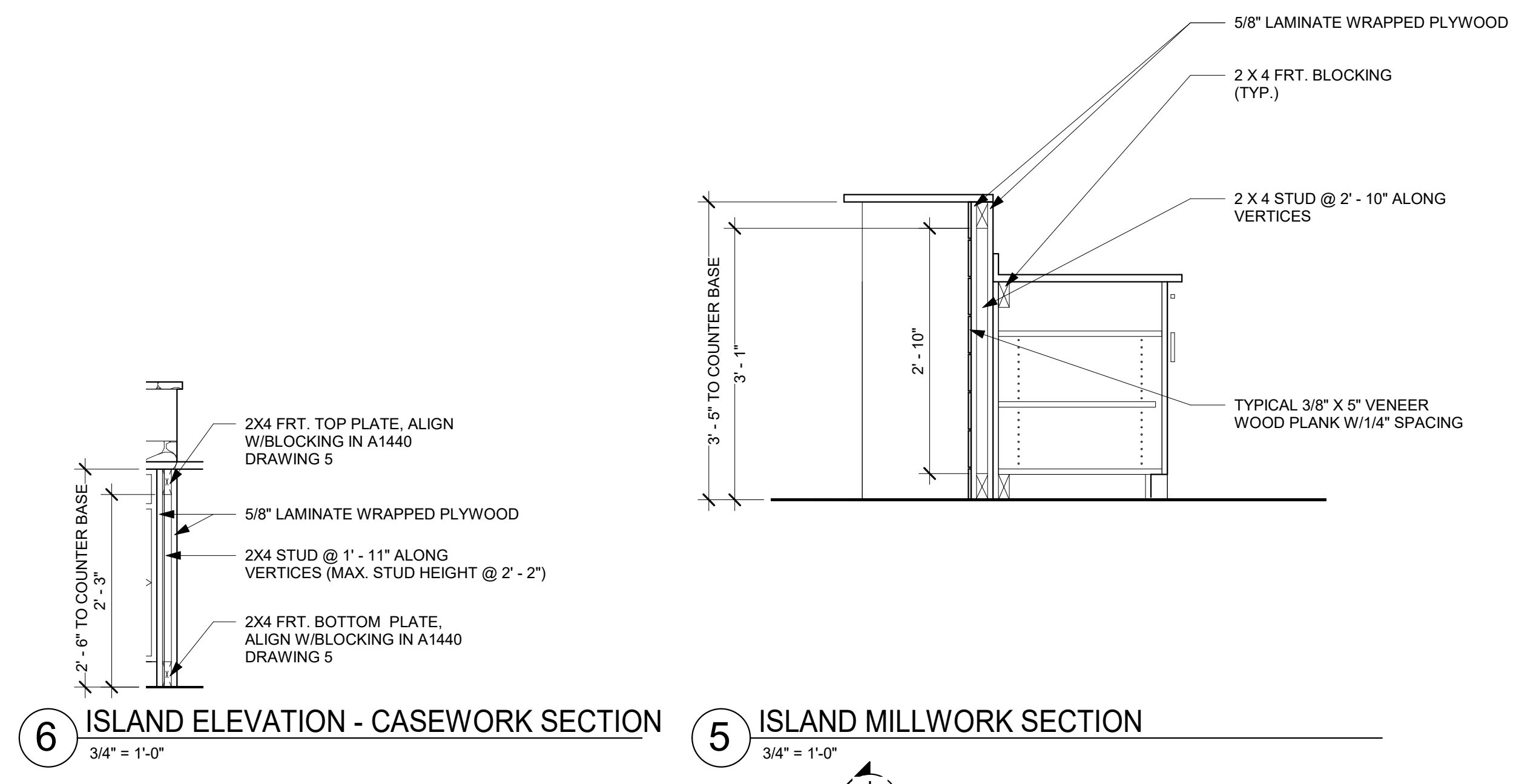
NOT FOR
CONSTRUCTION

PROGRESS DRAWINGS

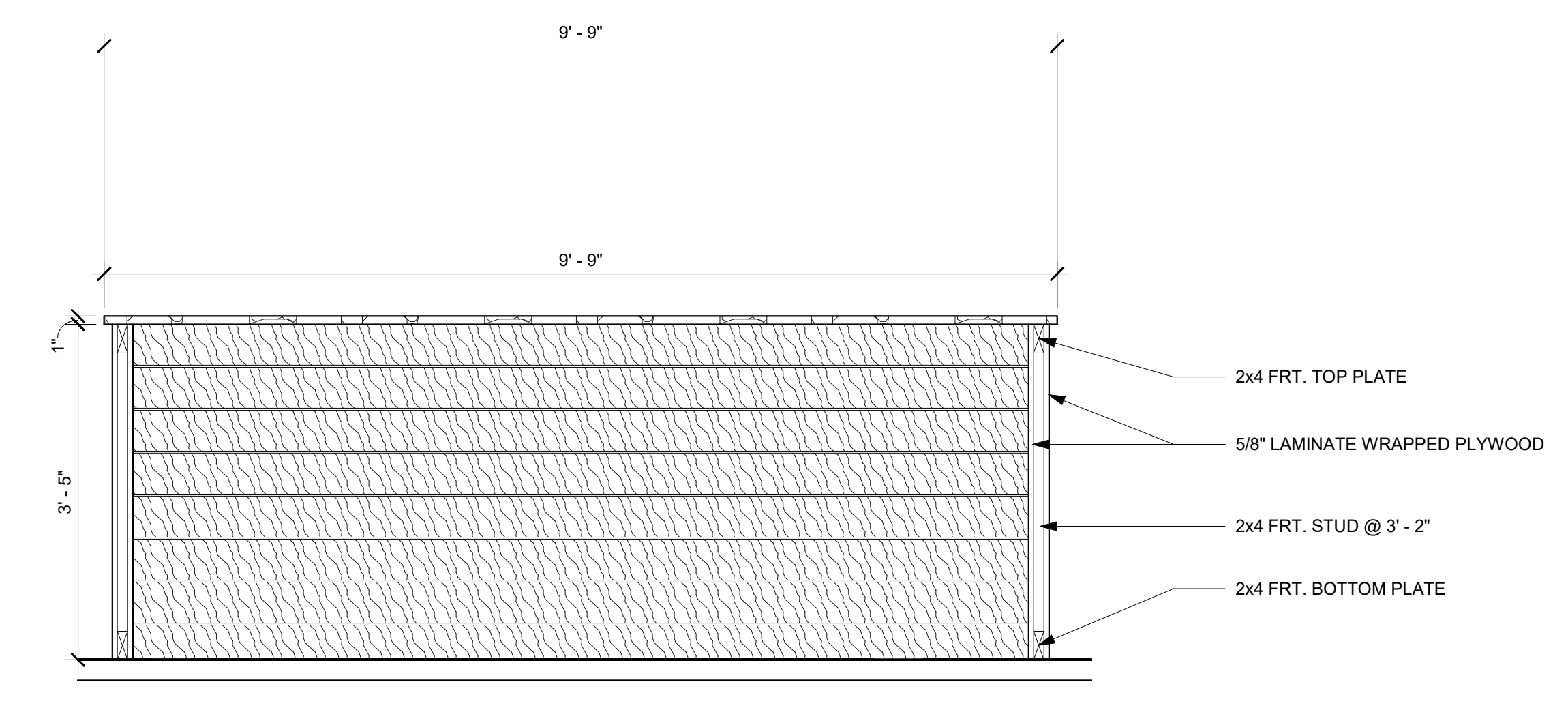
Date 01/20/23 SEI Project No. 22-4233
Revisions

