

RE: Concession Opportunity #2024-02

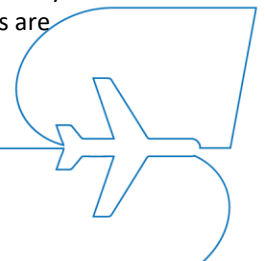
## ADDENDUM #01

### February 26, 2024

**NOTE:** In an effort to facilitate greater participation from local concessionaires, we have decided to extend the submission deadline for RFP #2024-02. Please see the updated 1.3 Key Dates in the RFP Schedule below. Also attached to this schedule is an updated RFP to reflect the new dates.

<u>Event</u>	<u>Dates</u>
<b>Issuance of Request for Proposal</b>	<b>Thursday, February 15, 2024</b>
<b>Mandatory Pre-Proposal Conference Meeting</b>	<b>Wednesday, February 28, 2024 at 10:00am – (See Section 1.10)</b>
<b>Respondent Proposal Questions/Clarifications Due to <a href="mailto:bids@syrairport.org">bids@syrairport.org</a></b>	<b>Friday, March 1, 2024</b>
<b>SRAA Final Response to Proposer’s Questions</b>	<b>Wednesday, March 6, 2024</b>
<b>Proposal Submission Deadline via e-mail to <a href="mailto:bids@syrairport.org">bids@syrairport.org</a></b>	<b>Friday, March 15, 2024 by 10:00am</b>
<b>Proposal Evaluation Period and Proposer Interviews (if applicable)</b>	<b>Monday, March 18, 2024 through Friday, March 22, 2024</b>
<b>Award of Contract<sup>[1]</sup> by the Authority</b>	<b>No earlier than Friday, March 22, 2024</b>

<sup>[1]</sup> 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.





**REQUEST FOR PROPOSAL BY SYRACUSE REGIONAL AIRPORT AUTHORITY**

**Syracuse Regional Airport Authority Concessions RFP #2024-02**

**RFP REFERENCE # 2024-02**

**Issued: Thursday, February 15, 2024**

**Submission Deadline: Wednesday, April 24, 2024, by 10:00am**

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until the Authority executes the contract. Proposers are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contact person (if any) and/or the designated email address for contact. Please refer to Sections 2.2 and 2.3 below.

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

**ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO WEDNESDAY, APRIL 24, 2024, BY 10:00AM.**

**PROPOSERS INTERESTED IN BEING NOTIFIED WHEN ANY UPDATES TO THIS RFP ARE MADE (INCLUDING BUT NOT LIMITED TO ADDENDA, AMENDMENTS, Q&A'S, ETC) AND POSTED TO OUR WEBSITE, PLEASE SEND AN EMAIL INDICATING YOUR INTEREST AT [BIDS@SYRAIRPORT.ORG](mailto:bids@syraairport.org) WITH THE SUBJECT LINE RFP REFERENCE # 2024-02.**

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

**[bids@syraairport.org](mailto:bids@syraairport.org)**

**PLEASE PRINT THE WORDS "RFP REFERENCE #2024-02" 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.

**1.2. Intent and Purpose of this RFP**

The intent and purpose of this Request for Proposal (the “RFP”) is to solicit responses for the selection of a firm to provide a new local concession and/or retail concept to the Syracuse Airport (the “Project”).

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

**1.3 Key Dates in the RFP Schedule**

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

<b><u>Event</u></b>	<b><u>Dates</u></b>
<b>Issuance of Request for Proposal</b>	<b>Thursday, February 15, 2024</b>
<b>Mandatory Pre-Proposal Conference Meeting</b>	<b>Wednesday, February 28, 2024 at 10:00am – (See Section 1.10)</b>
<b>Respondent Proposal Questions/Clarifications Due to <a href="mailto:bids@syrairport.org">bids@syrairport.org</a></b>	<b>Friday, March 8, 2024</b>
<b>SRAA Final Response to Proposer’s Questions</b>	<b>Friday, March 15, 2024</b>
<b>Proposal Submission Deadline via e-mail to <a href="mailto:bids@syrairport.org">bids@syrairport.org</a></b>	<b>Wednesday, April 24, 2024 by 10:00AM</b>
<b>Proposal Evaluation Period and Proposer Interviews (if applicable)</b>	<b>Wednesday, April 24, 2024 through Wednesday, May 1, 2024</b>
<b>Award of Contract<sup>[1]</sup> by the Authority</b>	<b>No earlier than Wednesday, May 1, 2024</b>

<sup>[1]</sup> 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.

