

REQUEST FOR PROPOSALS 100% Design Services – Terminal Apron RFP REFERENCE #2024-05

Issued: March 22, 2024

Submission Deadline: April 23, 2024 at 4PM ET.

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 **<u>only</u>** to the following address: <u>bids@syrairport.org</u>

ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO 4:00PM on April 23, 2024.

PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE ADDRESSED TO:

bids@syrairport.org

PLEASE PRINT THE WORDS "RFP REFERENCE #2023-21" IN THE SUBJECT LINE OF THE PROPOSAL EMAIL.

1. GENERAL INFORMATION

1.1. Background

The Syracuse Regional Airport Authority (the "Authority") was created by the New York State Legislature on August 17, 2011, by Chapter 463 of the Laws of 2011. The Authority is the operator of the Syracuse Hancock International Airport in Syracuse, New York. The Authority is a New York State public benefit corporation established for the purpose of (i) stimulating



economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure air travel in the region, (iv) providing citizens with efficient and economical air transportation options, and (v) to protect and enhance the natural resources and quality of the environment.

1.2. Intent and Purpose of this RFP

The intent and purpose of this Request for Proposals (the "RFP") is to solicit responses for the selection of a firm to provide 100% design services for the rehabilitation and expansion of the Terminal Apron here at the Syracuse Hancock International Airport (SYR)

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

1.3 Key Dates in the RFP Schedule

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

Friday, March 22, 2024– Issuance of Request for Proposals Friday, April 12, 4:00PM – Question/Clarification Submission Deadline Monday, April 23, 4:00PM – Proposal Submission Deadline April 23nd – April 30th – Proposal Evaluation Period & Proposer Interviews (if applicable)

 1^{st} / 2^{nd} week of May – Notice of Award 1 by the Authority and Execution of Contract 2 with successful proposer

Please note: The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will notify all entities who received the RFP directly from the Authority and post the change(s) on the Syracuse Regional Airport Authority's website, which is part of the Syracuse Hancock International Airport website https://syrairport.org/sraa/bids-rfp-rfg/). Interested parties that receive this RFP or access it from a source other than the Authority should contact the Authority at bids@syrairport.org to advise the Authority of their interest and to confirm that their correct contact information, including email address, is placed on file with the Authority.

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

² Id.



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 (-----) to <u>bids@syrairport.org</u>.

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

Proposers that receive this RFP or access it from a source other than the Authority should contact the Authority at <u>bids@syrairport.org</u> to confirm that and/or add their correct contact information, including email address, is on file with the Authority **for purposes of this RFP**. This will ensure that the proposer receives the list of questions/requests for information, amendments or clarifications and the official responses. The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to provide the Authority its contact information, including email address, and no allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information, 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, 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 not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFP addenda will be communicated via email to the recipients of the original RFP.

The Authority is not responsible for a proposer's failure to receive amendments or addenda pertaining to this RFP. It is incumbent on proposers to routinely check for amendments and addenda at 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 <u>bids@syrairport.org</u> in response to this RFP. <u>The email with attached</u> <u>proposal and all required forms in PDF format shall be submitted</u>. 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 4:00 PM ET on April 23, 2024 at:

bids@syrairport.org

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

2.0 Proposals and Qualifications Review

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

2.1 Award

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



2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: <u>bids@syrairport.org</u> Please indicate RFP Reference # 2024-05 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/lobbyinglawfag/

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.

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: <u>www.syrairport.org/sraa</u>

2.7 DBE Program

This project is funded by a Federal Aviation Administration grant, and requires the proposer and successful bidder to comply with Disadvantaged Business Enterprise compliance goals. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the Federal Disadvantaged Business Enterprise compliance program. 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 DBE'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 DBE information to the Authority. Annexed hereto at **Exhibits C and D** respectively are various DBE forms and



information which the Authority requires all proposers to complete and submit with each proposal. Failure to do so will result in a finding of non-responsiveness and rejection of that proposal. For purposes of this solicitation, the Authority has established an overall goal of (7%) **for Disadvantaged Business Enterprise (DBE)** participation.