MILLWORK PLANS AND
ELEVATIONS

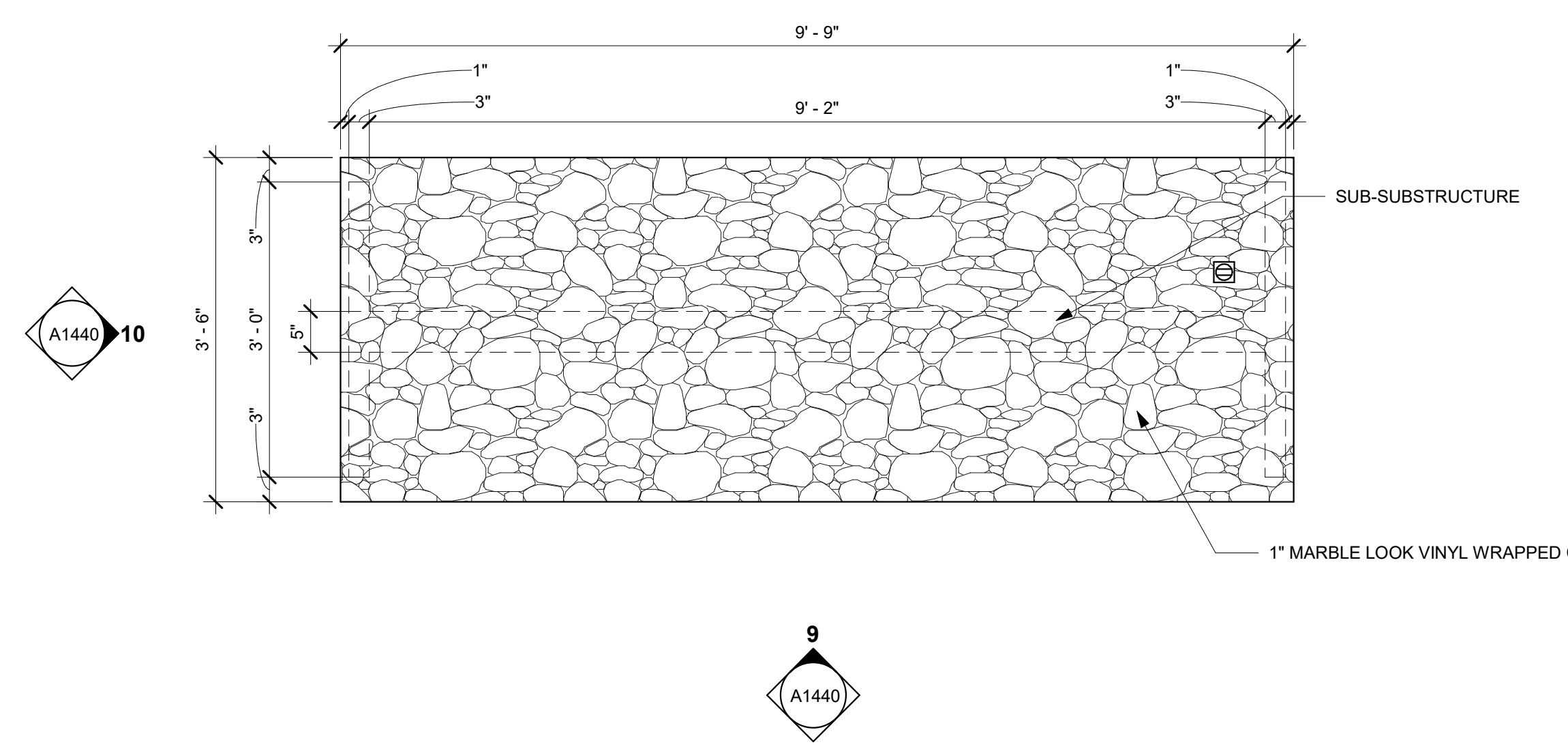
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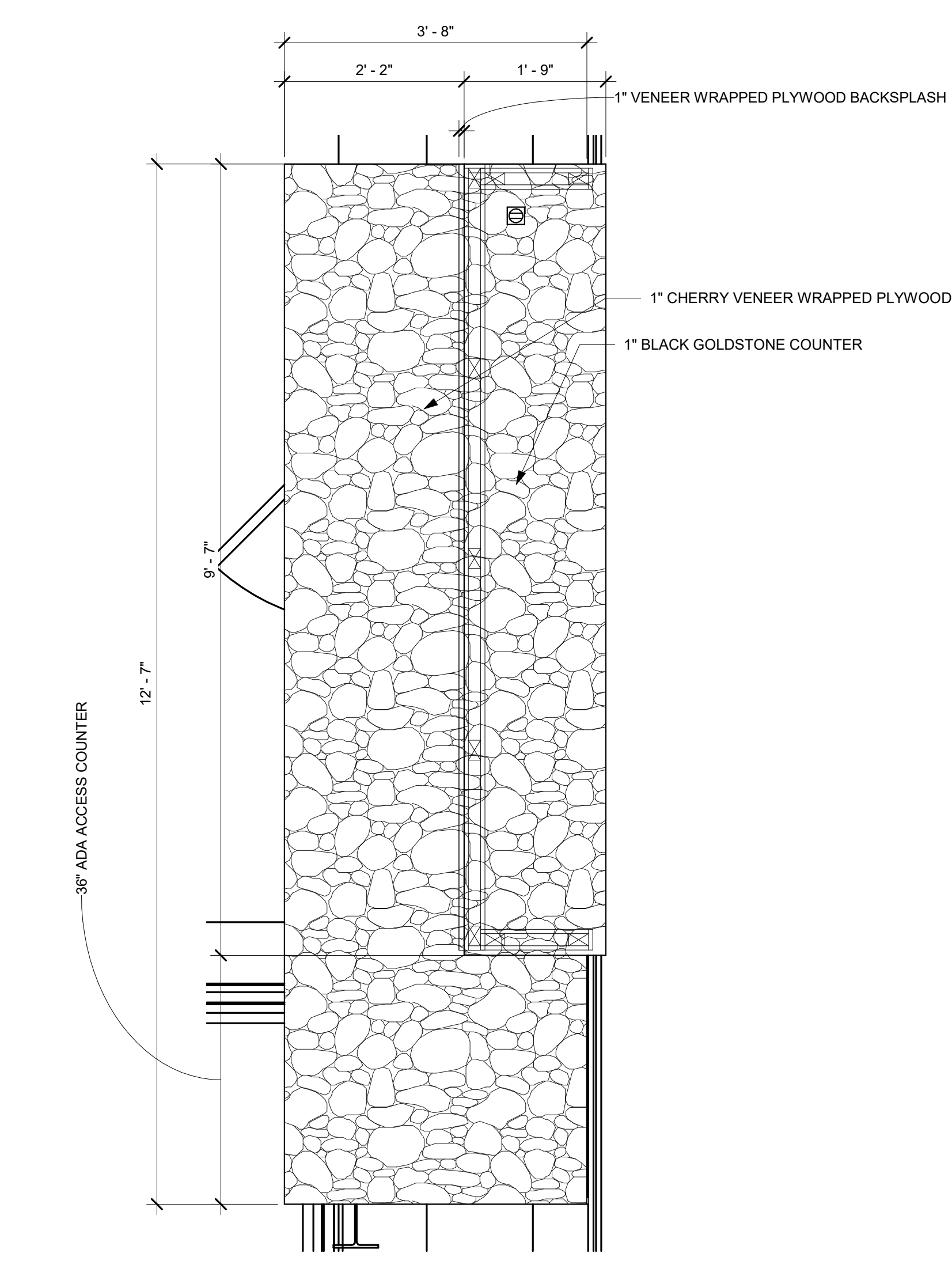
10 HIGH TOP COUNTER - SECTION DETAIL, LEFT & RIGHT
3/4\"/>



9 HIGH TOP COUNTER - SECTION DETAIL, FRONT
3/4\"/>



8 01-AREA A - PARTIAL - HIGHTOP CALLOUT
3/4\"/>



7 01-AREA A - PARTIAL - ISLAND CALLOUT
3/4\"/>

1/19/2022 2:54:16 PM

ROOM FINISH SCHEDULE												
ROOM #	ROOM NAME	FLOOR			BASE		WALL	CEILING		MILLWORK		COMMENT
		FINISH	HGT	TYPE	FINISH	FINISH	FINISH	FINISH	BASE CAB.	WALL CAB.	CNTRTP	
101	HYPERSPACE	EXISTING					ANATOLIA LEDGER STONE, CARBON	ARMSTRONG LINEAR VENEERED PLANKS	VERO COMODORO LAMINATE	VERDE COMODORO O LAMINATE	BLACK GOLDSTONE SOLID SURFACE	

ROOM FINISH LEGEND

SEE SPECIFICATIONS FOR PRODUCTS, TYPES, GRADES, ETC.

- NO WORK REQUIRED
- C.M.T. CERAMIC MOSAIC TILE
- CP.T. CARPET TILE
- E.M. ENTRY MAT
- EPOXY PT. EPOXY PAINT
- EXIST/JETR. EXISTING TO REMAIN
- F.T.T. FLEXIBLE TERRAZZO TILE
- G.W.T. GLAZED WALL TILE
- P.C.T. PORCELAIN CERAMIC TILE, PORCELAIN STONE TILE
- PHEN. SOLID PHENOLIC
- P.LAM. PLASTIC LAMINATE
- PT. PAINT (# INDICATES COLORS; SEE PLANS FOR ACCENT LOCATIONS)
- R.A.F. RESILIENT ATHLETIC FLOORING
- R.B. RUBBER BASE
- RES. EPOXY RESINOUS FLOORING
- R.S.T. RUBBER STAIR TREADRISER
- R.T. RUBBER TILE
- SEAL. HARDENER AND SEALER
- S.S. SOLID SURFACE
- STL. STEEL
- V.C.T. VINYL COMPOSITION TILE
- V.Q.T. VINYL QUARTZ TILE
- WD. WOOD

GENERAL FINISH NOTES

1. SEE SPECIFICATION FOR ALTERNATE NUMBERS, SCOPE AND EXTENTS.
2. SEE A1700 SERIES DOCUMENTS FOR FINISHES, ACCENT LOCATIONS, PATTERNS, ETC. FINISH GRAPHICS/SIZING ON ARCHITECTURAL PLANS AND ELEVATIONS PROVIDED FOR REFERENCE ONLY, WHERE CONFLICTING GRAPHIC IS NOTED, ROOM FINISH SCHEDULE AND DETAIL PLANS TO DICTATE.
3. FLOOR SUBSTRATE SURFACES TO BE STABILIZED, PATCHED, PREPPED AND TRANSITIONS TO BE PROVIDED.
4. PAINT SELECTIONS (PT1, PT2, PT3, ETC) INDICATED AND LOCATED FOR REFERENCE. COLOR SELECTIONS TO BE DETERMINED.
5. PROVIDE PAINT AND RESILIENT BASE AT ALL CHASES.
6. EXISTING PAINTED AND SCHEDULED HM DOOR AND GLAZING FRAMES TO BE PAINTED ON BOTH SIDES IN ALL LOCATIONS WHERE ADJACENT WALL SURFACE IS SCHEDULED TO RECEIVE FINISHES. PTX UNLESS OTHERWISE NOTED.
7. ALL EXPOSED BRICK OR DECORATIVE BLOCK IS TO REMAIN UNPAINTED, UNLESS OTHERWISE NOTED.
8. WALL TILE TO RUN FLOOR TO CEILING (OR TO UNDERSIDE OF ROOF DECK IF EXPOSED) UNLESS OTHERWISE NOTED.
9. REFER TO STRUCTURAL DRAWINGS FOR LOCATIONS OF SLAB DEPRESSIONS.
10. PROVIDE MINIMUM 1/4" HYDRAULIC CEMENT UNDERLAYMENT AT SUBSTRATES SCHEDULED FOR MECHANICAL ABATEMENT. FLASH TO EXISTING SURFACES.
11. ALL LAYOUTS ARE TO BE CENTERED IN THE ROOM UNLESS OTHERWISE NOTED.
12. PROVIDE METAL TRIM STRIP AT CARPET TO HARD-FINISH SURFACE TRANSITIONS.
13. SEE REFLECTED CEILING PLANS (RCP'S) FOR CEILING TYPES, PATTERNS, EXTENTS, AND HEIGHTS.
14. ALL HORIZONTAL SOFFIT FACES INDICATED ON CONTRACT DOCUMENTS AND IN-PLANE GYP CEILINGS TO BE PAINTED WHITE UNLESS OTHERWISE NOTED. VERTICAL SOFFIT FACE TO MATCH ADJACENT WALL UNLESS OTHERWISE NOTED.
15. ALL MISC WINDOW AND WALL LEDGE SILLS INDICATED ON CONTRACT DOCUMENTS TO BE SSM UNLESS NOTED OTHERWISE.
16. FLOOR FINISHES TO EXTEND FULL EXTENT OF SCHEDULED ROOM (BELOW MILLWORK, EQUIP, APPLIANCES, ETC.) UNLESS OTHERWISE NOTED.