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

#### **1.4 Amendment or Termination of RFP**

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

#### **1.5 Unbalanced Proposals**

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

#### **1.6 Questions or Requests for Information or Clarification**

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the relevant RFP page(s) and section(s), no later than **Friday, March 8, 2024**, to [bids@syrairport.org](mailto:bids@syrairport.org). The SRAA will answer respondents' and post them online at <https://syrairport.org/sraa/bids-rfp-rfq/> by **Friday, March 15, 2024**.

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, <https://syrairport.org/sraa/bids-rfp-rfq/>. All Proposers that have provided their email address to [bids@syrairport.org](mailto:bids@syrairport.org) indicating their interest will be notified accordingly when responses are posted. This will ensure that the proposer receives the list of questions/requests for information, amendments or clarifications and the official responses. The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to provide the Authority its contact information, including email address, and no allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information or

clarification/amendments and addenda, and the official responses to such inquires and/or changes.

By submitting a proposal to the Authority in response to this RFP, each proposer agrees and represents and warrants that the proposer: a) has all information necessary for the proposer to complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to the Authority. Proposer will bear any, and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meeting/tour are informal and are not binding on the Authority.

### **1.7 Amendments and Addenda**

In the event that it becomes necessary to revise this RFP, such revision will be by an addendum to this RFP. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. Further, if a proposer discovers any conflict, discrepancy, omission or other error in this RFP, the proposer shall immediately notify the Authority at [bids@syrairport.org](mailto: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 posted on the Syracuse Regional Airport Authority's website, <https://syrairport.org/sraa/bids-rfp-rfq/> and communicated via email to the recipients of the original RFP that advised the Authority at [bids@syrairport.org](mailto:bids@syrairport.org) of their interest and provided the Authority with their contact information and email address.

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 (<https://syrairport.org/sraa/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@syraairport.org](mailto:bids@syraairport.org) in response to this RFP. The email with attached proposal and all required forms in PDF format shall be submitted. Each copy shall be clearly labeled with the name of the proposer and the date. Each copy must contain the required information for the proposer. Proposers are to ensure that their proposals are in compliance with all of the requirements of this RFP. Failure to do so may result in disqualification. Proposers should also be willing and able to provide additional information that may be required. In addition, interviews may be requested at the discretion of any RFP review or ad hoc Committee appointed by the Authority. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. Proposers shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations. If any such information is included, it shall be clearly identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

### **1.9 Submission Due Date**

Proposals must be received via email no later than **Wednesday, April 24, by 10:00AM** to:

[bids@syraairport.org](mailto:bids@syraairport.org)

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

### **1.10 Mandatory Pre-Proposal Conference**

The Pre-Proposal Conference Meeting will be held on **Wednesday, February 28, 2024, at 10:00am in the John Walsh Conference Room at the Syracuse Hancock International Airport.** All respondents must have one representative from their company in attendance for the pre-proposal meeting and location walk through.

### **2.0 Proposals and Qualifications Review**

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

## **2.1 Award**

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

## **2.2 Restriction of Communications**

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: [bids@syrairport.org](mailto:bids@syrairport.org) Please indicate **RFP Reference #2024-02** in the subject line of the email.

## **2.3 New York State Finance Law Sections 139-j and 139-k**

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the “Statute”), certain restrictions are placed on contact with State agencies, including public entities such as the Authority, during the procurement process. The term “contact” is defined in the Statute as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement.” Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact the Authority. The term “offeror” is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a 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 proposal 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.

## **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://syrsraa.com/>.

## **2.7 ACDBE**

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



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

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

The Syracuse Regional Airport Authority's ACDBE current overall goal is 6%, which is valid through Fiscal Year 2024/25 (ending June 30, 2025). At that time, a new ACDBE goal will be established. Proposer should make every effort to not only meet but exceed this goal. As a requirement of this Proposal, Proposer must fill out **Exhibit C**. As a contract requirement, ACDBE participation reports must be turned in every year by February 15<sup>th</sup>.

## **2.8 Conditions, Terms and Limitations**

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

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful proposer prior to commencing work.
3. Final designation of a proposer will depend on satisfaction of all additional RFP documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.
4. No transaction will be consummated if any selected proposer or principal of a selected proposer or any member of the proposer's development team is in arrears or in default upon any debt, lease, contract or obligation regarding the Authority or Syracuse Hancock

International Airport. The Authority reserves the right to reject any response to this RFP by any such proposer.

