

**Request for Proposal-Terminal Expansion Construction and Management
RFP #2023-22**



REQUEST FOR PROPOSALS BY SYRACUSE REGIONAL AIRPORT AUTHORITY

**TERMINAL IMPROVEMENT CONSTRUCTION AND MANAGEMENT
CONTRACTOR**

RFP REFERENCE # 2023-22

Issued: September 6, 2023

Submission Deadline: October 16, 2023 by 4:00 pm Eastern Time.

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@syairport.org

ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO OCTOBER 23, 2023

**PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE
ADDRESSED TO:**

bids@syairport.org

**PLEASE PRINT THE WORDS “RFP REFERENCE # 2023-22 ON THE FRONT OF THE
PROPOSAL.**

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.

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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 construction as the prime contractor and construction management services for terminal expansion projects that will be deployed in two phases. Both phases will include exterior and interior construction, coordination with contractors providing related services and project management to ensure completion within the required timelines. The scope of work requirements for both phases can be found at **Exhibit A** to this RFP

Phase I will expand the footprint of the North Terminal by over 4,800 square feet, additional 2,280 square foot of interior renovation and construct a 17,780 square foot Federal Inspection Station within designated areas of the first and second floor of the South Terminal. Completion of all Phase I activities must be substantially complete by January 15, 2025. Due to high level security requirements associated with this project, please request the detail construction documents by contacting bids@syrairport.org.

Phase II will expand the footprint of the South Terminal by over 2,500 square feet along with an additional 3,750 square foot of interior renovation. Completion of Phase II is negotiable with an estimated date no later than September 30, 2025. Due to high level security requirements associated with this project, please request the detail construction documents by contacting bids@syrairport.org.

The Authority has completed a due diligence study to determine whether there will be a public benefit to implement a Project Labor Agreement (PLA) for the project. Upon review of the due diligence study, the Authority has determined that a PLA would benefit the project. The PLA will be provided as Supplemental Information Available to Bidders. The Contractor shall enter into such agreement with the appropriate trade unions. Any provision in the bid documents inconsistent with the provisions of an approved PLA shall be superseded by the PLA to the greatest extent permitted by federal or state law.

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:

September 6, 2023	Issuance of Request for Proposals
September 21, 2023	Pre-Submission Meeting & Walk Through (Attendance is Mandatory – please notify bids@syrairport.org of the intent to attend to allow for an accurate number of escorts)
October 9, 2023	Question/Clarification Submission Deadline
October 23, 2023	Proposal Submission Deadline
October 24 to November 3, 2023	Proposal Evaluation Period and Proposer Interviews

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November 3, 2023

Award of Contract¹ by the Authority

***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.*

If you are interested in responding to the RFP, please register for the Pre-Submission meeting at bids@syrairport.org to ensure the appropriate number of escorts are provided.

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 **October 9, 2023** 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 posted on the Syracuse Regional Airport Authority's website, <http://www.syrtraa.com/bids-rfp-rfq/>.

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 access the website. It is incumbent on proposers to routinely check for amendments and addenda at (<http://www.syrtraa.com/bids-rfp-rfq/>). No allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to

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

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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 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 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 the Syracuse Regional Airport Authority's website.

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

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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.

1.9 Submission Due Date

Proposals must be received via email no later than October 23, 2023 at:

bids@syraairport.org

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

2.0 Proposals and Qualifications Review

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

2.1 Award

The 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 # **2023-22** 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

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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 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 proposer’s 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.

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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://syrtraa.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, proposer's utilization of M/WBE's and SDVOB's is a factor in awarding projects and imposes obligations on a selected proposer to utilize M/WBE's and SDVOB's in performance of contracts with the Authority. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the New York State M/WBE and SDVOB regulations which are incorporated herein by this reference. Any conflicts between this solicitation and those regulations shall be resolved in favor of the regulations. Each proposer shall, in accordance with the regulations, make good faith efforts and, in a manner that can be established in documentary form, solicit active participation by certified M/WBE's and SDVOB's in connection with any contract resulting from this RFP. These regulations, and any contract to be entered into between the Authority and the successful proposer, will impose reporting obligations on the awarded contractor to periodically report various M/WBE and SDVOB information to the Authority. Annexed hereto at **Exhibits C and D** respectively are various M/WBE-SDVOB forms and information which the Authority requires all proposers to complete and submit with each proposal. Failure to do so will result in a finding of non-responsiveness and rejection of that proposal. Proposers are also required to participate in the NYS EBO systems for all compliance invoices for Phase I of this proposal.

For purposes of this solicitation, the Authority has established goals of fifteen percent (**15%**) for **Women-Owned Business Enterprises (M/WBE)** participation, eight percent (**8%**) for **Minority-Owned Business Enterprises (M/WBE)** participation and six percent (**6%**) for **Service-Disabled Veteran Owned Business (SDVOB)** participation.