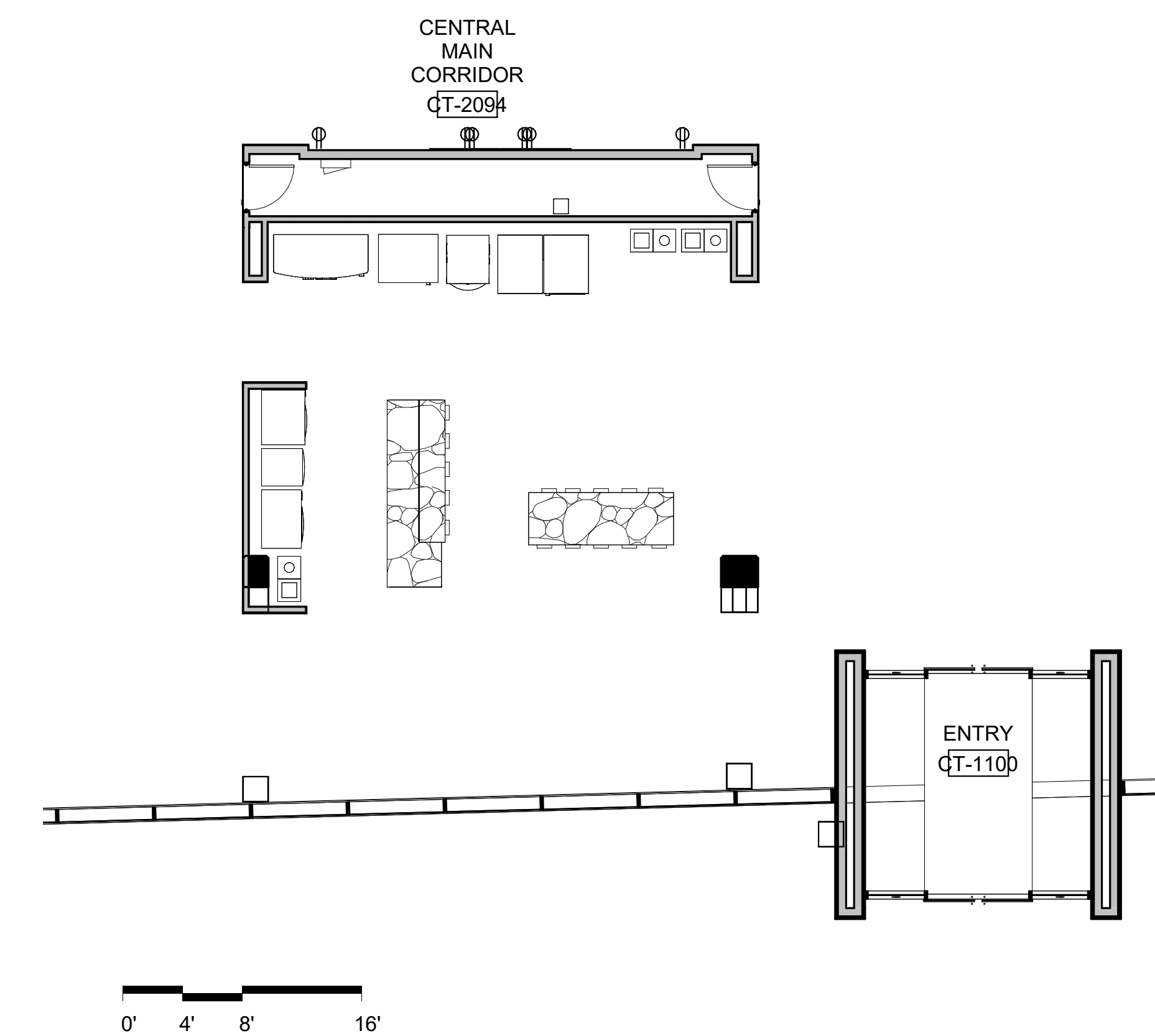
VENDING PROJECT

SYRACUSE AIRPORT
1000 Colonel Eileen Collins Blvd,
Syracuse, NY 13212



SEI
design group

585.442.7010 • 224 Mill St. • Rochester, NY 14614
518.435.2467 • 187 Wolf Rd., Suite 304 • Albany, NY 12205
607.304.4550 • 2 Court St., Suite 404 • Binghamton, NY 13901



1 PARTIAL FINISH PLAN
1/8" = 1'-0"

It is a violation of Title 16, Article 147 of NY's Education Law for any person, unless acting under the direction of a licensed architect, to alter any item on this document in any way. Any individual who alters this document in any way is liable to the full extent of the law and the violation shall be followed by the appropriate action as described in the applicable statute.

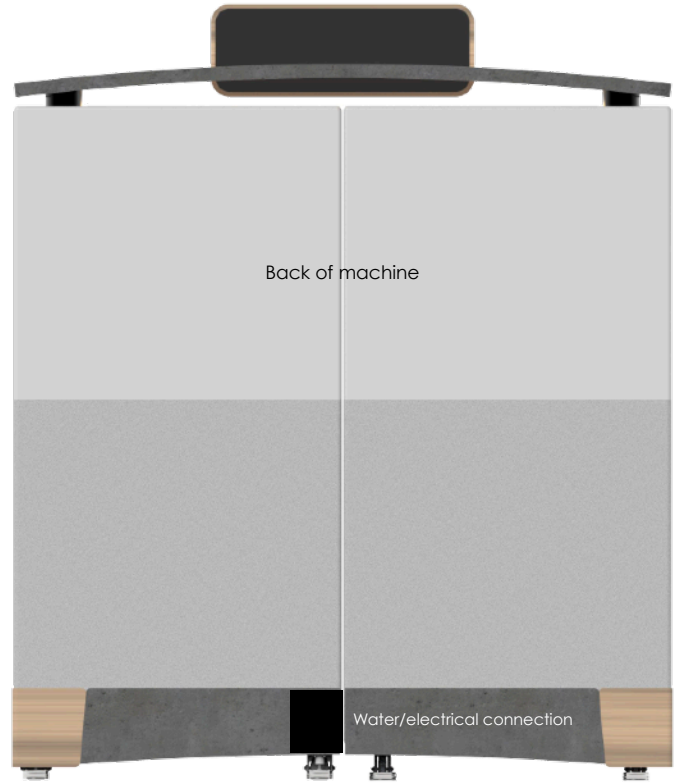
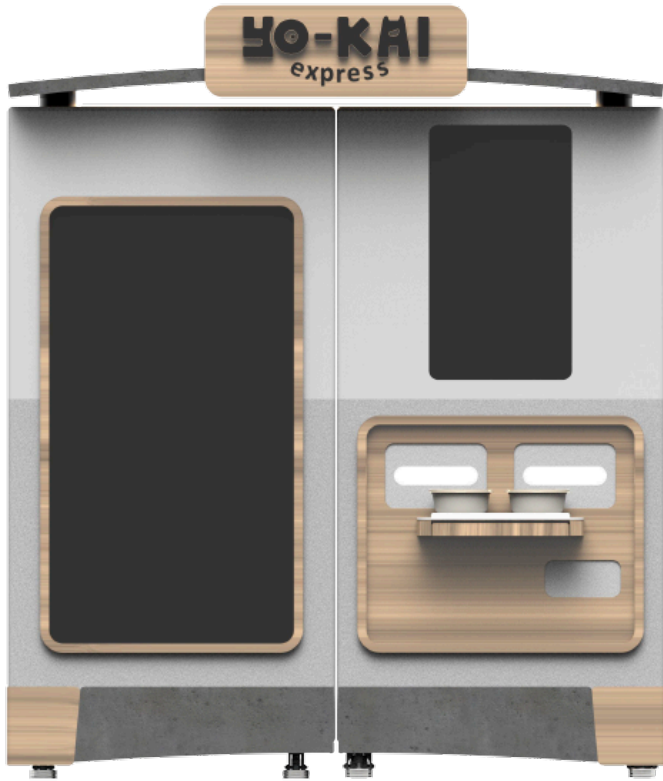
PROGRESS DRAWINGS

Date 01/20/23 SEI Project No. 22-4233

Revisions

ROOM FINISH SCHEDULE AND NOTES

A1700



TOUCHLESS AND CONTACTLESS

ITEM	SPEC
Power Voltage	AC220V
Power Voltage Range	AC200 ~ 240V
Frequency	50/60 Hz
Phase	Single Phase
Instantaneous Power Time	Less than 10 ms
Amperature	50A
Max Power Consumption	11KW

ITEM	SPEC
Total Width:	72 inches
Total Height:	83 inches
Total Depth:	47 inches
Net Weight:	1,760 lb
Water inlet & outlet	¾ connector and pipe
Receptacle Type:	NEMA-10-50R
Plug Type:	NEMA-10-50P

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EXPERIENCE EASY like never before.