5. The Authority reserves the right to:
  - a. Negotiate with one or more proposers, and/or negotiate on terms other than those set forth herein.
  - 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 proposal, the Authority and/or any Ad Hoc Committee it shall appoint for reviewing proposal ("Committee") will review each Proposal and may recommend a Proposer to the Board of the Authority to be awarded a contract to provide the required services at the Airport.

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

Upon review of proposal submitted by Proposers, the Authority/Committee may, at its discretion, submit to Proposers written questions and requests for clarification relating to their Proposal. 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 fee's 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 Proposer's organization.
8. The recommendations and opinions of each Proposer's previous customers or clients.
9. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits.
10. The proposer's past experience at the Syracuse Hancock International Airport.

11. Information provided at interview (if required).

As stated above, the selection criteria include the fee the Proposer will charge the Authority for the services described in this RFP. The Proposer must certify in the proposal that its fee covers all services proposed and meets the requirements of this RFP. The total estimated contract value for the services provided will be derived from the successful proposer's proposed fee.

The Committee will evaluate each proposal based on a "Best Value" concept. 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;

## Syracuse Regional Airport Authority Concessions RFP #2024-02

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

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

### **2.9.5 CONFLICTS OF INTEREST**

Members, officers, staff, and employees of the Syracuse Regional Airport Authority may respond to this RFP only in accordance with the Authority's Code of Ethics.

## 2.9.6 INSURANCE REQUIREMENTS

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

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

- Bodily Injury and Property Damage Limit \$1,000,000 each occurrence
- Products/Completed Operations Limit \$2,000,000 aggregate
- Personal Injury & Advertising Injury Limit \$1,000,000 each person/organization
- General Aggregate \$2,000,000 applicable on a per location basis
- Damage to Rented Premises \$300,000

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

Business 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.

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

The Contractor shall obtain and maintain a commercial umbrella/excess insurance policy with annual aggregate coverage of at least Five Million Dollars (\$5,000,000) for the commercial general liability. The schedule of underlying insurance, additional insured follow form or its equivalent and endorsements must be provided to the Authority.

The general liability and umbrella / excess liability policies shall not have any exclusion or limitations for NY Labor Law 240 and 241 claims.

All of the Successful Proposer's insurance carriers shall be licensed to and authorized to conduct business in New York State, and shall have an AM Best rating of at least A- X

All of the Successful Proposer's subcontractors shall also comply with the insurance requirements outlined in this document.

### **2.9.7 CONTRACT PREPARATION/NEGOTIATION**

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



## **Exhibit A**

**The Syracuse Regional Airport Authority is requesting a local concession/retail location as follows:**

### **Available Concession/Retail Location:**

This concession/retail area (Exhibit D) is in the North Terminal Connector Hallway. The North Concourse currently serves Delta, United, and Frontier Airlines. SYR is seeking a local food and or retail provider to occupy this space. This 935 square foot location should be an open concept that can accommodate and service passengers and showcase what our region has to offer.

We are requesting that this new concept be substantially complete by December 31, 2024. Concept should be open for business by January 31, 2025.

The new concession/retail location should be open and fully operational by 4:15AM and must remain open until the later of 8:30PM or last departing flight on said Concourse.

### **Rent:**

Minimum Annual Guarantee (MAG) - for lease years two (2) through ten (10) of the agreement the MAG will be 85% of the total rent paid for the prior lease year.

Rent - Concessionaire will pay a percentage of monthly Gross Sales as its primary rent. Please submit a percentage rent proposal as part of the submission for each concession category offered (Food and Beverage, Alcohol, and Retail). We encourage you to consider alternative rate structures that will support a long term mutually beneficial relationship at SYR where enplanement growth is anticipated.

### **Exclusive Beverage Rights:**

The Syracuse Regional Airport Authority may enter an exclusive beverage pouring rights partnership and subsequent contract. The Authority reserves the exclusive right to solicit and enter into product advertising and sponsorship agreements for the display and sale of non-alcoholic beverages including but not limited to carbonated drinks, sports drinks, juices, and bottled water for the display and sale at the Airport. The concessionaire agrees to cooperate and assist, as necessary, the Authority in the implementation of such exclusive agreements.

### **Requirements for New Concession Location:**

The new Food and Beverage concepts at the Airport should offer our passengers a welcoming, open-air appearance that can satisfy large crowds at once with a variety of offerings to include potential options such as vegan, vegetarian and gluten-free.