2.8 Conditions, Terms and Limitations

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

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful proposer prior to commencing work.

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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.
 - 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.

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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

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. The education, experience and/or expertise of the Proposer and its principals and key employees.
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.
6. Commitment to consistently maintain the highest standards of performance and the expeditious resolution of problems and complaints.
7. The financial stability of the 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).

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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. This means that the proposal(s) that optimize(s) quality, cost, and efficiency among responsive and responsible Proposers shall be selected for award.

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;

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- xiv. conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating with the selected proposer;
- xv. utilize any and all ideas submitted in the proposals received;
- xvi. unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 60 days from the bid opening; and,
- xvii. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
- xviii. waive or modify minor deviations in the proposals received after prior notification to the Proposers.
- xix. request best and final offers; and
- xx. Should the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter negotiations for the purpose 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

Prior to providing any labor or materials, subcontractor shall, at its sole cost and expense, 1) obtain the following insurance coverage with one or more insurers licensed to do business in the State of New York, naming as additional insureds the Syracuse Regional Airport Authority, the City of Syracuse and any other person or entity whom the proposer is required to defend, indemnify and hold harmless and/or for whom proposer is performing work, their tenants, mortgagees, officers, directors, agents, employees and partners; 2) provide to the Authority an insurance certificate and a copy of the policy or other satisfactory evidence of such coverage from the carrier, which coverage shall be maintained until completion and final acceptance of the work; and 3) require that all of its own subcontractors and lower tier contractors obtain and provide same coverage:

- D.1 Insurance covering claims under workmen's compensation, disability benefit, and other similar employee benefit acts. Insurance also covering claims for damages because of bodily injury, occupational disease or sickness, or death of his employees with the following limits:

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

D.2 Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial General Liability Policy shall include Products and Completed Operations Liability. Further, Products and Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following final completion of the Work. All coverage required under Commercial General Liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

Bodily Injury and Property Damage (per occurrence) Combined Single Limit.	\$2,000,000
Products / Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000

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

- D.3 Umbrella form Excess liability coverage with limits of not less than \$25,000,000 per occurrence, covering all work performed by the Subcontractor under this Contract.
- D.4 Automobile Liability (Bodily Injury and Property Damage Liability) with limits of not less than \$1,000,000 per occurrence that includes coverage for all owned, non-owned, and hired automobiles.
- D.5 Proposer's Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including motorized equipment used by the proposer or subcontractors with limits at least high enough to provide for replacement of items critical to project efforts.
- D.6 Such other kinds of insurance as may be required by the Authority or by the general contract documents, each such policy to be in the amount stipulated in the general contract documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Authority.
- D.7 If any operations performed within the scope of this project require the use of any aircraft or watercraft (owned or unowned), Proposer shall maintain liability insurance satisfactory to the Authority.
- D.8 If any operations performed within the scope of this project include design work, Proposer shall maintain Professional Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.

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- D.9 If any operations performed within the scope of this project include work with hazardous materials, Proposer shall maintain Environmental Impairment Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.
- D.10 The Authority and City of Syracuse shall be named "additional insured" on the General Liability, Automobile, Excess Liability policies, and, if applicable, any liability policies carried on watercraft. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185) or a combination of CG2010(Ed date) **and** CG2037(Ed Date), or CG2038(Ed Date) **and** CG2037(Ed Date), or equivalent manuscript wording, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the aforementioned additional insureds, and shall remain in effect for the duration of the contract, including the Completed Operations Period. All policies shall be endorsed for Primary and Non-Contributory, Waive all Rights of Subrogation in favor of the Authority. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to the Authority.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

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

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Exhibit A

**PROJECT BACKGROUND AND DETAILED DESCRIPTION/SCOPE OF
WORK/CONSTRUCTION BID SET**

Scope of Work:

Manage major expansion projects with combined estimated construction budgets of \$18-\$26 million estimated budgets. The projects will be segregated into two phases, may run concurrently and will include abbreviated construction schedules. The Proposer will need to have experience in scheduling, cost estimates and inspections of large construction projects. The duration of the projects will vary in length from 1 to 2 years. The Proposer shall be responsible for complete construction management services and construction execution for all phases of the project for a guaranteed maximum price. At each phase, the Authority, at its sole discretion, will determine whether it will proceed to the next phase or terminate services on the project.

The following is an outline of services anticipated.