Introducing the new **Merchant Media** – delivering the most intuitive and integrated consumer experience vending has ever seen, making it easier for you to **experience more sales.**



	MERCHANT AMBIENT 4-WIDE 6-WIDE		MERCHANT COMBO 4-WIDE 6-WIDE		BEVMAX* 7-WIDE 9-WIDE	
HEIGHT	72"					
WIDTH	33"	44"	35"	46"	39"	47"
DEPTH	35"	35"	30"	30"	32"	32"
WEIGHT	510 lbs.	610 lbs.	545 lbs.	645 lbs.	545 lbs.	764 lbs.
ELECTRICAL	115 VAC 60Hz, 3A	120 VAC 60Hz, 3A	115 VAC 60Hz, 7A	115 VAC 60Hz, 7A	115 VAC 60Hz, 10.2A	120 VAC 60Hz, 10.2A
CERTIFICATIONS	UL, cUL, CE, FCC, NAMA					

Costa Smart Café

Installation Guidelines



COSTA

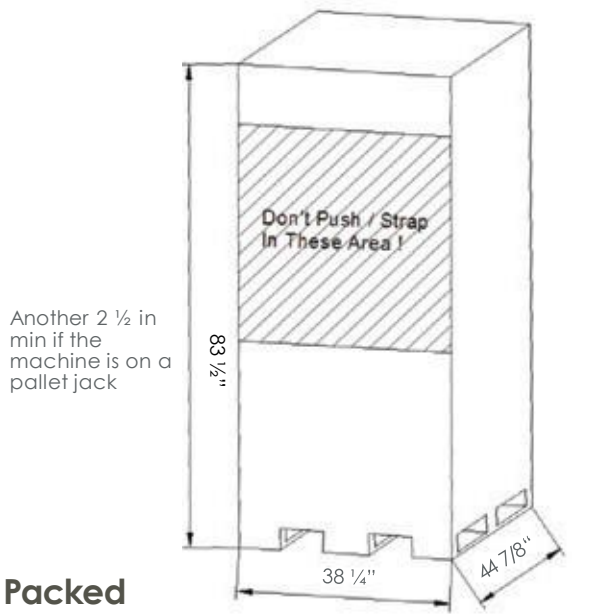
Installation Specifications

Dimensions and Location:

- The dispenser must be located in a climate controlled environment, overseen by trained personnel.
- The dispenser is 79" in height, 34" wide and 38 ¼" deep with the door closed. The antenna gives an additional 2 ½" in height at the back left corner for a total height of 81.5".
- With the door open it is 44 ½" wide and 63" deep. The door is hinged on the left hand side and requires a 7 ½" gap on the left to allow for the swing of the door.
- The dispenser must have an air gap all around for ventilation. Minimum requirements are 2 ¾" on each side, 8" at the rear and 12" on top.
- Two adjacent dispensers must have a gap of 8" between dispenser sidewalls to allow for opening of the door on the right side dispenser.
- The dispenser must be positioned on a level surface.
- The area loading is 882 pounds over 3.4 square feet on four points of contact.
- All units must be set on the floor and never raised on a curb or a step.
- Location must be indoors on a wipeable, non-porous concrete, linoleum, tile, wood or stone surface. It cannot be operating on a carpet.
- Temperature range between 60F and 89F. If ambient temperature is expected outside this range then the room must be heated/air-conditioned accordingly.
- Dispenser must not be in direct sunlight because of glare, heat and consequent damage to the screen.
- Be careful not to install the machine where it blocks doors and fire routes, especially with the door open.

Technical Drawing

On pallet with packaging



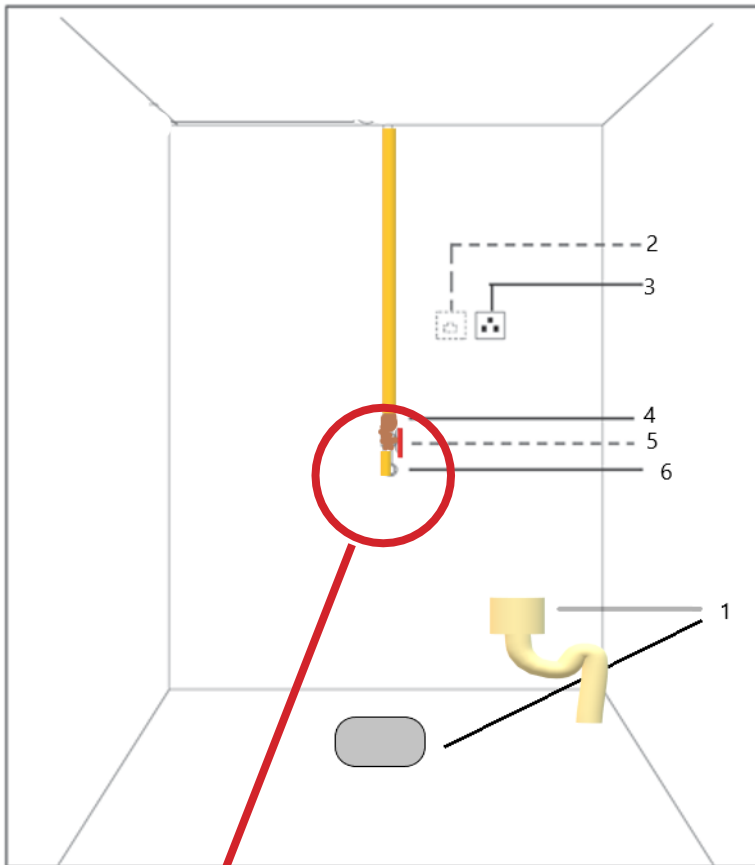
Without pallet



Utilities Specifications

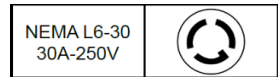
Site Services Overview for Installation

- The Costa Coffee Smart Café requires a potable water supply, AC power and waste discharge.
- Costa takes responsibility for the machine side of the interface between the site service termination and the machine. The site is responsible for the services upstream of the termination.



Dispenser center rear at 24" above finished floor level

1	Waste Connection 1 1/4" min. or floor drain within 6 ft of dispenser
2	N/A
3	Dedicated, No GFCI 208 VAC – 30 AMP circuit, L6-30R
4	0-10 bar pressure regulator
5	1/2" water supply w/ ball valve
6	1/2" MPT connection



PLEASE NOTE: Water and Waste orientation to be dependent upon site specifics

Further Information Required or Questions?

If you have any further questions, or
require additional information, please
contact our installations Department

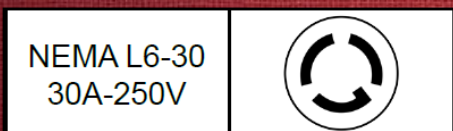
Costa Coffee Smart Cafe

844-55COSTA

844-552-6782

Customer Site Preparation Checklist:

- Electricity
 - 208V / 30AMP Dedicated Plug L6-30R



- Water
 - ½" Male Threaded with shut off valve
- Drain – only one required
 - 3" Floor Drain
 - 1 ½" Bell / Cup Drain with 4" depth



Company Background

The World Leader in Automated Retail

Our advanced end-to-end solution allows our location partners to drive new, incremental revenue while enhancing their customer experience through offering products from leading and trusted brands. **Click picture below for automated store demo.**



Experience

Developing and managing automated retail networks since 2005

Portfolio

Top brand partners include Best Buy, CVS, Proactiv, Benefit Cosmetics, Allure, Dollar Shave Club, Pokémon, UNIQLO, Skyroom, Dixons, Kusmi and Nespresso



International

Operating ~1,200 units globally in US, Canada, Europe, Japan and Australia

Product Assortment

Store carries CVS and national brands, including Colgate, Tampax, Gillette & more. Products include allergy & pain relief, first aid, sleep & health essentials, and personal care products.

Prices range from \$1.49 to \$59.99

Detailed product list on next page
(subject to change)

Specifications

- Large store front for a quick product selection
- PCI compliant
- EMV, NFC, mobile & magstripe payment
- ADA compliant
- Power: 120/ 240V, 10 amp
- Network: Wireless modem