All new locations must have the latest ordering technology available via mobile, QR code, self-checkouts, etc. Passengers must be able to leave gratuity on the point-of-sale checkout via credit or debit card.

**Required Exhibit Submittals:**

Please submit the following exhibits.

1. Concession Location floor plan showing all elements of the operations, such as equipment placement, customer ordering and queuing areas, condiment stands, in-unit waste and recycling receptacles (if appropriate), customer seating (if applicable), etc. with an eye to a customer-centric design and cost-effective use of limited space to maximize capacity. You must stay within the applicable lease lines as described in Exhibit D.
2. A scaled architectural plan.
3. Describe the approach and/or plan for the service of customers, e.g., queuing configuration and capacity, appropriate size, type, location of menu boards, cash wrap areas, and dwelling areas intended for customers waiting to receive orders.
4. Provide information about environmental sustainability considerations planned for the design and build-out of the Unit Location, such as material procurement and other sustainable practices.
5. List of Key Performance Indicators and how they will be monitored.
6. Define Maintenance Plan; ongoing maintenance, preventative maintenance, and repair and replacement policies and procedures for utility components (e.g., HVAC, plumbing, equipment, displays, fixtures, flooring, etc.)
7. Proposed uniforms and employee attire
8. Identify the estimated capital investment that will be made to build out the Unit Location.
9. A completed financial proforma for proposed Unit Location.

**Construction and Design:**

Concession Design (Exhibit D): Concessionaire is responsible for the following:

All Electrical, HVAC, Ventilation, Grease Traps, Gas Lines, Water lines, plumbing, sprinkler system, fire alarm, and all permitting for fire, electrical and plumbing.

Concessionaire must provide a capital improvement/renovation estimate as part of the bid process. Concessionaire will be required to document their construction costs and submit the final documentation of costs and “as built” drawing to SRAA within the time frame and format described in the Agreement.

**Concessions Marketing Program**

Airline customers are coming to Syracuse Hancock International Airport for the purpose of boarding a flight and therefore our concessionaires have a captive audience. The concessionaire’s ability to capture sales depends upon the strength of concept, unit location, and execution of a quality offering. To aid in promoting the concession program at the Airport, the Authority has established a marketing program on behalf of concessionaires which may focus on

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media placements, advertising, promotional events, special events, social media, printed materials, terminal signage wraps as well as passenger survey and mystery shopper efforts, among other activities. This RFP requires the concessionaire to fund the marketing program, and opportunities for participation in the direction of the program will be offered by the Authority. The assessed cost for the marketing program is \$2,500 annually and will be paid on a monthly basis over the course of each contract year.

### **Contract Term:**

The term of this contract will be ten (10) years from January 1, 2025 – December 31, 2034, with no renewals available.

### **Office and Storage Space:**

Office and storage space (“Support Premises”) will be available at an additional square footage rental cost, (\$40.00 per square foot in 2024) with an annual CPI increase. Larger operators often chose to augment onsite office and storage space with off-site space. The Respondent will be responsible for building its Support Premise(s) at its sole cost and expense along with its concession premises. Similar to the concession premises, Support Premises used for storage will be fitted with stubbed utilities (available depending upon need for wet/dry storage) and bare studded walls.

### **Mid Term Refurbishment:**

This initial build-out cost, along with a commitment and outlined budget to refurbish the Premises at the midpoint of the Term must be included in the proforma. The mid-term refurbishment will be a minimum of 20% and shall include, but not be limited to, all refinishing, repair, replacement, redecorating, repainting and re-flooring necessary to keep the space in prime condition.

### **Airport Concessions Disadvantaged Business Enterprise (ACDBE) Requirements:**

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

## Syracuse Regional Airport Authority Concessions RFP #2024-02

binding upon each Subtenant/Affiliate, subcontractor, supplier, or service company. In the event of the Lessee's, Subtenant's or Affiliate's noncompliance with the ACDBE Regulations and provisions of this Agreement, the Syracuse Regional Airport Authority may impose such sanctions as it may determine to be reasonably appropriate, including, but not limited to cancellation, termination, or suspension of the Agreement, in whole or in part and/or the imposition of administrative fees.

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

The Syracuse Regional Airport Authority's ACDBE current overall goal is 6%, which is valid through Fiscal Year 2024 (ending June 30, 2024). At that time, a new ACDBE goal will be established. Concessionaire should make every effort to not only meet but exceed this goal.