- Attend and, if requested by the Authority, schedule and lead periodic project meetings and special meetings for the exchange of information concerning the project. All meetings shall be held at a location and time convenient to the Authority Project Manager.
- Review design and other construction documents and make recommendations to the Authority as to value engineering, constructability, suitability of materials and equipment, scheduling, time, methods and sequence of construction.
- Perform periodic detailed cost estimates for the entire construction and for phases or portions of the work as directed by the Authority and work with the project designer to reconcile differences.
- The Proposer shall assign a project scheduler possessing building and site design and construction experience. If deemed qualified by the Authority, the Proposer can assign an in-house scheduler.
- Develop a detailed critical path method (CPM) schedule that identifies all permits and all other activities required to be completed before construction activities can begin and a preliminary construction schedule. The project schedules shall be developed using Microsoft Project's latest version.
- In coordination with the Authority, develop a system for tracking project costs.
- Conduct activities relating to the procurement and award of Trade Contracts and all other contracts for furnishing of labor, materials, equipment, or other services in connection with the construction of this project and in a manner that will meet MBE, WBE and SDVOB goals set for the project.
- Obtain and pay for all required construction-related permits with the City of Syracuse and Onondaga County.
- Provide and maintain a construction site office and provide all site management and administration.

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- Manage and coordinate all trade and sub-contractors engaged in the performance of the work, ensuring it meets required specifications of construction documents upon completion. Work with designer as required.
- Implement procedures following the Authority's standards for reviewing and processing shop drawings, samples, submittals, contract schedule adjustments, change order proposals, proposals for substitutions, payment applications, as built drawings, and maintenance of logs using program approved by the Authority.
- Continuously supervise and observe all work in progress so as to ensure that the work is proceeding in accordance with the construction contract documents.
- Coordinate and lead regular project and construction progress meetings and conduct regular meetings at the site with each subcontractor. All meetings shall be held at a location and time convenient to the Authority team.
- Establish and implement a Construction Safety Phasing Plan and Quality Control program and including monitoring the quality. Both plans should be approved by the Authority prior to start of construction.
- programs of all subcontractors.
- Implement a project wide safety program, including monitoring and enforcement of the program for Trade and subcontractors, that meets the Authority's standards.
- Monitor closely the progress of construction of each subcontractor, prepare a construction schedule report at least monthly and, if and as necessary, prepare and submit recovery schedules.
- Maintain complete and accurate records, including (a) correspondence, (b) meeting notes and minutes, (c) shop drawings and submittals, (d) construction documents including change orders, (e) clarifications and interpretations of the construction documents issued by the project designer, (f) progress reports including observations of testing performed, (g) as-built drawings, and (h) all other project related documents.
- Implement procedures for orderly completion of punch list items, checkout of utilities, operational systems and equipment and initial start-up and testing.
- Preparation and delivery to the Authority of warranties, as built drawing, maintenance manuals and generally administer closeout of the project. Ensure performance of all warranty obligations, resolution of all claims, and other post-construction requirements.
- The Authority has completed a due diligence study to determine whether there will be a public benefit to implement a Project Labor Agreement (PLA) for the project. Upon review of the due diligence study, the Authority has determined that a PLA would benefit the project. The PLA will be provided as Supplemental Information Available to Bidders. The Contractor shall enter into such agreement with the appropriate trade unions. Any provision in the bid documents inconsistent with the provisions of an approved PLA shall be superseded by the PLA to the greatest extent permitted by federal or state law.

**Request for Proposal-Terminal Expansion Construction and Management
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Exhibit B

**SYRACUSE REGIONAL AIRPORT AUTHORITY
NON-COLLUSIVE PROPOSAL CERTIFICATION**

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

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

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

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

SIGN HERE _____.

Signature of Respondent's Authorized Person

_____ Date

Name of Respondent

Name of Respondent's Authorized Person

Title of Respondent's Authorized Person

EXHIBIT C

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

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 <https://syrairport.org/sraa/supplier-diversity-program/>. 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 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 [NYS Comptroller's Website](#).

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](#).

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. The 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 ap@syrairport.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 regarding 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 a 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.

EXHIBIT D

SERVICE DISABLED VETERAN ENTERPRISE (SDVE)

Participation Requirements For all NYS Syracuse Regional Airport Authority Contracts

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 NYSCertified 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 subcontractor, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

<https://sdves.ogs.ny.gov/>

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..

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

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> <p>REVIEWED BY: _____ DATE: _____</p> <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>
--	---

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.
- (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 PARTICIPATION BID/PROPOSAL

MBE/WBE Business Name: _____

Address: _____

Prime Contractor: _____

Contract #: _____

County: _____

Project Title: _____

To: _____ (Prime Contractor)

Form SRAA - 5007 Completed Yes No

(Specify in detail the particular work items to be performed thereof and associated dollar amounts)

Type of Work	Unit Price	Dollar Amount

Signature of MWBE Contractor

Date

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:	
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.		
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 %
-------------------------------------	---	--

A	B	C	D
Amount of Actual Expenditures in Reporting Period	Minority-Owned 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

SRAA - 5011

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:			

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.

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://sdves.ogs.ny.gov/ 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:			
<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