Product List

Health & Medicine					
CVS Health Allergy Liquid Cherry Flavored	\$5.99	Pepto Bismol Cherry Chewable Tablets, 30 CT	\$8.79	CVS Health Advanced Healing Premium Bandages Assorted	\$6.19
CVS Health Fluticasone Nasal Spray 60 Metered Sprays	\$13.29	CVS Health Antacid Tablets Assorted Fruit, 72 CT	\$5.39	Crest3D White Whitening Toothpaste Radiant Mint, 3.5 OZ	\$4.59
CVS Health Non-Drowsy Allergy Relief Loratadine, 30 CT	\$18.79	CVS Health Acid Reducer Tablets Maximum Strength, 24 CT	\$6.99	CVS Health Battery Powered Travel Sonic Tooth Brush	\$ 15.29
CVS Health Allergy Relief, Cetirizine 10 Mg Tablets	\$18.99	Esomeprazole Magnesium Tab 42 CT	\$21.99	Max Fresh Toothpaste and Travel Toothbrush	\$2.09
CVS Health Allergy Relief Diphenhydramine Tablets,100 CT	\$12.99	CVS Health Motion Sickness Less Drowsy, 25mg Tablets	\$7.99	CVS Health Children's Ibuprofen Oral Suspen, Berry 4 OZ	\$6.99
CVS Health Sinus PE Decongestant	\$8.49	Sea Band Wristbands, 2 CT	\$14.49	CVS Health Children's Pain & Fever Suspen, Grape 4 OZ	\$6.99
Mucinex 12-Hr Chest Congestion Expectorant Tablets 20 CT	\$15.99	CVS Health Extra Strength Gas Relief Softgels, 30 CT	\$6.99	CVS Health Extra Strength Acetaminophen Caplets, 100 CT	\$7.49
CVS Health Max Strength Sinus Relief Daytime & Night	\$11.79	CVS Health Anti-Diarrheal Soft Gels, 24 CT	\$8.19	CVS Health Ibuprofen 200mg Coated Tablets, 100 CT	\$6.99
CVS Health Max Strength Sinus Relief Caplets	\$11.79	CVS Health Ear Plugs, 1 pair	\$7.69	CVS Health Extra Strength Headache Relief Caplets	\$6.29
CVS Health Honey Lemon Menthol Cough Suppressant, 30 CT	\$1.99	CVS Health Multi Solution for Contact Lenses, 12 OZ	\$8.29	CVS Health Low Dose Aspirin Tablets, 120 CT	\$5.99
Ricola Cough Drops Natural Herb	\$6.19	Eustachi Eustachian Tube Exerciser	\$59.99	CVS Health Maximum Strength Caffeine Caplets	\$8.29
Zicam Cold Remedy Rapid Melts, 25 CT	\$14.49	CVS Health Eye Drops Max 0.5 OZ	\$4.89	CVS Health Ibuprofen PM Pain Reliever Coated Caplets	\$10.49
Emergen-C Vitamin C, 10CT	\$6.69	CVS Health Tampons Regular Absorbency Unscented, 20 CT	\$4.99	CVS Health Melatonin Capsules 10mg, 60 CT	\$12.29
Abreva Cold Sore Treatment, 2 Grams	\$21.99	Playtex Sport Tampons	\$6.19	CVS Health Max Strength Sleep Aid Softgels 32 CT	\$8.69
CVS Health Lip Balm SPF 15, 2 pack	\$2.19	CVS Health Ultra Thin Pads Regular With Wings	\$3.59	Zzzquil Nighttime Sleep Aid LiquiCaps	\$10.99
Burt's Bees Lip Balm Blister Pack	\$11.49	CVS Health Flexible Fabric Anti-Bacterial Bandage, 30 CT	\$4.09	Trojan Condoms Ultra Thin Lubricated	\$6.99
5-Hour Energy Extra Strength	\$6.59	CVS Original Strength Antibiotic Ointment	\$8.29	Trojan BareSkin Sensitivity Condoms	\$17.29
Beauty & Personal Care					
Dove Advanced Care Antiperspirant Deodorant, 2.6 OZ	\$6.99	Tresemme Moisture Rich Shampoo, 3 OZ	\$1.99	Gillette Shave Gel Sensitive Skin, 2.5 OZ	\$2.09
Dove Men+Care Antiperspirant Deodorant Stick, 2.7 OZ	\$5.99	Listerine Advance Arctic Mouth Rinse 3 OZ	\$2.99	CVS Health Ultra Sheer Lotion Sunscreen SPF 30, 3 OZ	\$8.49
Tresemme Spray Super Hold, 2oz	\$2.49	Gillette Womens Venus Razor, 1 CT	\$8.99	Beauty 360 Makeup Remover Towelettes, 25/Pack	\$6.49
Tresemme Extra Hold Gel, 2 OZ	\$2.29	Gillette Fusion Men's Razor, 1 CT	\$10.99		
Tech					
Soundlogic XT 2200mAh Portable Power Cell Battery	\$14.99	SoundLogic Stereo Metal Earbuds, Blue	\$9.99	Powerxcel Rapid Charge 10Ft Type-C Cable, Black	\$14.99
Powerxcel Wireless Magnetic Stereo Earbuds	\$19.99	Rapid Charge Braided 10Ft Lightning USB Charge & Sync Cable, Black	\$19.99	Powerxcel Rapid Charge Wall Charger, Silver	\$9.99
Philips Bass Sound Earbud Headset, Black	\$16.99	Powerxcel Rapid Charge 10Ft Micro USB Cable, Black	\$9.99	My Arcade Handheld Gaming System	\$19.99
Home & Grocery					
Tide To Go Instant Stain Remover Pen	\$ 4.09	Krave Sea Salt Beef Jerky	\$6.99	Gold Emblem Fruit & Nut Trail Mix	\$ 7.79
Gold Emblem Teriyaki Beef Jerky	\$6.49	CVS Alkaline Batteries AA 8-Pack	\$7.79	Gold Emblem Peanut Butter Filled Pretzels, 5 OZ	\$ 1.59
Gold Emblem Abound Unsalted Pistachio & Almond Blend	\$7.19				



Kiosk model: ART-MICROWAVE-01

Installation Site – Power Requirements

Version v4, March 7, 2022

Objective: This document is intended to provide an electrical contractor with the necessary information to effectively provide AC power for proper kiosk operation. This document is meant to serve as a guide and all local and state building codes, electrical codes and other applicable electrical safety regulations must be followed, please refer to your local building inspector for further guidance.

Overview: The kiosk is comprised of many subsystems with both high and low voltage. The main AC supply circuit is 208V 30A single phase and requires a NEMA L6-30R Receptacle. The site may have new power being installed or existing power infrastructure that needs to be revised. There is no preference on which option is chosen, provided that the new circuit is dedicated and meets all state and local building codes. Please take note when revising existing circuitry, that the wire gauge is validated to be of the correct minimum gauge thickness.

Kiosk Electrical Requirements:

Wall receptacle:	NEMA L6- 30, UL LISTED
Input Voltage:	Minimum = 208V Max = 220V Single Phase
Panel to Receptacle Wire Ga:	10AWG UL LISTED WIRE
Circuit Breaker:	30A – 240V OR HIGHER VOLTAGE, UL SAFETY LISTED

Additional Requirements:

- All electrical equipment, fixtures and installation shall be UL listed
- All wiring, junction boxes and other connections shall be fully concealed
- Pancake-mold, wire-mold, duct tape, etc. are not acceptable
- All electrical wiring to be in conduit
- Rigid conduits are required for all conductors
- Type AC (metal clad) cable is required
- Coordinate all new routing of conduit, feeder cables, and connections with

Landlord's main electrical gear and ensure proper and concise labeling of all elements of the dedicated circuit.



Notes:

- Contractor should have current and proper licensure for the state and local municipality they are conducting the work in.
- All work must be permitted and inspected by local authorities prior to final kiosk installation.



PicoCooler Breeze

The most secure solution with automated product recognition

Think **Fresh**. Think **Anywhere**.
Think **SMART COOLER**.

With the controlled access PicoCooler Breeze, you can give customers the self-service options they want, combined with the security your business needs.

- Confidently expand your location reach into more public or high-traffic areas
- Give your customers the freedom to explore premium items before they buy
- Quicker turn on investment by stocking higher margin items, not limited to refreshments
- Interior LED light, temperature control cooler
- Integrated with 365 Retail's trusted back-end administration software, ADM



Meet your consumer's on-the-go needs.
Get your PicoCooler Breeze today!

Contact us today.

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The 365 PicoCooler Breeze provides grab-and-go options to a wide variety of locations.

HOSPITALS

Provide employees with safe, reliable meal options. Offers a legitimate meal option for second and third shifts.

UNIVERSITIES

Ease the minds of students and staff by offering a quick and secure way to purchase food and beverages with their mobile phone.

GYMS

Help face the new norm by offering members a frictionless way to purchase beverages, fresh food, and other impulse items.

AIRPORTS

Give travelers one less thing to worry about with convenient access to fresh meals and snacks, placed anywhere in the terminal.

PicoCooler:
Now with automated
product recognition



Make your
customer
purchasing
process a
BREEZE

1

ACCESS COOLER VIA
PAYMENT METHOD

2

OPEN THE COOLER,
GRAB YOUR ITEM(S)

3

CLOSE THE COOLER
DOOR AND ENJOY!

Meet your consumer's on-the-go needs.
Get your PicoCooler Breeze today!

Contact us today.

sales@365smartshop.com

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SYRACUSE REGIONAL AIRPORT AUTHORITY
CONSTRUCTION AGREEMENT
(with No Federal Funding Component)

THIS AGREEMENT is dated as of the ___ day of _____ in the year 20__ by and between the Syracuse Regional Airport Authority, a New York State public benefit corporation, having an address at 1000 Col. Eileen Collins Boulevard, Syracuse New York 13212 (hereinafter called Authority) and _____ a _____ (jurisdiction of formation) _____ (type of entity) having an address at _____ (hereinafter called Contractor).

WHEREAS, the Syracuse Hancock International Airport (the “Airport”) is owned by the City of Syracuse, New York (the “City”); and

WHEREAS, pursuant to a series of agreements between the Authority and the City, the Authority has been duly authorized by the City to operate the Airport on a long term basis and as such the Authority is authorized and empowered to enter into any and all agreements concerning the maintenance, improvement, repair and expansion of the Airport (“Airport Improvement Projects” or “AIP”); and

WHEREAS, in connection with its operation of the Airport, the Authority engages various consultants, engineers, architects and various other professionals (“General Airport Consultants” or “GAC’s”) to assist it with the solicitation of bids, requests for quotations and qualifications, and after the selection of a particular contractor for a particular Airport Improvement Project, a GAC will also prepare the final construction documents, drawings, technical specifications and related documents and materials (“Construction Bid Set”) for a particular Airport Improvement Project the “form” and content of which may vary depending on the particular GAC preparing the Construction Bid Set and the funding source and nature of a particular Airport Improvement Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows;

ARTICLE 1 – GENERAL PROVISIONS

The foregoing Recitals are true and correct and are incorporated herein as material terms of this Agreement.

All terms and conditions of the Construction Bid Set for this AIP, independently or as same may be annexed as an Exhibit to this Agreement, are specifically incorporated by reference herein.

Any ambiguity in this Agreement, in the Construction Bid Set, or between this Agreement and the Construction Bid Set shall be construed and resolved in favor of the Authority and in a manner consistent with providing the Authority a high-quality AIP and in a timely and cost efficient manner.

All references to Engineer, Design Engineer, Aviation Contract Officer, Owner, Architect or similar terms as may be used in this Agreement or the Construction Bid Set shall be deemed to mean the Authority and/or its duly authorized representative.

In the event of a dispute concerning interpretation of any provision of this Agreement and/or the Construction Bid Set and/or the quality of any services, work or items provided in connection therewith, the Authority’s determination, decision and/or resolution of same shall be final and binding.

All references to “Contract” or other similar terms in this Agreement, including the Construction Bid Set,

SYRACUSE REGIONAL AIRPORT AUTHORITY
CONSTRUCTION AGREEMENT
(with No Federal Funding Component)

shall be deemed to mean this Agreement.

All references to “Contract Price” or other similar terms in this Agreement, including the Construction Bid Set, shall be deemed to mean Contract Price as defined in this Agreement.

All references to “Work” or similar such similar term in this Agreement, including the Construction Bid Set shall be deemed to mean the Airport Improvement Project described therein.