2.8 Conditions, Terms and Limitations

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

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

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

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

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

2.9.2 Submission Review

The Authority/Committee will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in this



RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Committee, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further.

2.9.3 Proposal Review Criteria

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

1. Project understanding and approach as demonstrated in the Preliminary Assessment (described further in Exhibit A)

2. The Proposer's specific experience, stability and history of performance providing the requested services similar to those under consideration.

3. The availability of adequate personnel to provide the requested services safely and efficiently.

4. The Proposer's approach to the planning, organization, supervision, and management of the requested services at the Airport, including communications procedures, problem-solving approaches, costing and other level-of-service factors.

5. The Proposer's proposed fee for the services requested herein with a breakdown of those fees as they relate to discrete tasks or phases of the work to be performed.

6. Commitment to consistently maintaining 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).

12. Proposers ability to interact with other ongoing project teams.

13. Proposers ability to meet SRAA schedule expectations.

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



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

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 the proposal.

2.9.4 Reservation of Rights

The Authority reserves the right to:

(i) withdraw or cancel the RFP at any time and at its sole discretion.

(ii) reject any or all proposals received in response to this RFP;

(iii) accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Proposer consistent with the criteria for the evaluation of proposals;

(iv) make an award under the RFP in whole or in part;

(v) disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;

(vi) seek clarifications and revisions of proposals;

(vii) use proposal information obtained through site visits, management interviews and the Authority's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;

(viii) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;



(ix) prior to the bid opening, direct proposers to submit proposal modifications addressing subsequent RFP amendments;

(x) change any of the scheduled dates;

(xi) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers;

(xii) waive any requirements that are not material;

(xiii) negotiate with the successful proposer within the scope of the RFP in the best interests of the Authority;

(xiv) conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating with the selected proposer;

(xv) utilize any and all ideas submitted in the proposals received;

(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 offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

(xviii) waive or modify minor deviations in the proposals received after prior notification to the Proposers;

(xix) request best and final offers; and

(xx) Should the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFP process.

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



2.9.5 CONFLICTS OF INTEREST

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

2.9.6 INSURANCE REQUIREMENTS

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

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

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

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

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

The Contractor shall obtain and maintain a commercial umbrella/excess insurance policy with annual aggregate coverage of at least One Million Dollars (\$1,000,000) for the commercial general liability. The schedule of underlying insurance, additional insured follow form or its equivalent and endorsements must be provided to the Authority.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

