



Request for Qualifications

For Professional Airport Planning Services

Airport Master Plan Update

Syracuse Hancock International Airport

RFQ Reference #: 2020-02

RFQ Issue Date: January 29, 2020

Submission Deadline: March 3, 2020 by 4:00 PM

RFQ Addendum 1: RFQ Updates and Professional Services Agreement

Addendum Issue Date: February 24, 2020

Syracuse Regional Airport Authority

**Request for Qualifications
Professional Airport Planning Services
Master Plan Update**

RFQ Addendum 1: RFQ Updates & Professional Services Agreement

SUBMITTAL CONTENT

- Formatting:
 - 8.5"x11", standard 1" margins, no smaller than 10pt. font, single-sided printing

- Allowable Pages:
 - 2-page Cover Letter
 - 1-page Table of Contents
 - 30-page max for qualifications, including; proposed project approach, project management plan, team, qualifications of key staff, team experience

- Allowable Attachments as Appendixes:
 - DBE Program & Forms
 - QA/QC Program
 - Organization Chart
 - Affidavit for non-exclusivity

Required Information

- An affidavit filled out by each member firm of the team that there is no exclusive team agreement

DBE FORMS

Forms due with Submittal:

- Form A-1: Bidder's List Collection Form
- FormA-2: Bidder's List Collection Form Subcontractor Information
- Submittals with missing or incomplete forms will be deemed non-responsive

Forms due within 5 days of negotiations:

- Form B-1: Contractor's DBE Plan
- Form B-2: DBE Letter of Intent Form
- Form B-3: GoodFaithEfforts

Forms due post award:

- Form C: Monthly DBE Report
- Form D: Subcontractor Prompt Payment Certification
- Form E: DBE Participation Summary

SUBMITTAL REQUIREMENTS

Submittal packages should arrive in standard boxes containing eight (8) printed copies and one (1) digital on a USB flash drive. A signature, recorded date, and time stamp of delivery are required. Late submissions will not be accepted.

END OF RFQ UPDATES – SAMPLE PROFESSIONAL SERVICES AGREEMENT FOLLOWS

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
SYRACUSE REGIONAL AIRPORT AUTHORITY AND
[INSERT ORGANIZATION]
FOR THE MASTER PLAN UPDATE
AT THE SYRACUSE HANCOCK INTERNATIONAL AIRPORT
CONTRACT NO. XXXX**

THIS AGREEMENT is made and entered into effect the ___ day of _____, 2020, by and between the **Syracuse Regional Airport Authority** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Syracuse Regional Airport Authority Act, Chapter 463 of the laws of 2011 and set forth in Title 34 of the New York Public Authorities Law, having offices at the Syracuse Hancock International Airport, 1000 Col. Eileen Collins Blvd., Syracuse, NY 13212 and **XXXXXXXXXX**, (the "Consultant"), a **New York Corporation** having its office and principal place of business at **XXXXXXXXXX**.

RECITALS

1. The City of Syracuse (the City) is the owner of the Syracuse Hancock International Airport (the Airport), located in the County of Onondaga, State of New York.
2. The City and the Authority have entered into an Airport Lease Agreement on November 25, 2013, effective as of March 1, 2014, for a term of forty (40) years, whereby the Authority has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated **XXXXXXXXXX**, for the project entitled **XXXXXXXXXX**.
4. The Authority has negotiated a scope of work with the Consultant as described herein.
5. This Agreement had been duly authorized by the Syracuse Regional Airport Authority by resolution adopted on **XXXXXXXXXX**.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled Scope of Work during the period from execution of this Agreement until completion of the work, as described in Article XIII, hereof.

ARTICLE II - SCOPE OF WORK

The Authority agrees to and hereby does retain and employ the service of the Consultant because of its ability and reputation, and the Consultant agrees to perform such service of said project being particularly described in the Scope of Work, attached as **SCHEDULE A** hereto, and made a part hereof.

ARTICLE III - FEES

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all services rendered under this Agreement those costs for work actually performed in accordance with the "Fee Schedule" attached as **SCHEDULE B** hereto, and made a part hereof.

The Consultant's fees in the aggregate shall not exceed _____.

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule B, Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate, and acceptable Claim Form by the Authority. The Authority shall retain five percent (5%) of each payment until 100% completion of the work by the Consultant. Upon completion of 100% of the work by the Consultant, and acceptance of such work by the Authority, the Consultant shall be entitled to any amounts retained by the Authority hereunder.