GIVEN THE VARYING CONSTRUCTION BID SETS USED BY VARIOUS GAC’S AS REFERENCED IN THE FORGOING RECITALS, AND THE VARIETY OF FUNDING SOURCES FOR PARTICULAR AIRPORT IMPROVEMENT PROJECTS EACH OF WHICH MAY REQUIRE THE INCLUSION OF SPECIFIC CONTRACT LANGUAGE AND REQUIREMENTS, AND THE AUTHORITY’S DESIRE TO USE A UNIFORM “MASTER” AGREEMENT FOR ALL GENERAL AIRPORT CONSULTANTS TO USE WITH ALL AIRPORT IMPROVEMENT CONTRACTS, CONTRACTOR SPECIFICALLY AGREES FOR IT AND ALL THOSE ENGAGED BY IT IN PERFORMING THIS AGREEMENT, THAT ALL REFERENCES HEREIN OR FAILURES TO REFERENCE HEREIN SPECIFIC SECTIONS OF THE CONSTRUCTION BID SET SHALL NOT BE STRICTLY CONSTRUED OR CONSTRUED AGAINST THE AUTHORITY, BUT SHALL BE CONSTRUED AND RESOLVED IN FAVOR OF THE AUTHORITY AND CONSISTENT WITH BOTH GENERAL AND SPECIFIC CONTRACT LANGUAGE THAT THE AUTHORITY IS REQUIRED TO INCLUDE IN ITS CONTRACTS BY ITS VARIOUS FUNDING SOURCES, AND IN A MANNER CONSISTENT WITH PROVIDING THE AUTHORITY A HIGH QUALITY AIRPORT IMPROVEMENT PROJECT IN A TIMELY AND COST EFFICIENT MANNER AND FOR NO MORE THAN THE CONTRACT PRICE AS STATED HEREIN. Whether construed as an offer, acceptance or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. This contract shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded except by a written change order issued by the Authority. *This contract expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response to this contract from the Contractor is hereby given. Regardless of its construction as an offer, acceptance, confirmation or use to place orders for goods or services pursuant to an earlier contract, this contract incorporates by reference all terms of the Uniform Commercial Code providing any protection for a Buyer, including, without limitation, all express and implied warranty protection and all Buyer’s remedies under the Uniform Commercial Code.*

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ARTICLE 2 – GOVERNMENT CONTRACT CLAUSE REQUIREMENTS

Federally Required Clauses

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in all such grant funded projects and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by contractor as follows:

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI COMPLIANCE

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the

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sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

New York State Required Contract Clauses (Standard Clauses for NYS Contracts-October 2019)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by Contractor as follows:

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

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New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-2012> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the

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person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

ARTICLE 3 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in this Agreement inclusive of the Construction Bid Set.

ARTICLE 4 - CONTRACT TIMES

4.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions/Table of Contents Sections dealing with “Failure to Complete on Time”, and accepted in accordance with General Provisions/Table of Contents Sections dealing with “Final Acceptance”. In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions/Table of Contents Sections addressing such matters.

4.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions/Table of Contents Sections dealing with “Determination and Extension of Contract Time”, the sum stipulated in General Provisions/Table of Contents Sections addressing “Failure to Complete on Time” will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 5 - CONTRACT PRICE

5.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total Base Bid in the amount of \$_____ Add-on Bid No. 1 in in the amount of \$_____, for a total Contract amount of \$_____, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section/Table of Contents dealing with “Consideration of Proposals” if applicable.

5.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section/Table of Contents addressing “Measurement and Payment” considerations.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer’s estimate in accordance with General Provisions Section/Table of Contents Sections addressing “Measurement and Payment”. Progress payments will be made in accordance with General Provision Section/Table of Contents Sections concerning “Partial Payments”.

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- 6.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section/Table of Contents Sections addressing “Partial Payments”, will be deducted and retained by the Owner until the final payment is made.
- 6.3 **Final Payment:** Final payment will be made in accordance with General Provisions/Table of Contents Sections addressing “Acceptance and Final Payment”.
- 6.4 **Withholding of Payments:** Payment, or partial payment, will be withheld by the Owner because of claims made or liens filed in connection with the Contract in accordance with General Provisions Section/Table of Contents Sections addressing “Mechanics Liens” and “Lien Law” related issues.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract including all Addenda and modifications thereto including the Construction Bid Set.
- 7.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 7.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 7.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 7.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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7.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 8 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 8.1 The Construction Bid Set as same may have been modified or amended.
- 8.2 The Contractors Proposal with discrepancies corrected.
- 8.3 This Contract.
- 8.4 The Contractor's Performance Bond and Payment Bond.
- 8.5 The Contractor's Certificates of Insurance as specified in the Construction Bid Set in the appropriate coverages and amounts and naming the Authority and the City of Syracuse as additional named insureds.
- 8.6 The Notice of Award and Notice to Proceed.
- 8.7 The General Provisions/Table of Contents and the Technical Specifications, which are a part of the Contract and Construction Bid Set.
- 8.8 The Contract Drawings as listed in the Table of Contents and shown in the Construction Bid Set.
- 8.9 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
---------------------	-------------

8.10 There are no documents forming the Agreement other than those listed above in this Article 8. The Contract may only be amended or modified in a writing signed by both parties.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement shall have the meanings in the General Provision/Table of Contents Sections pertaining to "Definition of Terms".
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the prior written consent of both party's; any moneys that may become due and payable under this Agreement may not be assigned without prior written consent of both parties.
- 9.3 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation

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shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4 Owner and Contractor agree that this Agreement shall be governed by and construed pursuant to the laws of the State of New York without regard to its conflicts of laws principles; that the state or federal courts sitting in the County of Onondaga, State of New York shall have exclusive jurisdiction with regard to any disputes concerning this Agreement; Contractor expressly consents to the personal jurisdiction of such courts; and that venue in such courts shall be exclusive and proper.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective on the day and year first above written.

SYRACUSE REGIONAL AIRPORT AUTHORITY

By: _____

Name: H. Jason Terreri

Title: Executive Director

_____ (Contractor Name)

By: _____

Name: _____

Title: _____

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(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF NEW YORK
COUNTY OF ONONDAGA

} **SS:**

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____
COUNTY OF _____

} **SS:**

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



APPENDIX A

Minority and Women-Owned Business Enterprise (MWBE) and
Equal Employment Opportunity (EEO) Participation Requirements
For all NYS Syracuse Regional Airport Authority Contracts and Grants

Authority: Article 15-A of the Executive Law, 5 NYCRR parts 140-144, Appendix A: Standard Clauses for All New York State Contracts and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A.

I. General Provisions

- A.** New York State Executive Law § 310-318, (Article 15-A: Participation by Minority Group Members and Women with Respect to State Contracts – hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises has a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (Disparity Study). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Syracuse Regional Airport Authority (SRAA) establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (MWBE) and the employment of minority group members and women in the performance of New York State contracts. SRAA fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.
- B.** SRAA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value: (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or; (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, SRAA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other SRAA contracts. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. Contractors participating in and/or selected for procurement opportunities with SRAA shall fulfill their obligations to comply with applicable Federal, State

and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs including but not limited to the Statute and its implementing regulations as promulgated by New York State's Empire State Development (ESD) Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144.

- C. Copies of the required SRAA Forms are identified in this Appendix and available on SRAA's Internet Site at <http://www.syrsgaa.com>. The Contractor agrees to complete and submit these forms without change in response to goals specified in the Request for Proposal (RFP) or contract.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of the Appendix or enforcement proceedings allowed by the Contract.
- E. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women's Business Enterprise Program is available on the DMWBD internet site at <https://esd.ny.gov/mwbe/programmandate.html>.

II. Contract Goals

- A. For purposes of this procurement, the SRAA hereby establishes an overall goal of thirty percent (30%) for Minority and Women-Owned Business Enterprises (MWBE) participation. Additionally, an overall goal of ten to twenty percent (10-20%) is established for Equal Employment Opportunity (EEO) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR § 142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the SRAA for liquidated or other appropriate damages, as set forth herein.
- D. As a condition of the Contract, the Contractor and SRAA agree to be bound by the provisions of § 316 of Article 15-A of the New York State Executive Law regarding enforcement.
- E. SRAA reserves the right to establish separate and different goals on any State Contract, as identified in the specified procurement. For Guidance on what factors SRAA will consider in determining what goals are appropriate in relation to a specific State Contract, refer to 5 NYCRR § 142.2(a)(1) – (6).

III. Equal Employment Opportunity Requirements

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the SRAA within seventy two (72) hours after the date of the notice by SRAA to award the contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the SRAA may provide the Contractor or Subcontractor a model statement (see SRAA 5000 – Minority/Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status. The Contractor will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan - SRAA Form 5001- Equal Employment Opportunity Staffing Plan

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

D. Workforce Employment Utilization Report (Workforce Report) – SRAA Form 5002 – Equal Employment Opportunity Workforce Employment Utilization/Compliance Report

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the SRAA of any changes to the previously submitted Staffing Plan. This

information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender and federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by contractor and any subcontractor performing work on the Contract.
 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
 4. In the case where the Contractor's and/or subcontractor's workforce does not change within the quarterly period, the Contractor shall notify SRAA in writing.
 5. All forms and reports will be submitted to the SRAA program manager for this contract and forwarded to Tori Hunt at huntt@syraairport.org.
- E. Contractor shall comply with the provisions of the Human Rights Law, and all other state and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Requirements

The contractor acknowledges that it is the policy of the State of New York and of SRAA that MWBEs shall be given the opportunity for meaningful participation in the performance of State contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by MWBEs identified in the ESD directory of certified businesses¹.

1. For the purposes of this Appendix A, the question of whether a Contractor has engaged in and documented "Good Faith Efforts" to solicit active participation to meet established goals under this procurement by MWBEs in the performance of State Contracts shall be determined by the SRAA Executive Director or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 142.8.
2. The separate MBE and WBE participation goals established by SRAA for this procurement are based on the overall availability of MWBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

¹ All MWBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Should the Contractor identify a minority-owned or woman-owned firm that is not currently certified as an MWBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the SRAA MWBE Coordinator. SRAA's MWBE Coordinator will work with ESD to expedite the application; however, it is the responsibility of the Contractor to ensure that a sufficient number of certified MWBE firms have been identified in response to this procurement, in order to facilitate full MWBE participation.