**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**

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

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

\_\_\_\_\_ The Bidder/Respondent is committed to a minimum of \_\_\_% ACDBE utilization on this contract.

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

Name of Proposer/Bidder/Respondent's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature)

**Exhibit C (con't)**

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

Name of Proposer/Bidder/Respondent's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of ACDBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

The Bidder/Respondent is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$\_\_\_\_\_.

**Affirmation**

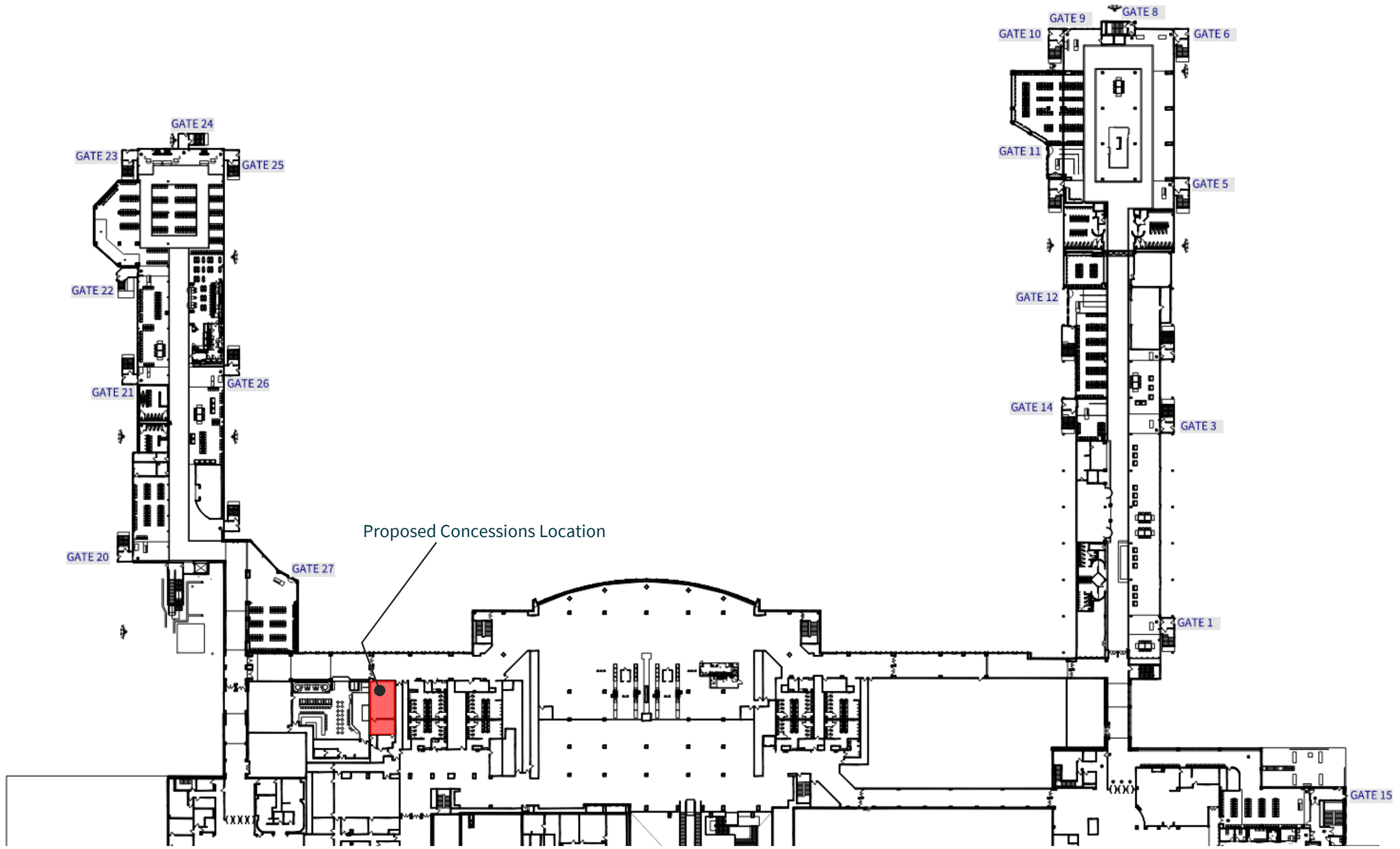
The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