ARTICLE IV - AVAILABLE DATA

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

ARTICLE V - COOPERATION

The Consultant shall cooperate with representatives, agents, and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE VI - EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE VII - ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

ARTICLE VIII - ASSIGNMENTS

The Consultant specifically agrees as required by Section 109 of the New York General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein without the previous consent, in writing, of the Authority.

ARTICLE IX - OWNERSHIP OF MATERIALS

All rights, titles, and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

ARTICLE X - INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE XI - INDEMNIFICATION

The Consultant shall indemnify and save harmless the Authority, its employees, and agents, including the City of Syracuse, the Federal Aviation Administration, and the State of New York, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent act or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses, and expenses and to the fullest extent as possible by law.

ARTICLE XII - INSURANCE

The Consultant shall procure and maintain at its own expense and without direct expense to the Authority until final acceptance by the Authority of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued by insurance companies **licensed** by New York State and having an **A.M. Best rating of “A” or better**, covering all operations under this Agreement, whether performed by the Consultant or by sub-contractors. Before commencing the work, the Consultant shall furnish the Authority a certificate or certificates, in a form satisfactory to the Authority, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be materially changed or canceled until thirty (30) days written notice has been mailed to the Authority. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will endeavor to mail thirty (30) days’ notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives, or similar conditional notice of cancellation provisions, will not be accepted by the Authority.

1. The kinds and amounts of insurance required are as follows: (the Consultant’s sub-contractors and subconsultants shall procure and maintain the same insurance as applicable.)

- a) Workers Compensation and Employers Liability Insurance: A policy or policies providing protection for employees of the Consultant or subcontractor in the event of job-related injuries as required by law.

Coverage A:	Statutory		
Coverage B:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee

- b) Automobile Liability Policies including coverage for any owned automobile(s), hired automobile(s) and non-owned automobile(s), shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage	
Combined Single Limit	\$5,000,000

- c) **General Liability Insurance:** Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$5,000,000
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The general liability insurance required must include contractual liability insurance applicable to the Consultant's obligations under this Agreement. Provide a list of all endorsed exclusions, if any. The Consultant shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three (3) years after completion of all services covered by this Agreement.

- d) **Professional Liability Insurance:** The Consultant shall maintain a Professional Liability policy throughout the duration of this Agreement and agrees to maintain the policy for a minimum of three years after completion of all services covered by this Agreement.

Limit	\$5,000,000	each claim
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If the policy has an annual aggregate limit, the Consultant shall immediately notify the Authority of any and all claims which have or may be charged against such limit.

The above specified limits may be met through either primary or excess coverage policies, provided that any excess coverage is written on a following form basis and it is at least as broad as the underlying policies and that any deductible or retention amount does not exceed \$25,000 or 10% (in total), whichever is less, of the required liability limits. The Authority may accept policies with coverage, exclusions, or liability limits different than those specified above when such policies, in the sole judgment of the Authority, will provide satisfactory protection to the Authority.

The policies specified above, except for Professional Liability, Workers Compensation, and Disability Benefits, shall be endorsed to include the **SYRACUSE REGIONAL AIRPORT AUTHORITY AND ITS AGENT, THE CITY OF SYRACUSE, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK**, and any other substituted or additional agents the Authority may hire, as additional insureds, as respects services performed by the Consultant and all policies shall include a provision restricting the right of the insurer to cancel or materially change such coverage except upon thirty days' written notice to the

Authority. Certificates evidencing the coverage of the additional insureds a copy of the policy endorsement that adds the requested entities as Additional Insureds, or that section of the General Liability policy that provides for automatic coverage for Additional Insureds when it is required under the terms of a written contract shall be delivered to the Authority prior to performing any services under this Agreement.

If the Project involves on-site construction-phase services by the Consultant, construction contractors shall be required to provide (or the Authority may provide) Owner's Protective Liability insurance naming the **SYRACUSE REGIONAL AIRPORT AUTHORITY, AND ITS AGENT, THE CITY OF SYRACUSE, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK** and any other substituted and additional consultants the Authority may retain as named insureds and the Consultant as an additional insured on the construction contractor's liability insurance policies covering claims for personal injuries and property damage.