A. The Contractor represents and warrants that Contractor has submitted the following SRAA forms either prior to, or at the time of, the execution of the contract:

1. M/WBE Subcontractor Utilization Plan (SRAA Form 5003)

- a. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- b. If a Contractor seeks modification to its previously approved MWBE Subcontractor Utilization Plan, the Contractor shall first notify SRAA in writing of such change and obtain approval from SRAA.
- c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the SRAA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

2. M/WBE Goal Requirements – Certification of Good Faith Efforts (SRAA Form 5004) to achieve the overall prescribed MWBE participation percentage (30%) goals set forth in the procurement.

3. MWBE Subcontractors' and/ or Suppliers' Letter of Intent to Participate (SRAA Form 5007), which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.

V. Waivers

A. For Waiver Requests, Contractor should use SRAA Form 5010 MWBE Subcontractor Request for Waiver Form.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a request for waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the SRAA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the SRAA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with Contract goals and no waiver has been issued in regards to such non-compliance, the SRAA may issue a Notice of Deficiency to the Contractor. The Contractor must respond to the Notice of Deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Compliance Reporting

A. Contractor is required to submit the Subcontractor Quarterly Compliance Report (SRAA Form 5011) to the SRAA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

B. All reports will be submitted to the SRAA program manager for this contract and forwarded to Tori Hunt at huntt@syrairport.org.

C. Failure to timely submit a Subcontractor Quarterly Compliance Report and/or other reports or information as requested by SRAA may result in payments under the contract being delayed until such reports or other information have been received by SRAA.² The SRAA may also deem other noncompliance with requirements under the Statute as a breach of contract and commence any other means of enforcement permitted under the contract and/or by law.

VII. Liquidated Damages – MWBE participation

- A. Where SRAA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the SRAA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between: (a) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (b) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. Determination of compliance or non-compliance with the Contract's MWBE participation requirements shall be based upon the Contractor's Utilization Plan, MWBE Sub-Contractor Quarterly Reports, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the MWBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an MWBE subcontractor waiver request.
- D. Upon a determination that a willful and intentional failure to comply with the MWBE participation requirements has occurred, the SRAA shall withhold the amount established in paragraph B from any future payments otherwise required by this Contract. All funds being withheld pursuant to this provision shall be offset as liquidated damages upon the expiration or termination of the contract, unless the Contractor comes into compliance with the MWBE requirements at any time during the term of the Contract but prior to the submission of a request for final payment on the contract. All payments withheld pursuant to this provision shall be released upon SRAA's determination that the Contractor has come into compliance.
- E. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the SRAA, Contractor shall pay such liquidated damages to the SRAA within sixty (60) days after they are assessed by the SRAA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the SRAA.

² Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to MWBEs, (ii) to verify MWBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

VIII. Sanctions

SRAA reserves the right to impose sanctions following a determination of non-compliance by a Contractor. Sanctions may be imposed upon the Contractor whenever EEO and/or MWBE program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:

- Disallowance of costs associated with such noncompliance;
- Initiation of procedures to suspend or terminate the grant or contract;
- Withholding of progress payments until such time as corrective actions have been undertaken by the Contractor to the satisfaction of SRAA;
- Deleting Contractor's name from bid lists for a specified period of time to be determined in the sole discretion of SRAA;
- Report Contractor as non-responsible to NYS OSC Vendor Responsibility System; and
- Other sanctions of which a Contractor has notice in writing prior to or during the performance of a contract.



APPENDIX B

Service Disabled Veteran Enterprise (SDVE) Participation Requirements For all NYS Syracuse Regional Airport Authority Contracts and Grants

Authority: Article 17-B of the Executive Law, 9 CRR-NY G I 252, Standard Clauses for All New York State SRAA Contracts and requirements of any federal law concerning opportunities for service disabled veteran enterprises which effectuate the purposes of Article 17-B.

I. General Provisions

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses (SDVOBs). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. New York State Executive Law [Article 17-B](#) governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting.

Key Objectives of the DSDVBD:

- To encourage and assist State agencies and authorities that are engaged in contracting activities to award a share of State contracts to SDVOBs.
- To review applications by businesses seeking certification as a SDVOB and to maintain a directory of NYS Certified SDVOBs.
- To promote the business development of SDVOBs through education and outreach to agencies, authorities, non-profit organizations, independent contractors, and SDVOBs.
- To collect, review, monitor, and report on data pertaining to the utilization of SDVOBs by NYS agencies and authorities.
- To ensure continued progress toward the statewide SDVOB utilization goal of 6% established by New York State Executive Law [Article 17-B](#).

II. Guidelines

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be a subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and value.

III. Contract Goals

Where practical, feasible and appropriate, State agencies shall seek to achieve a 6% goal on all State contracts for service-disabled veteran-owned business enterprises.

Where SDVE goals have been established herein, Contractor must document “good faith efforts” to provide meaningful participation by SDVEs as subcontractors or suppliers in the performance of the Contract. The Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the SDVE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the SRAA for liquidated or other appropriate damages.

IV. List of NYS Certified Service Disabled Veteran Owned Businesses

The DSDVBD maintains a [Directory of NYS Certified SDVOBs](#). The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. A directory of NYS Certified SDVOBs is also posted on the OGS website at <https://ogs.ny.gov/Core/SDVOBA.asp>.

Options for the Use of SDVOBs

Agency and authority personnel have three primary options for using NYS Certified SDVOBs in their contracting/purchasing activities. It is the responsibility of each agency and authority to determine which option, or combination of options, can best achieve the agency-specific goals described in their master goal plan.

1. **SDVOB set-asides:** Set asides permit the reservation in whole or in part of certain procurements by State agencies for SDVOBs when more than one NYS Certified SDVOB is available and can provide the necessary construction, construction services, technology, commodities, products and other classifications to meet state agencies’/authorities’ form, function and utility. SDVOB set-asides shall be assessed for M/WBE participation goals pursuant to article 15-A of the Executive Law. For more information about set-asides, see [Participation by Service-Disabled Veterans with Respect to State Contracts through Set Asides](#) or contact the DSDVBD.
2. **SDVOB Contract Goal Setting:** A required percentage of SDVOB participation may be place on qualified procurements. Any contract that conforms to the definition of state contract as described in the [rules and regulations](#) of the SDVOB program (9 CRR-NY G I 252), unless exempt or excluded, may be assessed for SDVOB participation goals. SDVOB participation goals shall be in addition to any M/WBE goals established pursuant to article 15-A of the Executive Law.
3. **SDVOB Discretionary Purchasing:** NYS Certified SDVOB vendors may be chosen when making discretionary purchases. Discretionary purchases are procurements made below statutorily established monetary levels and at the discretion of the agency, without the need for a formal competitive procurement process. For more information about discretionary purchasing, see the NYS Procurement Council [Discretionary Purchasing Guidelines](#).

V. SDVE Utilization Plans

Contractors shall submit utilization plans for achieving contract goals established for the participation of certified service-disabled veteran owned business enterprises performing commercially useful functions in relation to State contracts. A form for the utilization plan shall be provided by the State agency to the contractor for any request for bids, proposals or qualifications, or negotiated contracts, for which contract goals are established with:

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

M/WBE AND EEO POLICY STATEMENT

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

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS SRAA for the State-funded project by taking the following steps:

M/WBE

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from SRAA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by SRAA, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may, in the sole discretions of SRAA, be waived and/or appropriate alternatives are developed to encourage M/WBE participation.
- (7) This organization will include the provisions of sections (1) through (6) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status predisposing genetic characteristics, victim of domestic violence status, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status.
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority/Women Business Enterprise Liaison

_____ is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

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

(Authorized Representative)

Title:

Date:

Contact:

Contact:

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN
 Submit with Bid or Proposal - Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

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

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

Prepared by (Signature):	Telephone Number:	Date:
Name and Title of Preparer (Print or Type)	Email Address:	

SRAA – 5001 Instructions

General Instructions for Form SRAA - 5001: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (04-10) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

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

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

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

Prepared by (Signature):	Telephone Number:	Date:
Name and Title of Preparer (Print or Type)	Email Address:	

Email completed form to M/WBE Program Unit:
 Tori Hunt - huntt@syrairport.org
 Ed Wilson - ewilson@omni-ops.com

SRAA – 5002 Instructions

General Instructions for Form SRAA - 5002: The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed each quarter and submitted to SRAA within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading "Work force by Gender".
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

M/WBE SUBCONTRACTOR UTILIZATION PLAN

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

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location or Work:

M/WBE Goals in the Contract: MBE _____% WBE _____%

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

<p>PREPARED and APPROVED BY:</p> <p>NAME and TITLE OF PREPARER (Print or Type):</p> <p>AUTHORIZED SIGNATURE</p> <p>DATE:</p> <p>TELEPHONE NO:</p> <p>EMAIL ADDRESS:</p> <p>Submission of this form constitutes the Offeror's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A, 5 NYCRR Part 143, and the above-referenced solicitation.</p>	<p style="text-align: center;">FOR AGENCY USE ONLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">REVIEWED BY:</td> <td style="width: 30%;">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: ___ YES ___ NO Date:</p> <p>Contract No:</p> <p>Contract Award Date:</p> <p>Estimated Date of Completion:</p> <p>Amount Obligated under the Contract:</p> <p>NOTICE OF DEFICIENCY ISSUED: ___ YES ___ NO Date:</p> <p>NOTICE OF ACCEPTANCE ISSUED: ___ YES ___ NO Date:</p>	REVIEWED BY:	DATE:
REVIEWED BY:	DATE:		

M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS

Contractors (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom SRAA enters into State contracts) must document “good faith efforts” to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.