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



Exhibit A

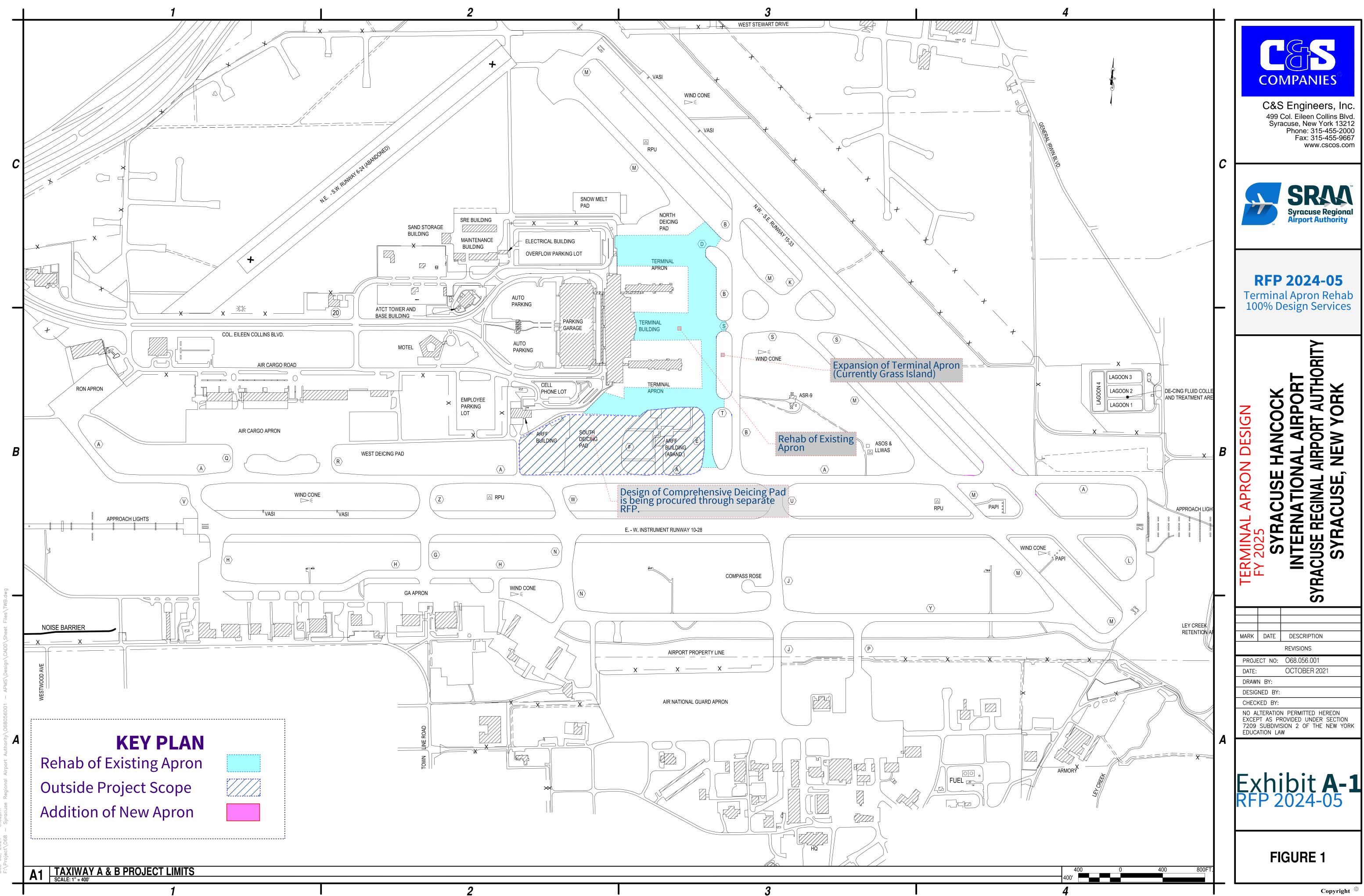
PROJECT BACKGROUND AND SCOPE OF WORK

The scope of this project includes providing 100% design services for the rehabilitation and expansion of the terminal apron. The terminal apron is beyond its useful life. The 2021 Airport Pavement Management Study identified the apron to range from Poor to Very Poor condition, primarily attributed to the climate and usage. This project also includes the expansion of the terminal apron beyond the south concourse, to allow for safe operations and maneuvering of aircraft around the terminal. The area identified by the SRAA for expansion of the terminal apron is identified in Exhibit A-1.

Additionally, all necessary project documents regarding FAA notices, including, but not limited to the filing and submission of 7460 and CSPP to the FAA's OE-AAA website. The SYR Master Plan Update has identified the preferred configuration of the consolidated deicing facility, attached as Exhibit B. The selected consultant will serve as the prime design consultant for this project. The selected consultant is expected to coordinate with other ongoing projects at the airport to ensure continuity in operations.

A pre-submission meeting is not being scheduled for this project; however, you/your firm may request a site tour by emailing <u>bids@syrairport.org</u> by April 12. The SRAA team will make every effort to accommodate tour requests but cannot guarantee these.

Design for the project is expected to commence in Fall 2024, with estimated construction in Summer 2025, tentatively based on availability of federal monies.