2. The policy or policies covering the obligations of the Consultant, set forth in subparagraph (1)(a) above, shall be in accordance with the provisions of any applicable Workers Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the Consultant procures such policy or policies and maintains the same in force during the term of this Agreement.
3. If the Authority has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Consultant in accordance with paragraph (1) on the basis of its not complying with this Agreement, the Authority will notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the Authority. The Consultant will provide such additional information in respect of insurance provided by the Consultant as the Authority may reasonably request. Failure of the Authority to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the Consultant as complying with this Agreement.

ARTICLE XIII - TERMINATION OF CONTRACT

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence upon execution of the Agreement and will continue in effect until completed.

The Authority shall have the right at any time to terminate this Agreement without cause, provided that thirty (30) days written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement. This Agreement can be terminated on twenty-four

(24) hours written notice or termination for cause and compensation to the Consultant will be on quantum meruit less any back charges or damages sustained or to be sustained by the Authority.

Suspension or Termination of Performance

1. The Authority may at any time, and for any reason, direct architect to stop architect's services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. The Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.
2. In the event that:
 - a) For any reason or through any cause, the Consultant fails to complete performance within the time fixed for performance under this agreement;
 - b) Grounds for cancellation of the agreement under this section arise;
 - c) The Consultant otherwise defaults under this agreement;
 - d) The Authority gives the Consultant written notice that in its opinion, the conduct of the Consultant is such that the interests of owner are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then the Authority may, on written notice to the Consultant, immediately terminate this agreement for cause.
3. Nothing in this Section is to be construed to relieve the Consultant from any liability and/or damages sustained by the Authority as a result of any breach by the Consultant of this Agreement, and payment by the Authority to the Consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against the Consultant for any failure of the Consultant to perform its services in accordance with this Agreement.
4. The Authority is not required to pay the Consultant under this Section until the Consultant has satisfactorily completed the services required to be performed to the agreed point of suspension or termination.
5. Payment by owner to the Consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against the Consultant for any failure of the Consultant to perform its services in accordance with this Agreement.
6. If this Agreement is terminated for any reason, the Consultant, prior to any payment to the Consultant pursuant to this Section, shall deliver to the Authority the complete set of all original drawings prepared to the date of termination. The Authority is entitled to use the ideas and designs contained in this Agreement for the completion of the project; in the event of termination of this Agreement or upon completion of the project, the Authority may, at all

times, retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans, specifications, renderings, and models, etc. are the property of the Authority. They are not to be used by any person other than the Authority on other projects unless expressly authorized by owner. The Consultant is not responsible for any work that has not been completed as of the date of termination under this Agreement.

ARTICLE XIV - DELIVERY OF RECORDS

In the event of the termination of this Agreement, as provided in ARTICLE XIII, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In the case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

ARTICLE XV - DISSOLUTION

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days' notice in writing to the Authority in advance of such dissolution.

ARTICLE XVI - LICENSES

The Consultant shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement.

ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIX - APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Onondaga.

ARTICLE XX – MANDATORY FEDERAL CONTRACT PROVISIONS

Federal laws and regulations prescribe that certain provisions be included in certain contracts. The provisions set forth in Appendix B are attached hereto and made a part hereof.

ARTICLE XXI - NOTICE

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

Syracuse Regional Airport Authority
Executive Director
Syracuse Hancock International Airport
1000 Colonel Eileen Collins Boulevard
Syracuse, New York 13212

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to: **XXXXXXXX**

ARTICLE XXII - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition, or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either the Authority or the Consultant in their respective rights and obligations contained in the valid covenants, conditions, or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer, has executed this Agreement effective the day and year first above written.

SYRACUSE REGIONAL AIRPORT AUTHORITY

BY: _____
Chair

XXXXXXXXXXXX

BY: _____
XXXXXXXXXXXXXXXXXXXX

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, 20__, before me personally appeared _____, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he/she resides in the County of _____, that he/she is the **Chair of the Syracuse Regional Airport Authority**, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Syracuse Regional Airport Authority pursuant to a resolution adopted by the Syracuse Regional Airport Authority on _____; and that he/she signed his/her name thereto by like authorization.

Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20__, before me personally came, _____ to me known, who, being duly sworn, did depose and say that he/she resides in _____ County, that he/she is a _____ of the **partnership** described in, and which executed the within instrument.

Notary Public

STATE OF)
)ss.:
COUNTY OF)

On this _____ day of _____, 20__, before me personally came, _____ to me known, who being by me duly sworn, did depose and say that he/she resides in County, that he/she is the _____ of _____, **the corporation described in**, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order to the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

End of MPU RFQ Addendum 1