The undersigned hereby acknowledges that he/she took or may need to take the following actions on behalf of the Contractor to demonstrate, and upon request by SRAA, to provide written verification to document the aforesaid good faith efforts:

- (a) The Contractor attended any pre-bid, pre-award, or other meetings scheduled by the contracting agency or the NYS Department of Economic Development or its designee to inform certified minority- or women-owned business enterprises of contracting and subcontracting opportunities available on the project, for purposes of complying with contract participation goal requirements;
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract;
- (c) The Contractor undertook efforts to reasonably structure the contract scope of work for purposes of subcontracting with certified minority- and women-owned business enterprises;
- (d) The Contractor advertised in a timely fashion and in appropriate general circulation, trade and minority- and women-oriented publications, if any, concerning the contracting or subcontracting opportunity;
- (e) The Contractor made written solicitations in a timely fashion to a reasonable number of certified minority- and women-owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development’s Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity. The directory of certified businesses can be viewed at: <http://esd.ny.gov/index.html>
- (f) The Contractor can document if any timely responses to any such advertisements and solicitations were provided by certified minority- and women-owned business enterprises;
- (g) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- (h) The Contractor provided interested certified minority- and women-owned business enterprises in a timely fashion with adequate information about the plans, specifications or terms and conditions of the State contract and requirements for the contracting or subcontracting opportunity so as to prepare an informed response to a contractor solicitation;
- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority- and women-owned business enterprises established in the State contract;
- (j) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority- and women-owned business enterprises;

(k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority- or women-owned businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,

(l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

Signature Date

Print Name

Title

Company

Contract Number

Program/Solicitation Name

M/WBE COVER LETTER

RFP # _____

Minority & Woman-Owned Business Enterprise Requirements

NAME OF FIRM: _____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the Syracuse Regional Airport Authority (SRAA) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the SRAA to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the SRAA has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with SRAA's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bid the Bidder's firm contractually

Print or Type Name of Authorized Representative of the Firm

Print or Type Title/Position of Authorized Representative of the Firm

Signature

Date

CONTRACTOR BID SOLICITATION LETTER

Contract #: _____
County: _____
Project Title: _____

Dear MBE/WBE:

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

Item(s)	Description	Quantity	Projected Start Date

The Workplan and specifications are currently available at our office for your review. If you are interested in participation on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal (SRAA - 5008) no later than thirty (30) days from the (due date) _____.

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

In the event that you cannot bid on this contract please complete the attached Minority/Women's Contractor Unavailability Certification Form (SRAA - 5009).

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

Sincerely,

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)
M/WBE SUBCONTRACTORS AND or
SUPPLIERS LETTER OF INTENT TO PARTICIPATE

PRIME CONTRACTOR INFORMATION	
Contractor:	Federal ID Number:
Address:	Telephone:
Proposal/Contract Number:	

M/WBE SUBCONTRACTOR/SUPPLIER INFORMATION	
M/WBE Business Name:	Federal ID Number:
Address:	Telephone:
Designation: <i>(Check any that Apply)</i>	
<input type="checkbox"/> MBE - Subcontractor	<input type="checkbox"/> WBE - Subcontractor
<input type="checkbox"/> MBE - Supplier	<input type="checkbox"/> WBE - Supplier
Are you a New York State Certified M/WBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Section: <i>(Complete only if you are in a Joint Venture)</i>	
Name:	
Address:	
Federal ID#:	
Telephone:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

WORK/SERVICES to be PROVIDED BY M/WBE SUBCONTRACTOR/SUPPLIER	
Proposal Contract Start Date:	Proposal Contract End Date:
Work/Services to be Performed:	Cost:
Materials/Supplies to be Purchased:	Cost:
Dates Supplies Ordered:	Date Supplies Delivered:

The above work will not be further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Signature of M/WBE Contractor: _____

Printed/Typed Name of M/WBE Contractor: _____

Date: _____

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS' LETTER

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

M/WBE CONTRACTOR UNAVAILABILITY CERTIFICATION

Project/Contract # _____

I, _____
(Principal or Prime Consultant/Contractor)

_____ of _____
(Title) (Name of Consultant's/Contractor's Firm)

(Address)

(Telephone Number)

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

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

- _____
- _____
- _____

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

_____ Did not have the capability to perform the work

_____ Contract too small

_____ Remote location.

_____ Received solicitation notices too late.

_____ Did not want to work for this contractor

_____ Other (Give reason) _____

Signature of Prime Consultant/Contractor

MWBE SUBCONTRACTOR REQUEST FOR WAIVER FORM

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form (SRAA – 5010) please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

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

Note:

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

Contractor Quarterly Compliance Report

INSTRUCTIONS: Beginning ten days following the end of the first calendar quarter (March 31st, June 30th, September 30th, and December 31st) after a contract is awarded; Quarterly Compliance

Expenditure Code: C- Commodities, SC - Services/Consultants, CC - Construction Consultants, CN - Construction, GM - Grants Material/Equipment, GC -Grants in Construction, GS - Grants in Services/Consultants

Contract Number: Contractor:	Reporting Period: From: ___/___/___ To: ___/___/___	M/WBE Goal MBE % WBE % M/WBE %
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A	B	C	D
Amount of Actual Expenditures in Reporting Period	Minority-Owner Business Enterprise (MBE) Subcontracting Expenditures in Reporting Period	Women-Owned Business Enterprise (WBE) Subcontracting Expenditures in Reporting Period	Dual Minority and Women-Owned Business Enterprise (MWBE) Subcontracting Expenditures in Reporting Period
\$	\$	\$	\$
(If none, enter 0)	(If none, enter 0)	(If none, enter 0)	(If none, enter 0)

Payee ID	Payee Name, Address, City, Zip	Service Location	MBE or WBE or Dual MWBE	Expenditure Code	Product Code	Amount

Name and Title of Preparer (Print or Type):	Telephone No.:	Email Address:
Quarterly reports should be submitted to your contract manager.	For Agency Use Only	
	Reviewed By:	Date:

CREDIT WILL NOT BE GIVEN WITHOUT COMPLETE INFORMATION

INSTRUCTIONS:

List all M/WBEs used during the quarter, providing all requested information in appropriate columns. In the event that an M/WBE is used more than one time during a quarter, list the M/WBE only once for each expenditure category. Use the Expenditure Code defined at the top of the form to indicate the category of expenditures for which the M/WBE was used.

TOTALS FOR REPORT PERIOD

Column A Total Amount of Actual Expenditures in Report Period: Enter the amount (\$) for each Expenditure Code made during report period under this contract.

Column B MBE Subcontracting Expenditures: Enter the amount for each Expenditure Code with registered Minority Owned Business Enterprises made during the report period under this contract.

Column C WBE Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Women Owned Business Enterprises made during the report period under this contract.

Column D MWBE Dual Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Minority and Women Owned Business Enterprises made during the report period under this contract.

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I80	Health Services
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services

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Expenditure: An expenditure is an actual payment which has been made by an agency, either through the Office of the State Comptroller or by the agency's finance office directly, including subcontractor/supplier payments made by a prime contractor and verified by the agency.

Grants: For the purposes of this report, grants are monies dispensed by a contracting governmental agency to a person or institution to accomplish a public purpose authorized by law. According to Article 15-A, grants are considered to be State contracts. For the purpose of compliance reporting, the recipient of the grant is considered to be the "contractor". These contracts are subject to MWBE goals and reported in the same fashion as any other contract. Grant dollars expended should be reported on the form most appropriate for the majority of the grant (e.g. If the grant dollars are generally spent for construction, the monies should be reported on the construction form; if for training, the monies should be reported on the services/consultant form).

Not-for-Profit: An entity organized as a not-for-profit corporation pursuant to State Law, according to Article 15-A, not-for-profit entities are considered to be "contractors". These contractors are subject to MWBE goals and should be treated and reported in the same fashion as any other contractor. The expenditure of dollars by a not-for-profit entity should be reported on the form most appropriate to the majority of the funding (e.g. if the dollars are generally spent to provide training and/or rehabilitation services, then the monies should be reported on the services/consultant form; if the expenditures are made on a contract for low-income housing, the dollars should be reported on the construction form).

Subcontractor:

- a) For construction, a subcontract is any portion of the contract or any service performed or supplies provided relative to that contract by any party other than the prime contractor;
- b) For commodities and consultant/services, a subcontract is that portion of the total value of a contract portioned out to another consultant/individual or vendor. This is also known as second tier spending;
- c) For grants/not-for-profits contracts, a subcontract is that portion of funding expended for supplies, equipment, printing, consultants, trainers, services etc.
- d) It is important to provide all information as requested or credit may not be allowed.
- e) It is critical that you provide the detailed information requested on the CONTRACTOR QUARTERLY COMPLIANCE REPORT. List each M/WBE firm you have included in the MBE and WBE totals (for prime and subcontract expenditures) in each expenditure category. Missing information may result in the firm/dollars not counting toward agency MWBE participation goals.

SDVOB UTILIZATION PLAN

Initial Plan Revised Plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			
<i>If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.</i>			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

FOR [Agency] USE ONLY				
[Agency] Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency	
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:	
Comments:				
NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf Note: All listed Subcontractors/Suppliers will be contacted and verified by [Agency].				

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
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SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

Section 1: Basic Information			
Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone: () -	
Contract Number:		SDVOB CONTRACT GOALS	
		%	
Section 2: Type of SDVOB Waiver Requested			
<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SDVOB percentage:	%
Please explain the reason for the waiver request:			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:			
<ul style="list-style-type: none"><input type="checkbox"/> Attachment A. Copies of solicitations to SDVOBs and any responses thereto.<input type="checkbox"/> Attachment B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.<input type="checkbox"/> Attachment C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by [Agency] with certified SDVOBs whom [Agency] determined were capable of fulfilling the SDVOB goals set forth in the contract.<input type="checkbox"/> Attachment D. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.<input type="checkbox"/> Attachment E. Other information deemed relevant to the request.			
Section 4: Signature and Contact Information			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature)		Date:	
Name and Title of Preparer (Print or Type)			

For [AGENCY] Use Only

Reviewed By:

Date:

Decision:

- Full SDVOB waiver granted
- Partial SDVOB waiver granted; revised SDVOB goal: _____%
- SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments