

Addendum #1

Issued: 06/03/2024

Submission Deadline: 06/13/2024 at 1:30PM Local Time

Question 1: Could you please advise who is the OEM of the sign panels being replaced in bid item L-125-75?

Response to Question 1: Please refer the bidder to the notes on drawings SG-01 – SG-07:

NOTE:

1. SEE SHEET SG-08 FOR GUIDANCE SIGN DATA TABLE.
2. FOR EXISTING SIGNS THAT REQUIRE MODIFICATION (I.E. PANEL REPLACEMENT), CONTRACTOR SHALL FIELD VERIFY MANUFACTURER AND CHARACTERISTICS OF EACH EXISTING SIGN TO BE MODIFIED.
3. REPLACEMENT SIGN PANELS FOR EXISTING SIGNS SHALL BE FROM THE MANUFACTURER OF THE EXISTING SIGN.

Please note: The millings will remain on-site and be stockpiled to a location designated by the airport.

Replace the following:

Replace Pages 1 and 2 in SRAA RFP 2024-09 dated 04/23/2024 with the information below:

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@syrairport.org

ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO 4:00PM on 06/13/2024

PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE ADDRESSED TO:

bids@syrairport.org

PLEASE PRINT THE WORDS “RFP REFERENCE #2024-09” 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 to provide rehabilitation and strengthening overlay of the existing parallel Taxiway A and connector taxiway pavements. Other items include maintenance and protection of traffic, drainage and stormwater improvements, airfield lighting and signage improvements, and new pavement markings. The project includes the phasing of the construction work areas. The bid package encompasses work to be provided under two bid packages, the Base Bid General Construction as well as Base Bid and Add Alt. contract for the project area. The Base Bid projects are identified in the construction bid plans.

Construction Bid Plans and Specifications are attached as a part of the original RFP dated 04/23/2024. Should you have any issues accessing the Bid Sets, please contact bids@syrairport.org.

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, June 07, 2024 at 4:00PM – Final date to submit questions (**extended**)
Wednesday, June 13, 2024 at 1:30PM – Final Bids due via electronic submission to
bids@syraairport.org

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://syraairport.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@syraairport.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, **June 07, 2024** to bids@syraairport.org.

Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be emailed to all Proposers who obtained this material directly from the Authority and posted on the Syracuse Regional Airport Authority's website, <https://syraairport.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 bids@syraairport.org to confirm that and/or add their correct contact information, including email address, is on file with the Authority **for purposes of this RFP**. This will ensure that the proposer receives the list of questions/requests for information, amendments or clarifications and the official responses. The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to provide the Authority its contact information, including email address, and no allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.

By submitting a proposal to the Authority in response to this RFP, each proposer agrees and represents and warrants that the proposer: a) has all information necessary for the proposer to complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to the Authority. Proposer will bear any, and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal 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@syraairport.org, of such error and request modification to the document to address such alleged error. The Authority shall make any RFP modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one proposer over another. If a proposer fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known or discovered by proposer, the proposer shall assume the risk of such failure to notify. If awarded the contract, the proposer shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFP addenda will be communicated via email to the recipients of the original RFP.

The Authority is not responsible for a proposer's failure to receive amendments or addenda pertaining to this RFP. It is incumbent on proposers to routinely check for amendments and addenda at (<https://syraairport.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 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 1:30 PM on **06/13/2024** 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

Syracuse Regional Airport Authority reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

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

2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: bids@syrairport.org Please indicate RFP Reference # 2024-09 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 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: <https://syrtraa.com/>

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. The SRAA website at <https://syraairport.org/sraa/supplier-diversity-program/> respectively provides the 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:

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 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

Bids will be opened via Microsoft Teams, at 1PM on June 14, 2024. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Authority, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further. The Engineer of Record will provide bid-levelling services for all submitted bids, and make a recommendation to the Authority.

2.9.3 Proposal Review Criteria

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

1. 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.
2. The Proposer’s specific experience, stability and history of performance providing the requested construction services.
3. The availability of adequate personnel to provide the requested services safely and efficiently.
4. Commitment to consistently maintaining the highest standards of performance and the expeditious resolution of problems and complaints.
5. The financial stability of the Proposer’s organization.
6. The proposer’s past experience at the Syracuse Hancock International Airport.
7. 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. 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 insureds for both ongoing and completed operations.

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

The Contractor shall obtain and maintain a commercial umbrella/excess insurance policy with annual aggregate coverage of at least 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

**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 B

Disadvantaged Business Enterprise Forms

All forms can be accessed at:

<https://syrairport.org/sraa/supplier-diversity-program/>

Please contact bids@syrairport.org for any additional information or questions on DBE forms and their applicability.