Copyright



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 the 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 Disadvantaged Business Enterprise Forms



Appendix C

Disadvantaged Business Enterprise (DBE) Program

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

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

Project:_____

□ Form A – Bidder's List Collection Form

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

- **Form A-1** It is the responsibility of bidders to complete Form A-1 with the bidder's information.
- **Form A-2** It is the responsibility of bidders to complete Form A-2 with information regarding all subcontractor's that bid or quoted on the project.

□ Form B – Good Faith Efforts

*Form B is required. Award of the contract will be conditioned on meeting this requirement.

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

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

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

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

□ Form E – DBE Participation Summary

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

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



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

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

Airport Name:_____ AIP No. _____

Project Name: _____

	Bidd	er's Informatic	on	
Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/No n DBE Status	Age of Firm	Annual Gross Receipts
		DBE Non-DBE	Less than 1 year 1-3 years 4-7 years 8-10 years More than 10 yrs.	Less than \$500K \$500K - \$1M \$1-\$2M \$2-\$5M More than \$5M

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



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

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

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

Airport Name:

Project Name: _____

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

Subcontractor's Information

AIP No.

	DBE Non-DBE	Less than 1 year 1-3 years 4-7 years 8-10 years More than 10 yrs.	Less than \$500K \$500K - \$1M \$1-\$2M \$2-\$5M More than \$5M
--	----------------	---	---



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

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

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



CONTRACTOR'S DBE PLAN

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

Airport Name:		
Name of Bidder's Firm:		
	Zip:	
Printed name of signer:		
Printed title of signer:		

DBE UTILIZATION SUMMARY

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

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

Affirmation:

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

By:____

(Signature of Bidder's representative)

(Title)



DBE LETTER OF INTENT FORM

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

Project Name/Location	:					
FAA AIP Project No:						
Name of Bidder's Firm:						
Street Address:						
	State:			Zip:		
Name of DBE firm:						
Street Address:						
City:	State:			Zip:		
Contact Person:		Telephone:				
		Expiration Date:				
Classification:	Prime Contractor	Subcontractor		int enture		
	Manufacturer	Supplier				
Disadvantaged Group ((check one):					
Black	Hispanic	Native		Subcont.	Asian American	
American	American	American		Male	1	
Male	Male	Male		Fema	ale	
Female	Female	Female				
Asian Pacific	Non-	Other (not of a		ed		
American Male	Minority	here) Male	e			
Female	Male	Female				
	Female					
	SUMMAR	RY OF WORK ITEMS				
Work Item(s)	Description of	Work Item	Estimated C	Quantity	Total Value	
1			1			

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

Affirmation:

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

(Signature of DBE firm's representative)

(Title)

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

FORM B-2



	•	untt@syrairport.org and	
Airport Name/Project	watkinsr@syrai		
Name:			
Address:			
City:	State:		_Zip:
DBE Firm:			
Address:			
City:	State:	Zip:	
DBE Contact Person	Name:	Phone:	
DBE Certification Agen	су:	Expiration I	Date:
ach DBE Firm shall subm	it evidence (such as a photocop	py) of their certification statu	S.
	Native American listed here) Subcontine Prime Contractor Manufacturer Subcontractor	Uther (i.e. not of an ent Asian American Supplier Joint Venture	y group
			American
Work items performed by DBE	Description	Quantity	Amount Paid to DBE
	Description	Quantity	
	Description	Quantity	
	Description	Quantity	
performed by DBE	Description e above-named DBE Firm for t al participation is as follows:		
performed by DBE he Contractor utilized the escribed above. The actu	e above-named DBE Firm for		Paid to DBE
performed by DBE he Contractor utilized the escribed above. The actu otal amount paid o DBE Firm: .ffirmation:	e above-named DBE Firm for t al participation is as follows: 	the work items Percent of Contractor' total contract:	Paid to DBE

By:

.....