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

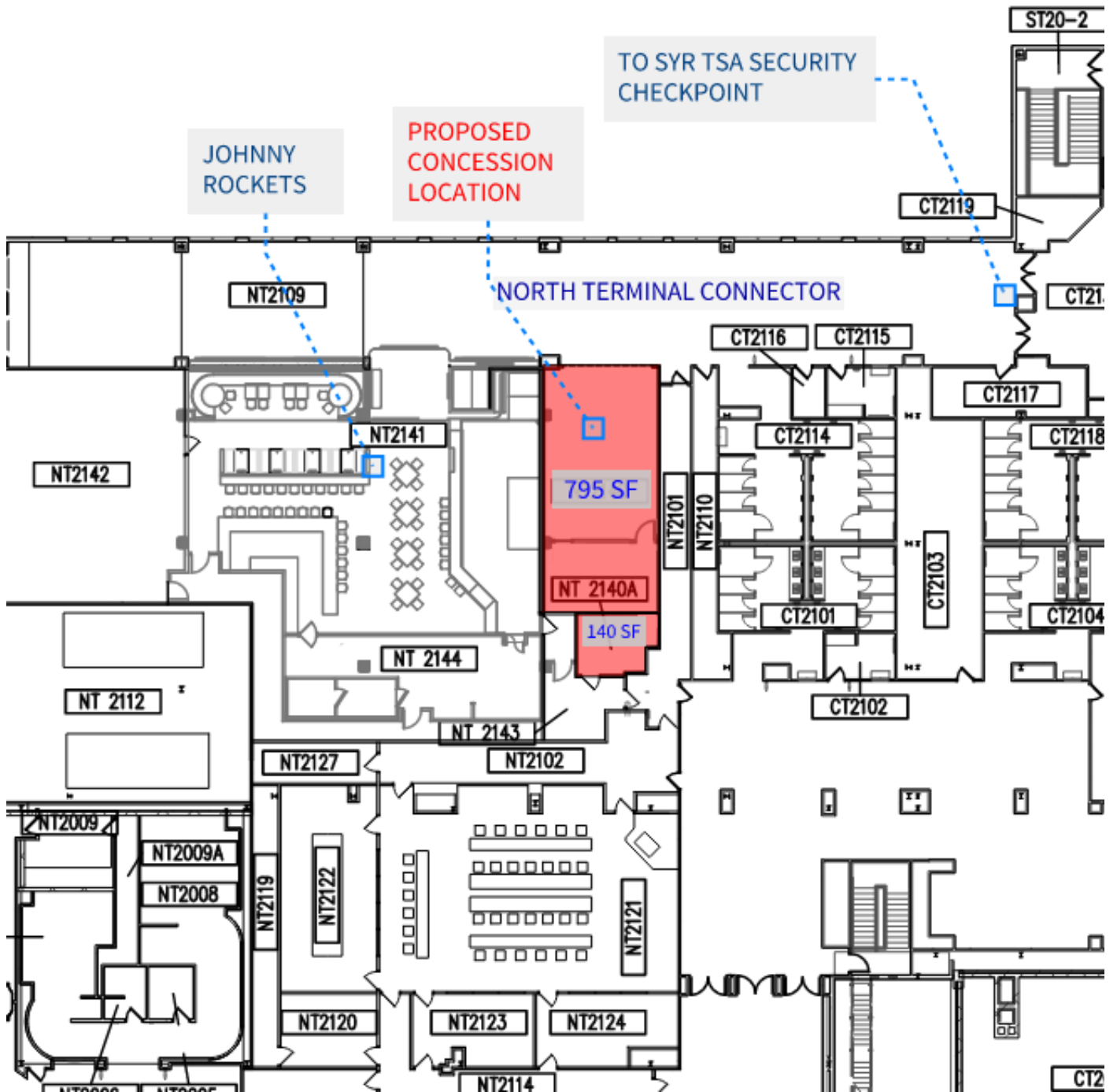
**(Submit this page for each ACDBE subcontractor)**





**Exhibit D** Page 1  
Area of Proposed Concession  
TOTAL SQ. FT. 935 FT

# GATE 27 AREA



## Exhibit D Page 2 Proposed Concession Location

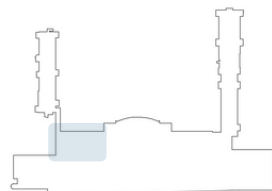
TOTAL SQ. FT 935 FT

### Syracuse Hancock International Airport

1000 Col. Eileen Collins Blvd., Syracuse, NY

North Concourse

RFP 2024-02



Not to Scale.